

**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
THURSDAY, FEBRUARY 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. PROCLAMATIONS:

- A) Proclamation proclaiming Children's Advocacy Center of Hidalgo County Day.
- B) Proclamation proclaiming 2019 Lunar Year Festival and International Week.

3. 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.

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

A) City Engineer's Report.

B) City Events of Interest.

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

A) Approval of Minutes for January 21, 2019 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action on Holt Power System Annual Maintenance agreement for \$3,415. (BRIDGE)

C) Consideration and action on Development Services Cases:

1. Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

2. Diana Mascorro 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 Lot 5, Block 1, Sarah Jane Manor Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1011 North Athol Street. **CUP#181286**

3. Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. **CUP#071271**

4. Melden & Hunt, Inc. is requesting a change of zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being a 37.397 acres tract of land out of Lots 367 & 370, Kelly Pharr Subdivision and Lot 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 800-1200 Block of East Hi-Line Road. **COZ#181284**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance calling the City of Pharr General Municipal Election for May 4, 2019, for election of Mayor, City Commissioners Places 1, 5, and 6 and designating Election Precincts and Polling Places. *(Consideración y acción, en Ordenanza para ordenar la Elección Municipal General de la Ciudad de Pharr el 4 de mayo de 2019, para elegir al Alcalde, Comisionados Lugares 1, 5, y 6, y la designación de Distritos Electorales y Centros de Votación)* **(Adoption on 1st Reading)** (ADMINISTRATION)

7. ADMINISTRATIVE:

A) Consideration and action if any, authorizing the Pharr Public Safety Communications Department to apply for Law Enforcement Telecommunication Number. (COMMUNICATIONS)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action if any, on Interlocal Agreement between the Pharr Public Safety Communications Department and Pharr Police Department. (COMMUNICATIONS)

B) Consideration and action if any, on Interlocal Agreement between the Pharr Public Safety Communications Department and Pharr Fire Department. (COMMUNICATIONS)

C) Consideration and action, if any, on a Memorandum of Understanding (MOU) between the City of Pharr, Texas and the City of Apaseo El Grande, Guanajuato, Mexico. (BRIDGE)

D) Consideration and action, if any, on Professional Service Agreement with Blue Stone Capital Solutions for Bridge Financial Consulting. (BRIDGE)

E) Consideration and action, if any, authorizing City Manager to enter into a Professional Services Agreement with Border Infrastructure Consulting to develop a traffic study to remove barriers on Mexican side of the bridge. (Project #1819-70-510-IPQ032-001) (BRIDGE)

AGENDA REGULAR MEETING
February 7, 2019

F) Consideration and action, if any, on Contractual Agreement with Ezequiel Ordonez Animas dba Border Infrastructure Consulting, LLC. for Professional Consulting and Lobbying Services. (Project #1819-70-510-S020-001) (BRIDGE)

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

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

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

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

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

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.

AGENDA REGULAR MEETING
February 7, 2019

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

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of February 2019 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



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


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, Children's Advocacy Center, Estrella's House was established in the year 2000 when a local two year old's life ended tragically from abuse. Her memory is kept alive by helping and treating children who are victims of abuse; and

WHEREAS, Children's Advocacy Center, a non-profit organization, is one of 800 Children's Advocacy Centers nationwide, one of 71 certified Children's Advocacy Centers in Texas and the first child-focused facility and community-based program of its kind in Hidalgo County, servicing child abuse victims age 2 – 17 years of age; and

WHEREAS, the mission of Children's Advocacy Center of Hidalgo County, is to reduce the emotional trauma to child abuse victims, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children; and

WHEREAS, Children's Advocacy Center of Hidalgo County, gives Hope, Healing and Justice to victims of child abuse by providing a safe haven with a child-friendly, non-institutional environment where young victims are not afraid to tell their story; and

WHEREAS, to raise awareness and funds for the organization, the Children's Advocacy Center of Hidalgo County, is having the Annual Vinos Wine Extravaganza at Embassy Suites McAllen Convention Center on Saturday, March 2, 2019 from 7:00 pm – 11:00 pm, featuring delicious food provided by local restaurants, fine wines and amazing entertainment by Premier Showband Satellite and The Renaissance Rockers.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim March 2, 2019 as:

“Children’s Advocacy Center of Hidalgo County Day”

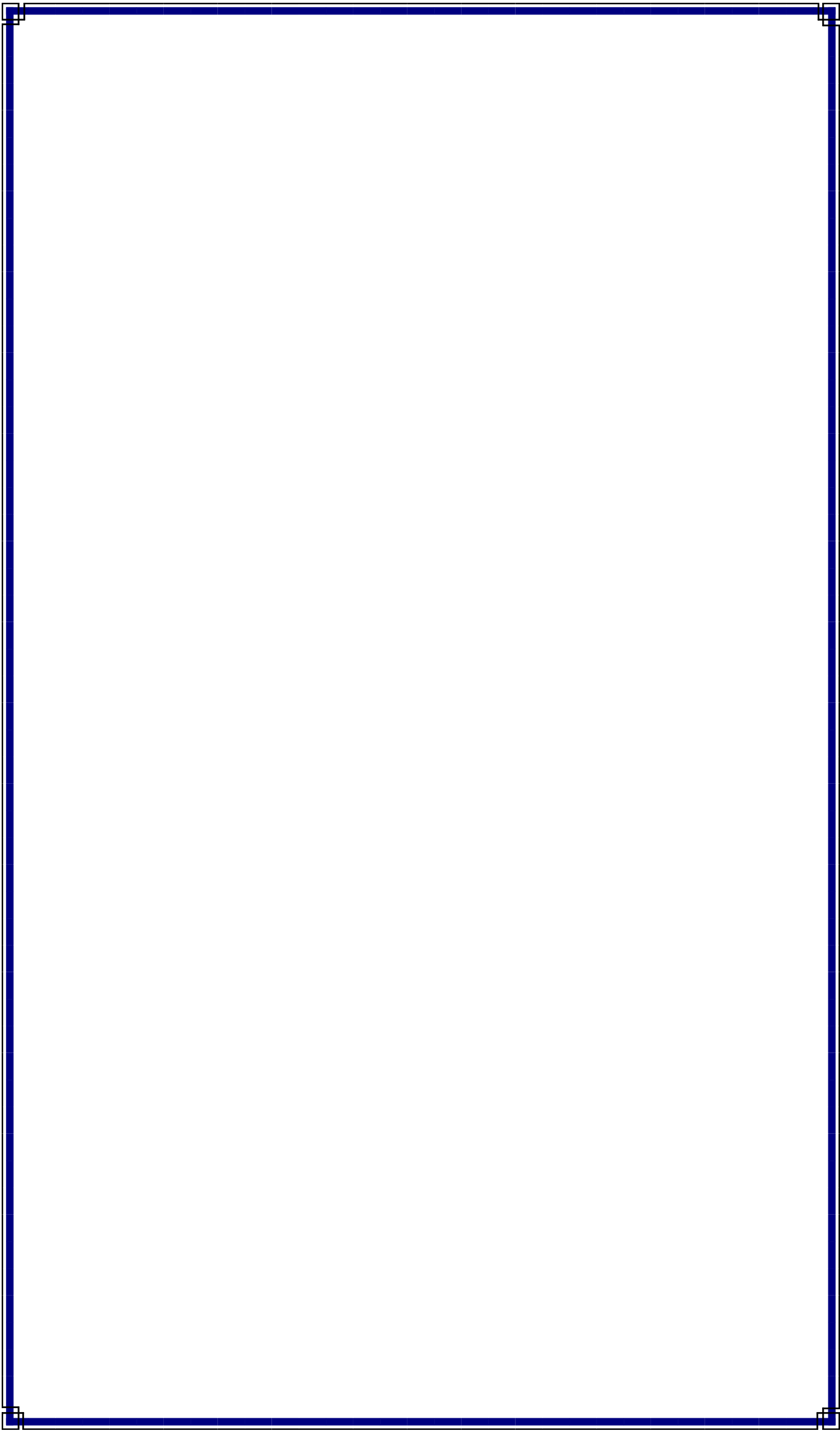
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of February 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



Proclamation



WHEREAS, International Week and Lunar New Year Celebrations are in honor of innovative programs preparing students to become multilingual global leaders”; and

WHEREAS, International Week and the celebration of the Lunar New Year shall be regularly observed by appropriate celebrations and activities in public schools and other places to promote interest in and the knowledge of global awareness and world languages; and

WHEREAS, PSJA Southwest Early College High School, the City of Pharr, the Pharr Economic Development Corporation, The University of Texas Rio Grande Valley, the U.S. Department of Education and the RGV Chinese community, have planned to celebrate International week, from February 5th, 2019 to February 8th, 2019 and the Lunar New Year on Friday, February 8th, 2019; and

WHEREAS, the purpose of this event is to provide our students with an educational opportunity to celebrate multiculturalism and prepare Pharr’s children today to be global leaders tomorrow through awareness, biculturalism and instruction in other major world languages like Mandarin Chinese and the benefits an early college education offers; and

WHEREAS, through various educational events we will introduce students at Southwest Early College High School to different cultures and languages, preparing them to become tomorrow’s global leaders through an international panel event lead by city, district and post-secondary leaders, interactive multicultural workshops lead by UTRGV instructors and a community celebration and cultural extravaganza celebrating the Lunar New Year and our Mandarin Chinese program.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of February 5th-8th, 2019 as:

“Lunar New Year Festival and International Week”

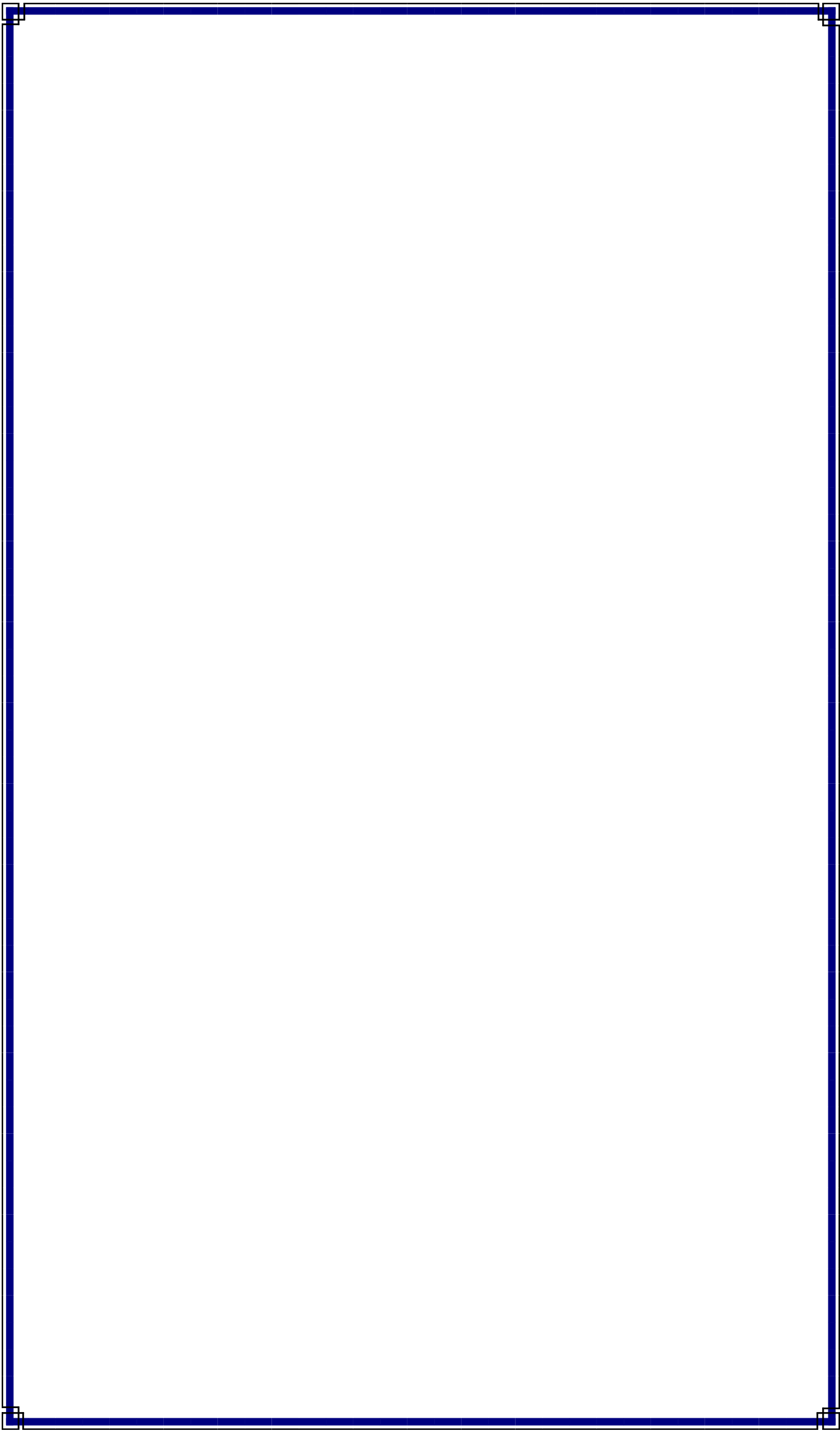
IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of February 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 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 - 02/01/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Omar Anzaldua
City Management Office

Created/Initiated - 02/01/2019
New - 01/31/2019

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

- ☐ **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**
- ☐ **City of Pharr Downtown 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 65% 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 out for Bids and is due to Open on
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:	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:	116.36%

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

Status: Contractor has completed the Intersection at Jackson Rd. and is working to complete the Cage Intersection.

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:	127.78%

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:	127.78%

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:	127.78%

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:	127.78%
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:	50.83%

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:	70.48%

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:	164.44%
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:	153.33%
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:	65.56%
Description: Rehabilitation of approximately 46 manholes			
Status: Construction is just beginning			
Pictures:			

CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount	\$300,000	Contract Time (Days)	74
Notice to Proceed	12/18/2018	Contract Time Used:	59.46%

Description: Design of a new grinder pump station to eliminate a sanitary sewer

Status: Construction is ongoing

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 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 - 02/01/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for January 21, 2019 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 02/01/2019
Final Approval - 02/04/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JANUARY 21, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, January 21, 2019 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.
Reynaldo Cano, Asst. 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.
Victor Perez, PEDC Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR MEETING
JANUARY 21, 2019

Mayor Hernandez called the meeting to order at 4:03 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. PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING CAREER AND TECHNICAL EDUCATION MONTH

Karina Lopez, Business Retention and Expansion Manager and PSJA Advisory Board Secretary, stated Pharr-San Juan-Alamo Independent School District was a vital partner to the city's economic vitality as they provide the opportunities for students to succeed in today's workforce. She further stated the City of Pharr and Pharr Economic Development Corporation in coordination with the Pharr-San Juan-Alamo Independent School District Career and Technical Education Department will hold an annual event to celebrate Career and Technical Education Month on Thursday, February 7, 2019 and recognize faculty and staff for their accomplishments throughout the academic year.

Mayor Hernandez read proclamation proclaiming February 2019 as Career and Technical Education Month and presented proclamation to Karina Lopez and PSJA ISD representatives.

ITEM 3. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JANUARY 2019

Alex Meade, City Manager, introduced the sales tax collection report for the month of January 2019 and stated there was a 12.71% increase from this point last year.

B) SUBMISSION OF DECEMBER 2018 TAX COLLECTION REPORT

Alex Meade, City Manager, introduced the tax collection report for the month of December 2018. He stated current tax collections were 37.8%, which was 0.59% higher than last year and delinquent tax collections were 6.07%, which was a decrease of 0.92% compared to last year.

C) CITY EVENTS OF INTEREST

MINUTES: REGULAR MEETING
JANUARY 21, 2019

Alex Meade, City Manager, reported the ribbon cutting for the Victor Garcia Skate Park would be held on Thursday, January 31, 2019 at 11:00 a.m.

At this time, Comm. Carrillo congratulated the four (4) officers that were sworn-in today at the Pharr Police Department.

ITEM 4. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JANUARY 7, 2019 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF SOUTH U.S. 281 AND EAST OLD BUSINESS 83 FOR THE 13TH ANNUAL ST. PATRICK'S DAY 5K RUN/WALK ON SATURDAY, MARCH 16, 2019 FROM 7:00 A.M. TO 11:00 A.M. (PARKS)

C) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

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

Alex Meade, City Manager, introduced the item.

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

Resolution No. R-2019-01 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES/RESOLUTIONS

A) CONSIDERATION AND ACTION, ON ORDINANCE AMENDING ORDINANCE O-2018-36 FOR BUDGET AMENDMENTS TO THE FISCAL YEAR 2018-2019 BUDGET. ADOPTION ON 1ST READING (FINANCE)

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

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

Ordinance No. O-2019-01 is filed with the City Clerk's Office.

ITEM 6. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE CONTRACT FOR TWO POLICE PACKAGE VEHICLES TO HOLIDAY CHEVROLET THROUGH THE TARRANT COUNTY COOPERATIVE CONTRACT (PROJECT #1819-01-512-P009-002) (POLICE)**

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

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

ITEM 7. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH R. GUTIERREZ ENGINEERING CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT (PROJECT #1819-01-528-S016-001) (ENGINEERING)**

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 AWARD PROPOSAL AND TO NEGOTIATE CONTRACT FOR THE WATER RATE STUDY FOR FY 2018-2019 (PROJECT NO. 1819-60-587-S005-364) (FINANCE)**

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

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

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD PROPOSAL AND TO ENTER INTO A CONTRACT FOR CAPITAL LEASE FINANCING FOR FY 2018-2019 (PROJECT #1819-01-511-S008-010) (FINANCE)**

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

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO AWARD A DESIGN-BUILD CONTRACT TO AN ENGINEERING FIRM FROM THE CITY OF PHARR'S APPROVED LIST OF ENGINEERING FIRMS FOR VARIOUS STRUCTURAL DESIGN ELEMENTS OF THE DOWNTOWN GATEWAY AND LIGHTING IMPROVEMENTS (ENGINEERING)

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

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

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

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

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONTRACT TO 3SIXTY INTEGRATED THROUGH THE BUYBOARD COOPERATIVE CONTRACT FOR THE INSTALLATION OF THE BRIDGE CAMERA SYSTEM (PROJECT #1819-01-510-S018-001) (BRIDGE)

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

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO UTILIZE THE STATE OF TEXAS COMMERCIAL CARD PROGRAM FOR PROCUREMENT CARD SERVICES (PROJECT #1819-01-513-S017-002) (PURCHASING)

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

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

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

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

The time being 4:17 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 4:36 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 8. LEGAL

A) CONSULTATION AND ACTION, IF ANY, ON RETAINING LEGAL COUNSEL TO PURSUE CCN NEEDS (TABLED) (LEGAL)

Alex Meade, City Manager, introduced the item and recommended the item be untabled.

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

Alex Meade, City Manager, stated no action was necessary.

B) CONSULTATION WITH LEGAL AND UPDATE REGARDING BOYS & GIRLS CLUB OF PHARR (LEGAL)

MINUTES: REGULAR MEETING
JANUARY 21, 2019

Alex Meade, City Manager, introduced the item and stated no action was necessary.

C) CONSULTATION WITH LEGAL CONCERNING DAHLIA YBARRA V. CITY OF PHARR, GARY RODRIGUEZ, C-4849-16-F (LEGAL)

Alex Meade, City Manager, introduced the item and stated no action was necessary.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:37 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 21st DAY OF JANUARY 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Pharr International Toll Bridge Board

AGENDA ITEM #: 5.B.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action on Holt Power System Annual Maintenance agreement for \$3,415.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Holt Power System Annual Maintenance Agreement.

Financial Consideration: \$3,415

Staff Recommendation: Authorization to renew the annual maintenance agreement with Holt Power System. They provide maintenance to the generators at the Pharr International Bridge in case of power outages. The Pharr International Bridge has been using Holt Power System to maintain the generator since 2004.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Luis Bazan
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 02/01/2019
Approved - 02/01/2019
Approved - 02/02/2019
New -

CUSTOMER SUPPORT AGREEMENT

City Of Pharr Reynosa Bridge
 Fred Brouwen
 9900 S. Cage Pharr Texas
 956-781-1361 phone#
 0261700 account#
 956-781-1473 fax#

Date: December 19, 2018

New Agreement: _____

Renewal Agreement: XX

Holt Power Systems is pleased to offer you a Scheduled Maintenance program for your emergency generator(s) at your location. Holt follows NFPA 110 and manufacturer's recommendations in maintaining stand-by generators. As stated and recommended, PM Level 1 services should be performed on a quarterly basis, PM Level 2 services should be performed on an annual basis and PM Level 3 services should be performed once every three years. In addition, it is recommended that a minimum two (2) hour Load Bank Test be performed in conjunction with the annual services, when the load on the generator is less than 30% of the name plate rating on the generator. Please reference the attached "Detailed Description of Service Levels" to provide you with an accurate definition of the service levels mentioned herein.

Maintenance pricing for your generator(s) is as follows:

					(2) Hour Test														
					QUARTERLY INSPECTION		ANNUAL SERVICE PM2 PRICE EACH	TRIENNIAL SERVICE PM3 PRICE EACH	LOAD BANK TESTING ANNUAL PRICE EACH	AUTOMATIC TRANSFER SWITCH PM PRICE EACH	FUEL SAMPLE ANNUAL PRICE EACH	YEARLY TOTALS							
					PM1 PRICE EACH	QTY. TOTAL													
Cust Unit ID	Make	Model	Serail #	kW															
	Generac	97A4187-S	2015583	60	\$	415.00	3	\$	1,245.00	\$	885.00	\$	885.00	\$	200.00	\$	200.00	\$	3,415.00

For a total Agreement price of: **\$3,415.00**
 To be billed as services rendered

NOTE:

*The Triennial service (PM3) is performed once every three years in place of the Annual service (PM2).

*All listed pricing includes normal hour labor rates, travel & applicable parts. Additional charges will apply for after-hours service.

*Prices are subject to change without signed Customer Support Agreement.

CURRENT GENERATOR SERVICE LABOR RATES ARE AS FOLLOWS:

Normal Hour Labor (Monday through Friday, 8:00 A.M. to 5:00 P.M.)	\$135.00
Overtime Labor	\$202.50
Holiday Labor	\$270.00
A trip fee per day will apply for work performed outside of this agreement dependent on location.	
The above labor rates are subject to change without notice	

This agreement is valid from Dec. 19, 2018 to Dec. 19, 2019 and can be cancelled with a 30-day written notice by either party.

By signing below, Holt CAT agrees to provide the above-mentioned services at the stated prices for the length of this agreement and gives authorization for the commencement of stated services.

If customer terminates this Agreement early, Holt Cat will audit the services rendered and make an equitable adjustment to the final billing invoice based upon the actual work performed in accordance with the schedule prior to the date of termination.

Joe Washington

Product Support Sales Representative

Holt Cat 361-698-5745 phone# 361-852-3237 fax#

Customer Acceptance Signature Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 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 - 02/01/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 207 East Ferguson Avenue. **CUP#161155**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP#161155**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Hilda Pedraza
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 02/01/2019
Approved - 02/01/2019
Approved - 02/04/2019
Final Approval - 02/04/2019



Pharr



MAYOR Ambrosio Hernandez, MD | CITY MANAGER Alex Meade

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

Executive Summary Letter

February 4, 2019

Conditional Use Permit **Renewal** for ABC –

Regency Hall

Background:

Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 3rd renewal for Regency Hall.

The property is located at 207 East Ferguson Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-REGENCY HALL_D. BOJORQUES-ROBLES_2016



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 4, 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#161155 (REGENCY HALL)
--

GENERAL INFORMATION:

APPLICANT: Regency Hall is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being Lots 10 and 11, Maco Business Center Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 207 East Ferguson Avenue.

ZONING: The property is currently zoned Heavy-Commercial District (H-C). The property to the north is zoned Single-Family Residential District for small lots (R-1A), the property to the south is zoned General Business District (C) and Single-Family Residential District (R-1) and the property to the east and west is zoned Heavy-Commercial District (H-C). The area is generally designated for commercial use in the Land Use Plan.

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

Recommends approval of
the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

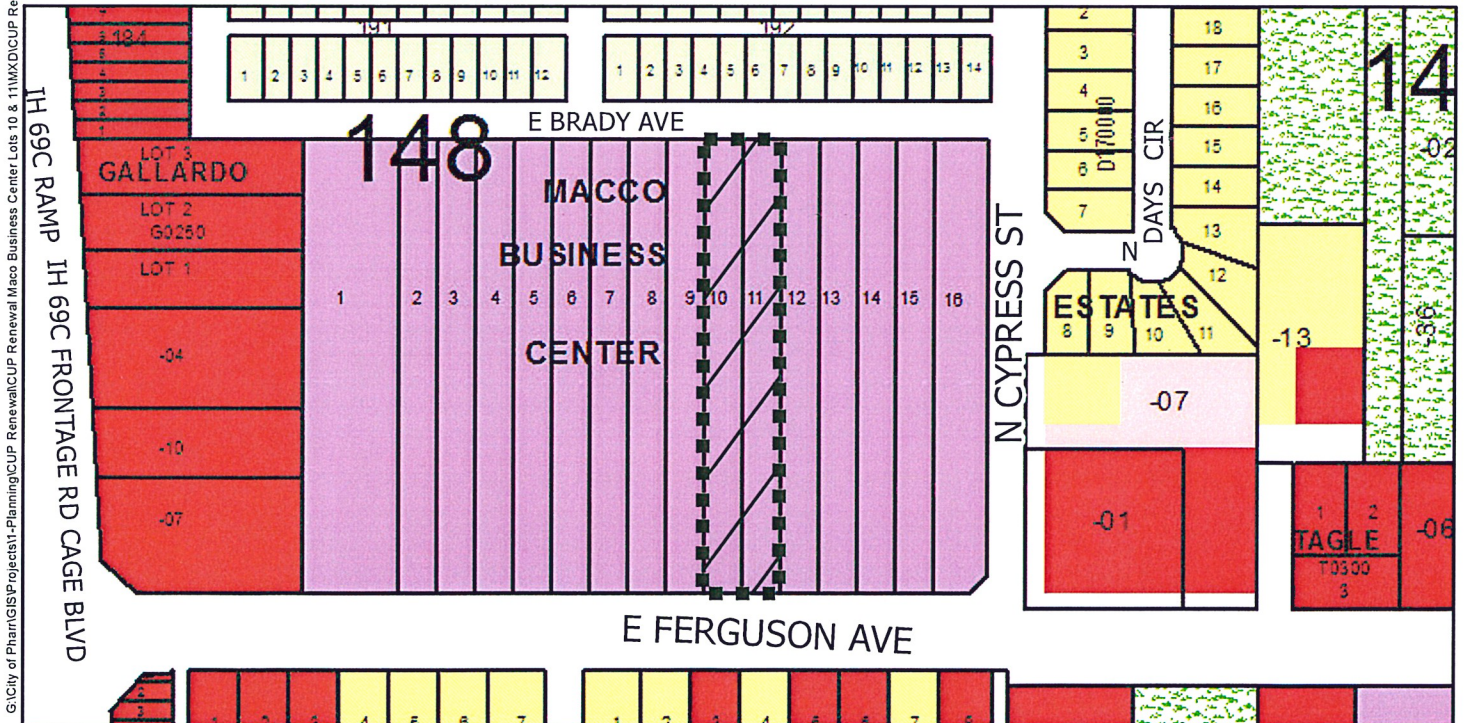
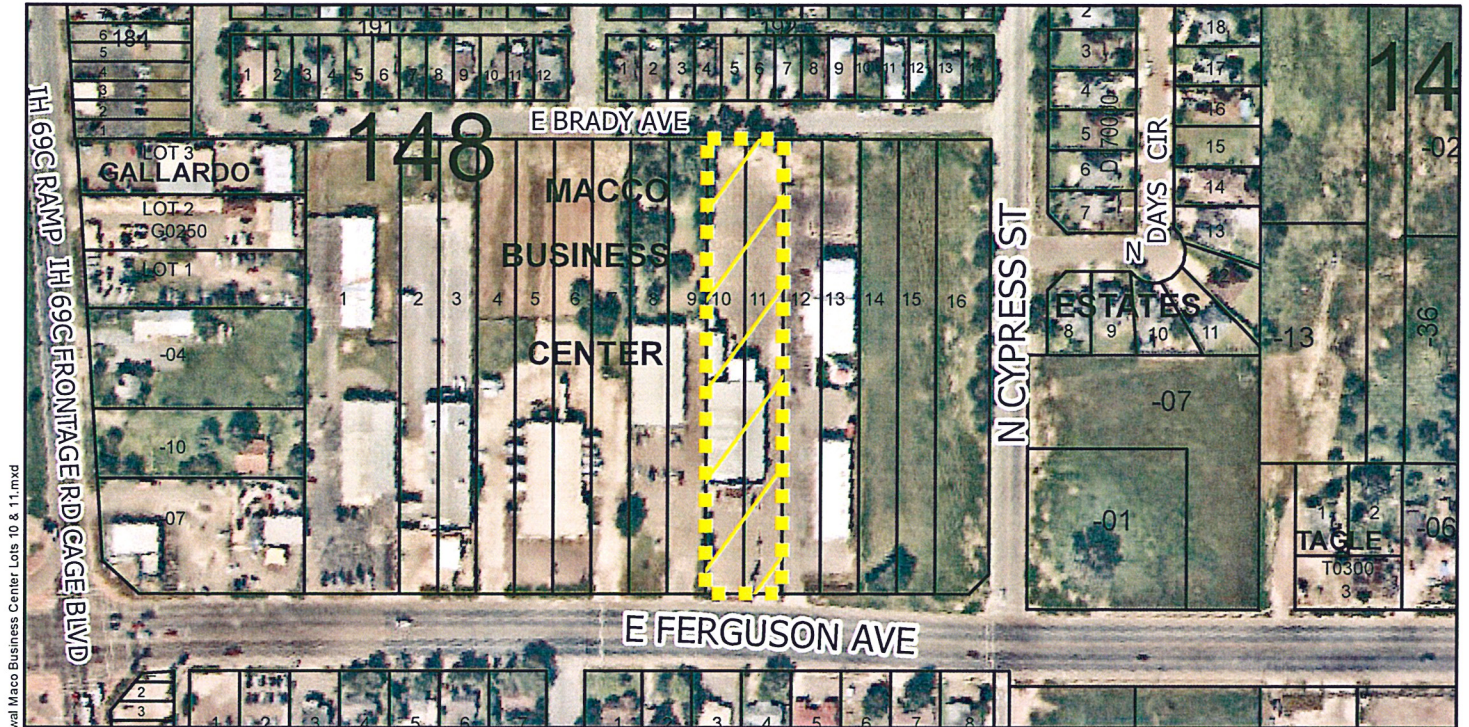
Recommends approval of
the Conditional Use Permit.

PLANNING DEPT.:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-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 | |





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Diana Mascorro 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 Lot 5, Block 1, Sarah Jane Manor Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1011 North Athol Street. **CUP#181286**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Diana Mascorro 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#181286**

Financial Consideration:

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:

Hilda Pedraza

Created/Initiated - 02/01/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 02/01/2019
Approved - 02/04/2019
Final Approval - 02/04/2019

MEMORANDUM

DATE: MONDAY, FEBRUARY 4, 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#181286
--

GENERAL INFORMATION:

APPLICANT: Diana Mascorro 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 Lot 5, Block 1, Sarah Jane Manor Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1011 North Athol Street.

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 and east and General Business District (C) to the west. This area is generally designated for single-family residential use in the Land Use Plan.

FIRE DEPARTMENT: Pending re-inspection 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:**

Twenty-two (22) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**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:

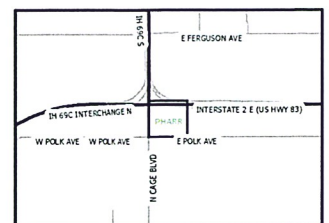
1. This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The accessory use structure shall not have a separate electrical service;
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes, any violation will 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.

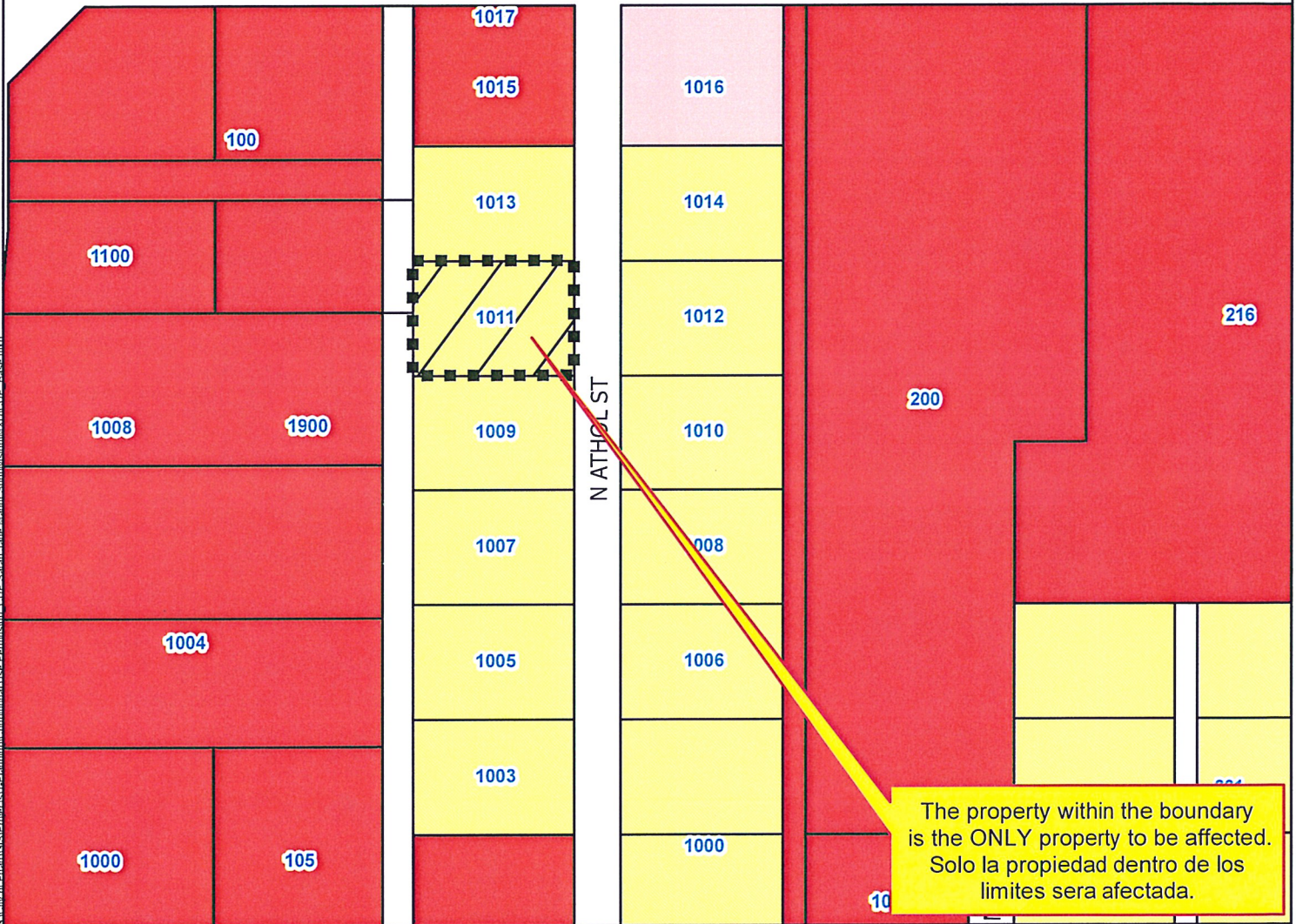


- All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



INTERSTATE 2 E (US HWY 83) IH 69C INTERCHANGE S
IH 2 EXIT

IH 2 FRONTAGE RD

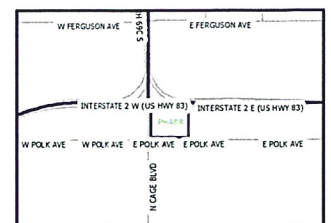


The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

- | | | |
|-----------------------------|-------------------|-------------------------|
| 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.



ORLANDO MASCOMO
DIANA MASCOMO
956-320-3000

SITEPLAN

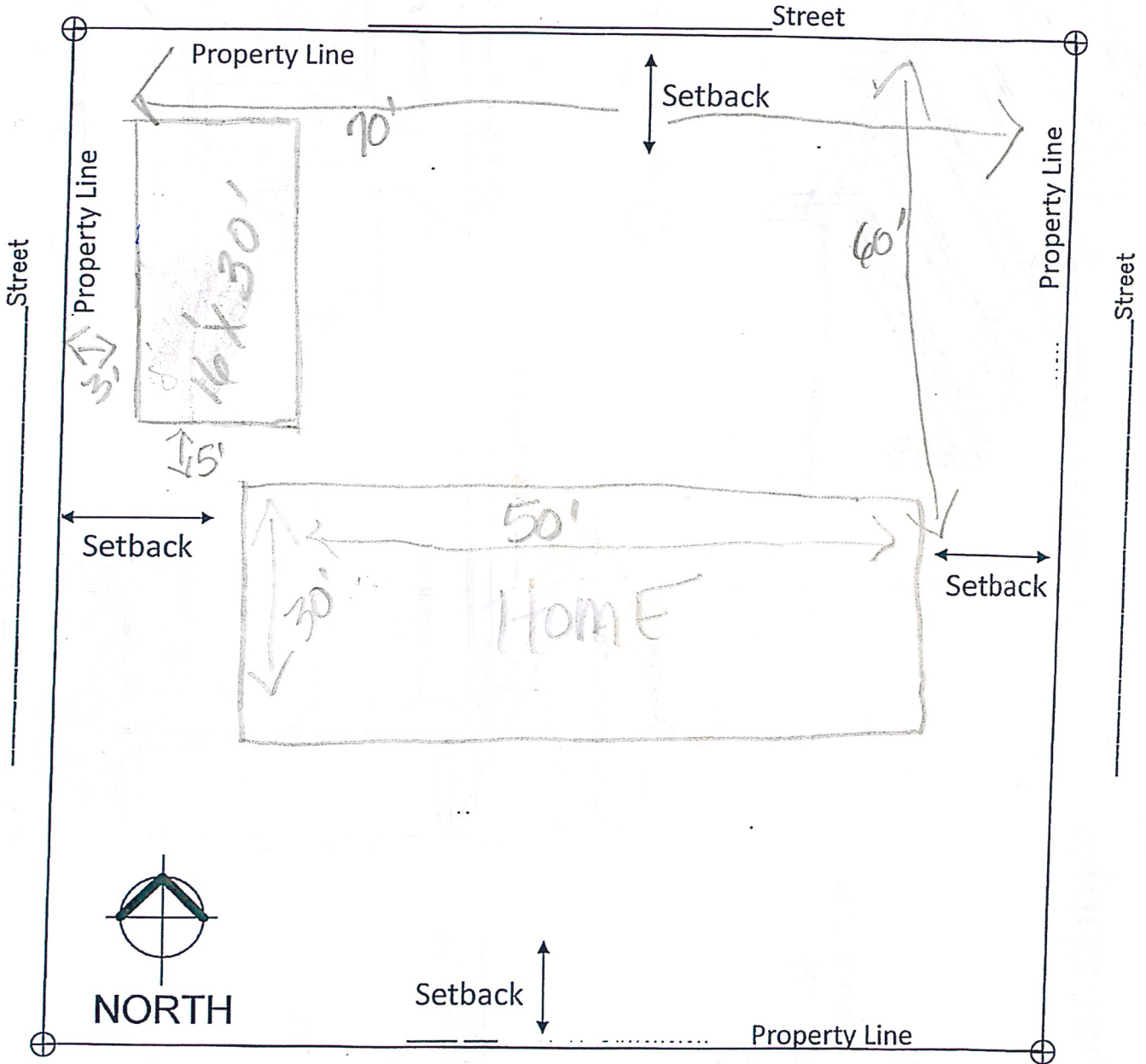
Address: 1011 N. Athol PHARR, TX 78577

Subdivision: _____

Phase: _____

Block# _____

Lot# _____



1011 N. Athol Street
PHARR, TX 78577

COMMENTS: _____





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.3.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. **CUP#071271**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

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

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Hilda Pedraza

Roland Gomez

Melanie Cano

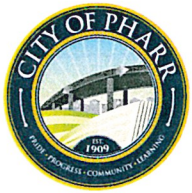
City Management Office

Created/Initiated - 02/01/2019

Approved - 02/01/2019

Approved - 02/04/2019

Final Approval - 02/04/2019



Pharr



MAYOR Ambrosio Hernandez, MD | CITY MANAGER Alex Meade

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

Executive Summary Letter

February 4, 2019

Conditional Use Permit **Renewal** for ABC –

Regency Fiesta

Background:

Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 13th renewal for Regency Fiesta.

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

Recommendations:

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

P:\Admin\MY FILES\ CUPs\ ABC\ABC_M JARAMILLO dba REGENCY FIESTA_2004



MEMORANDUM

DATE: MONDAY, FEBRUARY 4, 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#071271 (REGENCY FIESTA)
--

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas.

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

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the east, south and west and General Business District (C) and Agriculture and/or Open Space District (A-O) to the north. 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:

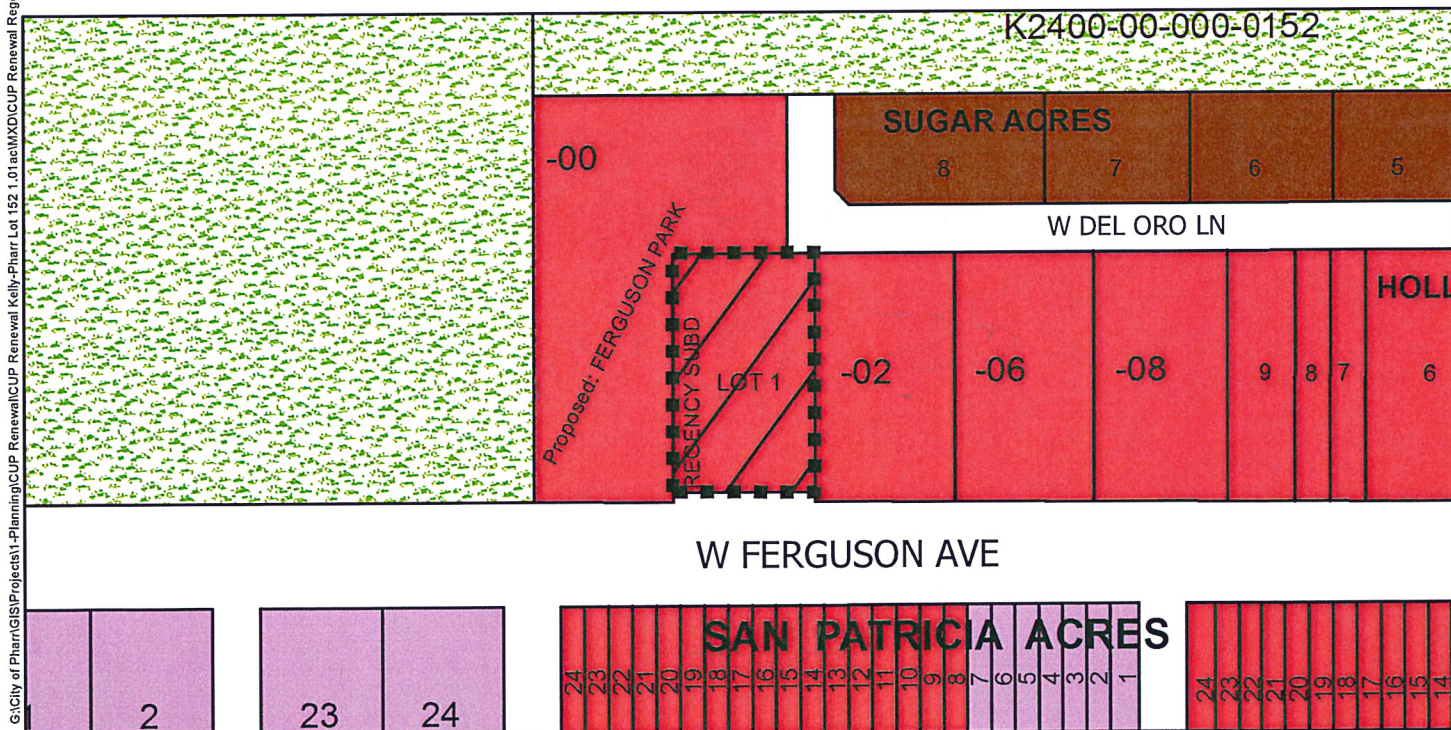
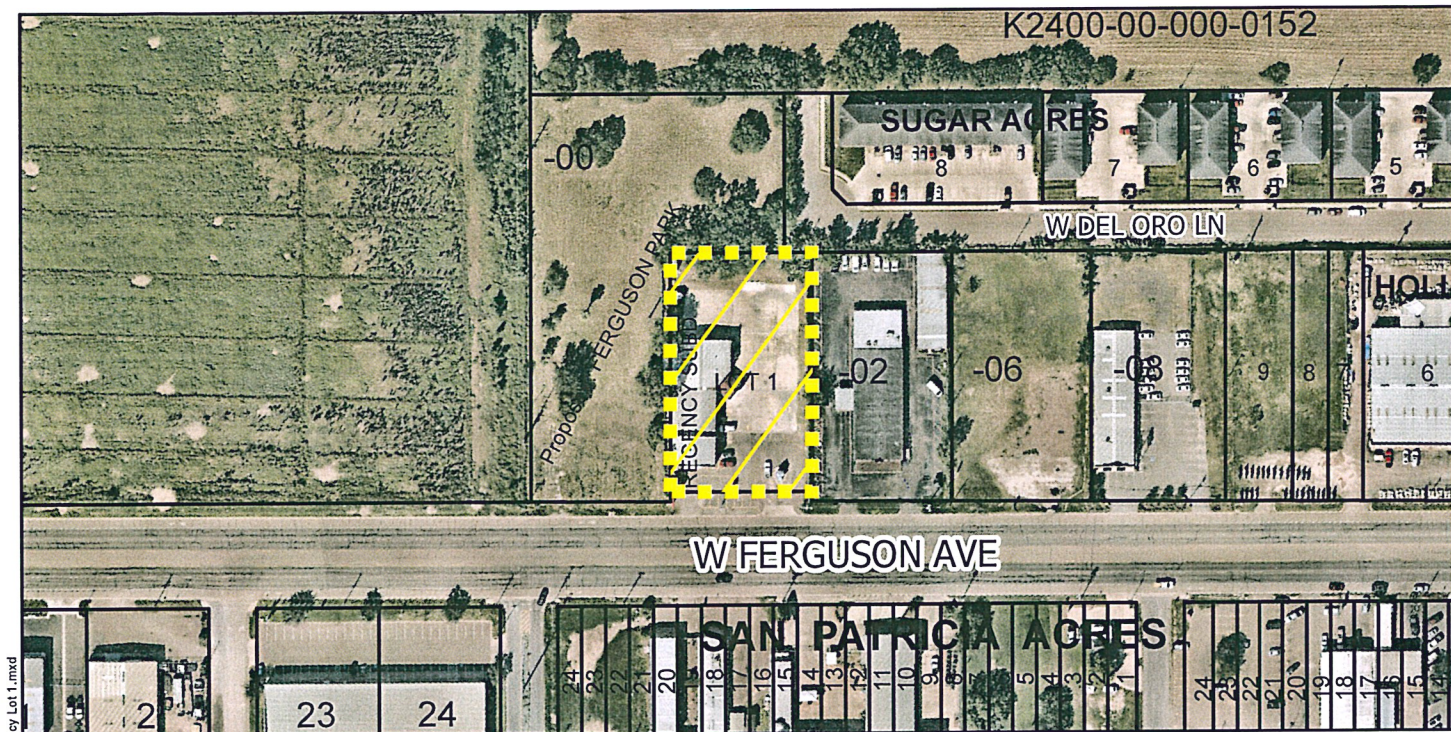
Recommends approval of the Conditional Use Permit.

PLANNING DEPARTMENT:

Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES STAFF RECOMMENDATIONS:

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





AGENDA MEMORANDUM



BOARD: Planning & Zoning
Commission

AGENDA ITEM #: 5.C.4.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt, Inc. is requesting a change of zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being a 37.397 acres tract of land out of Lots 367 & 370, Kelly Pharr Subdivision and Lot 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 800-1200 Block of East Hi-Line Road. **COZ#181284**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Melden & Hunt Inc., representing Andres Zuniga, President of Zuko Family Limited Partnership, a Texas Limited Partnership, owner, has filed with Planning and Zoning Commission a request for a Change of Zone from Agricultural Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop the property for a warehouse and storage facility for a heavy industrial business. **COZ#181284**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Heavy Industrial District (H-I) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request for a change of zone from Agricultural and/or Open District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 02/01/2019

Roland Gomez

Approved - 02/01/2019

Melanie Cano

Approved - 02/04/2019

City Management Office

Final Approval - 02/04/2019



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: February 4, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#181284
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: December 21, 2019

5. Applicant: Melden & Hunt, Inc., representing Andres Zuniga, President of Zuko Family Limited Partnership, a Texas Limited Partnership, owner.
6. Requested Action: Re-zoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I).
7. Nature / Intent of Request: In order to develop the property for a warehouse and storage facility for a heavy industrial business.

8. Routing to Staff:

F. Melanie Cano, Director


Initials

1/29/19 ☒ Approval ☐ Denial
Date

G. Planning Staff
Recommendations


Initials

1/29/19 ☒ Approval ☐ Denial
Date

H. Planning and Zoning
Commission

Initials

1/28/19 ☒ Approval ☐ Denial
Date

I. City Attorney

Initials

Date ☐ Approval ☐ Denial

J. City Manager

Initials

Date ☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 4, 2019

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I): Being 37.397 acres tract of land out of Lots 367 & 370, Kelly Pharr Subdivision and Lot 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 800-1200 Block of East Hi-Line Road.

REZONING CHECKLIST / GOALS:

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Melden & Hunt Inc., representing Andres Zuniga, President of Zuko Family Limited Partnership, a Texas Limited Partnership, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop the property for a warehouse and storage facility for a heavy industrial business.

The subject site which is located on the north side within the 800-1200 Block of East Hi-Line Road and legally described as being a 37.397 acre tract of land, out of Lots 367 & 370, Kelly Pharr Subdivision and Lot 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Hi-Line Road, an 80' major collector which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the north, east and west and a combination of Agricultural and/or Open Space District (A-O) and Limited Industrial District (L-I) to the south. On December 16, 2014, a portion of property to the south was re-zoned from Heavy Commercial District (H-C) to Limited Industrial District (L-I). There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Heavy Industrial District (H-I) is established to provide adequate space and site diversification. The area requirements in this district are minimal, and will allow both large and small industrial uses either on separate small lots or as part of a park. Some screening is required, but because of the potential for hazardous or possibly blighting uses, this district should not be located close to residential areas of any type. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial and truck traffic.

Seven (7) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone to Heavy Industrial District (H-I) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously voted to **approve** the rezoning request for a change of zone from Agricultural and/or Open District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

1. Approve the rezoning request;
2. Table the item for:
 - a) consideration by the full board;
 - b) additional information;
 - c) additional time for applicant and adjacent property owners to meet;
3. Disapprove the request.



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, representing Andres Zuniga, President of Zuko
Family Limited Partnership, a Texas Limited Partnership, owner.

APPLICANT

Agricultural and/or Open Space District (A-O)

CURRENT ZONE

Within the 800-1200 Block of East Hi-Line Road.

ADDRESS

Heavy Industrial District (H-I)

PROPOSED ZONE

	YES	NO
1 Does the property meet the minimum area requirements for the proposed zone?	X	
2 Does the property have adequate ingress and egress?	X	
3 Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4 Is the property located along a major thoroughfare?	X	
5 Will the property have adequate parking for the proposed use?	X	
6 Will the property have adequate landscaping as per City Ordinance?	X	
7 Will the zone change increase the volume of traffic?	X	
8 Will a buffer be required?		X
9 Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS:

Approval

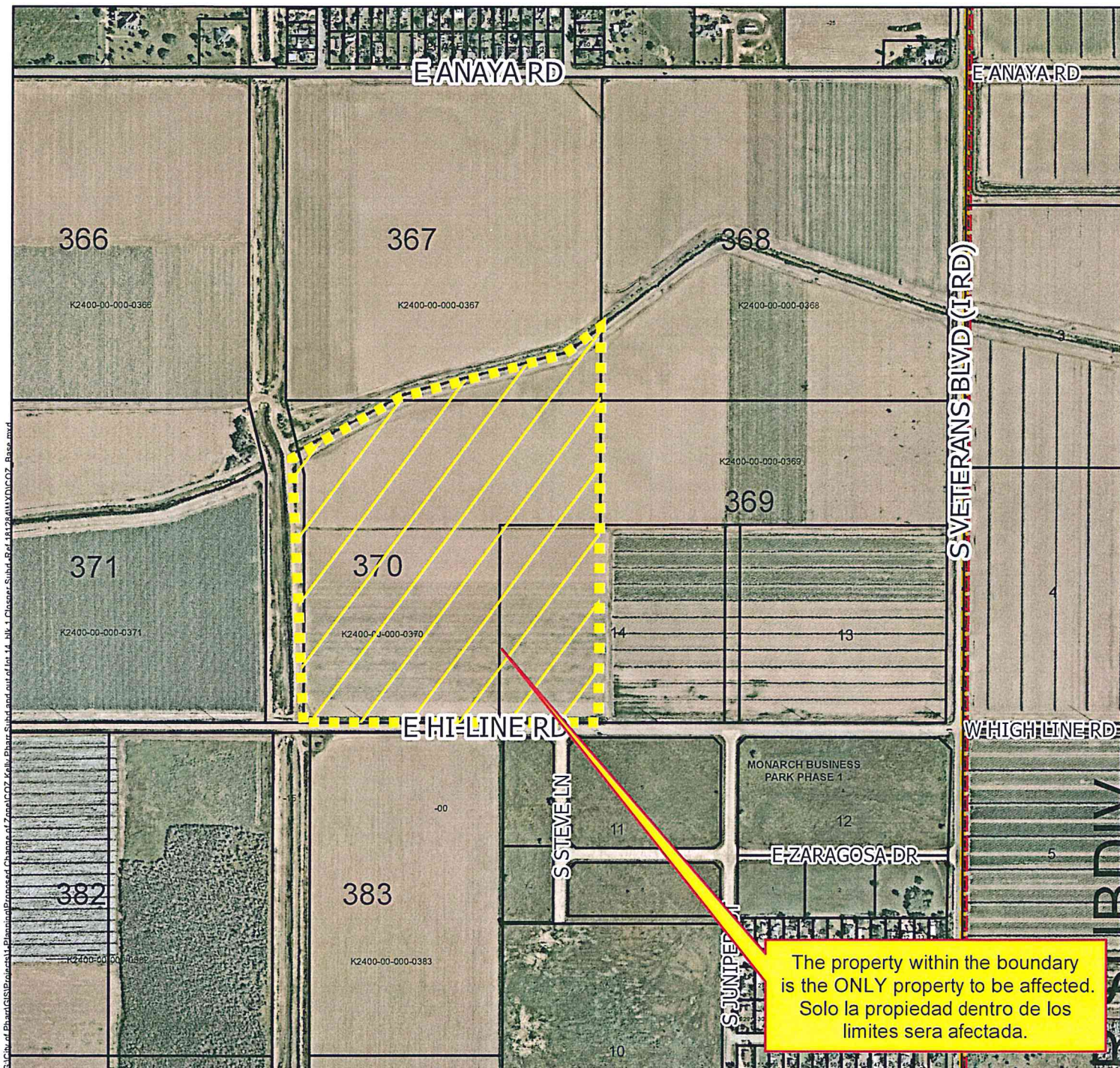
The property meets area requirements, has adequate ingress and egress and is compatible with
the surrounding properties.

Della Robles, Planner I

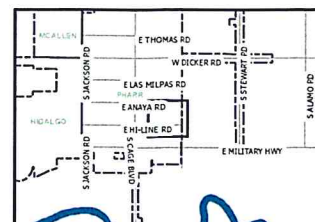
PREPARED BY

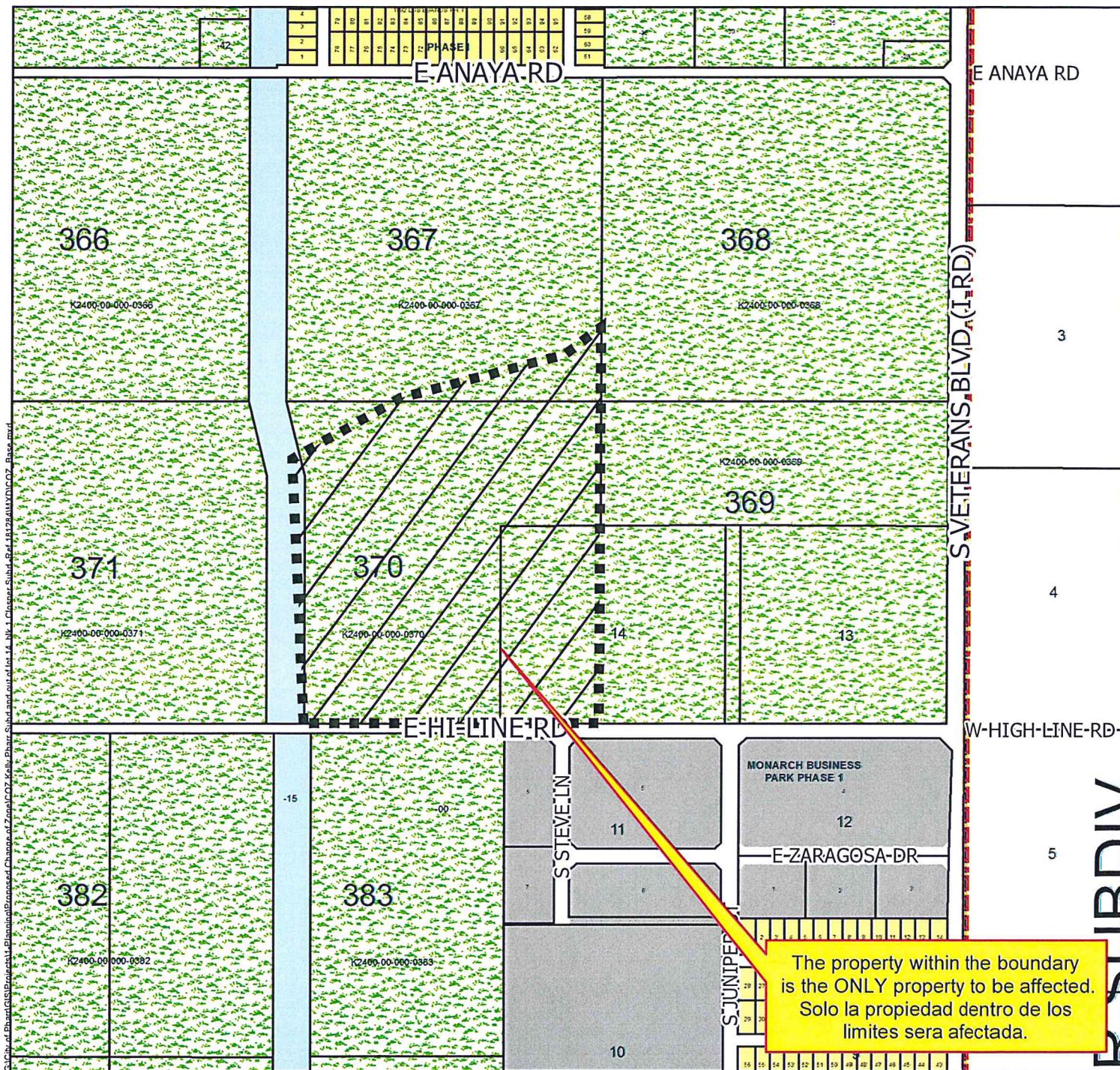
January 21, 2019

DATE



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.

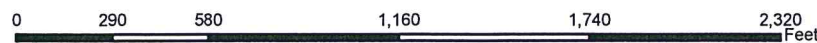
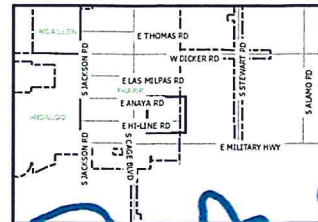




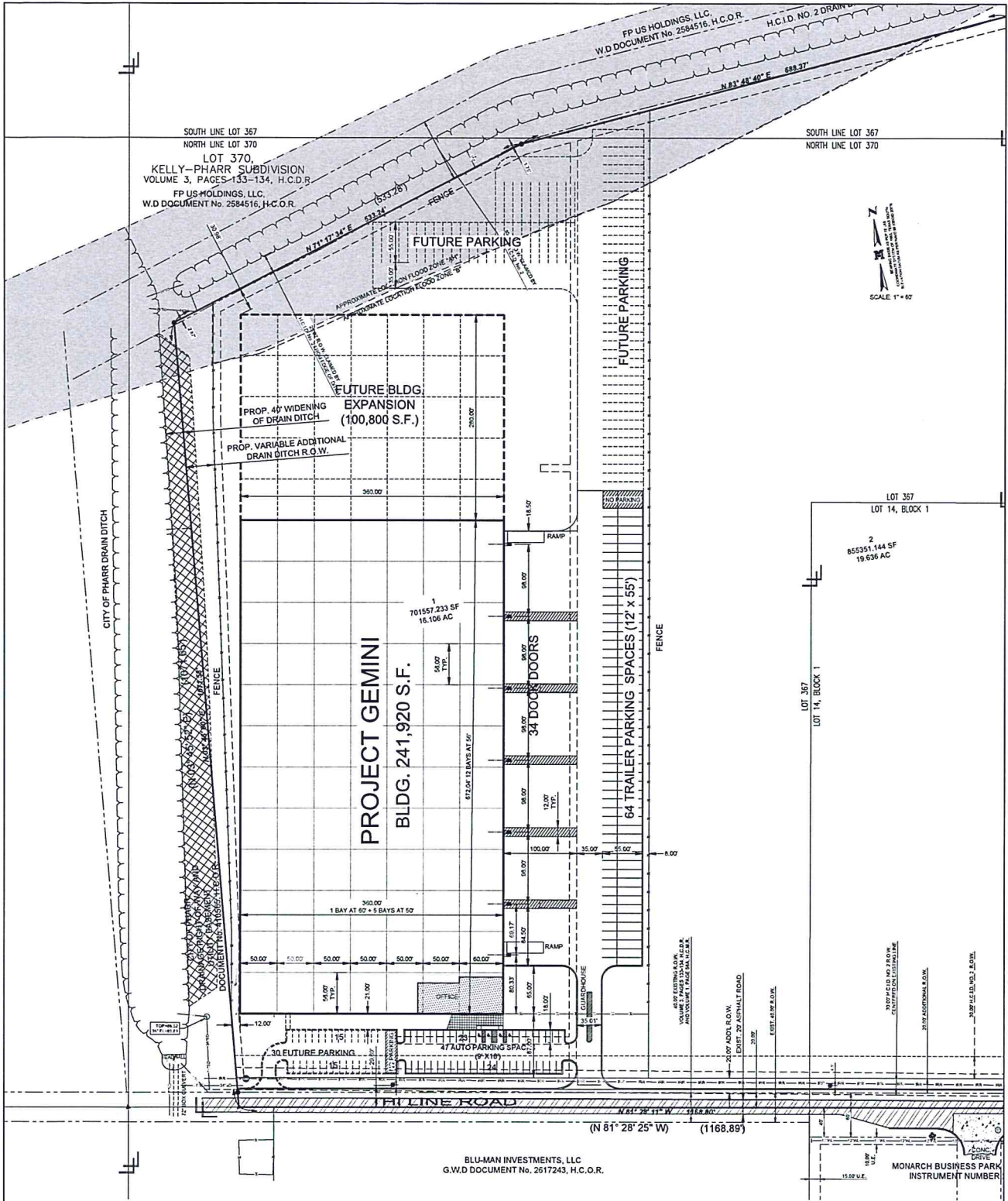
The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

- | | | |
|-----------------------------|-------------------|--------------------------|
| 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.







SHEET X OF XX 10/01/281	SITE PLAN LOT 1		GEMINI SUBDIVISION PHARR, TEXAS		DESIGNED BY: RH CHECKED BY: FLK 1. RELEASE DATE: _____ 2. RELEASE DATE: _____ 3. RELEASE DATE: _____ T. P.S. SCALE: AS SHOWN	REVISION DATE BY	10/01/281
	115 W. MAINTYRE • EDINBURG, TX 78041 PH: (281) 381-4081 • FAX: (281) 381-1838 ESTABLISHED 1987 • www.meldenandhunt.com						
	10/01/281						





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance calling the City of Pharr General Municipal Election for May 4, 2019, for election of Mayor, City Commissioners Places 1, 5, and 6 and designating Election Precincts and Polling Places.
(Consideración y acción, en Ordenanza para ordenar la Elección Municipal General de la Ciudad de Pharr el 4 de mayo de 2019, para elegir al Alcalde, Comisionados Lugares 1, 5, y 6, y la designación de Distritos Electorales y Centros de Votación) (*Adoption on 1st Reading*)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Adoption of ordinance calling a general municipal election to be held on Saturday, May 4, 2019. Seats up for vote as part of the general election are Mayor, Commissioner Place #1, Commissioner Place #5, and Commissioner Place #6. The last day to file for a place on the ballot is Friday, February 15, 2019 by 5:00 p.m.

Early voting schedule is as follows:

Monday April 22, 2019 8:00 a.m. to 6:00 p.m.

Tuesday April 23, 2019 8:00 a.m. to 6:00 p.m.

Wednesday April 24, 2019 8:00 a.m. to 6:00 p.m.

Thursday April 25, 2019 8:00 a.m. to 6:00 p.m.

Friday April 26, 2019 8:00 a.m. to 6:00 p.m.

Saturday April 27, 2019 8:00 a.m. to 5:00 p.m.

Sunday April 28, 2019 CLOSED

Monday April 29, 2019 7:00 a.m. to 7:00 p.m.

Tuesday April 30, 2019 7:00 a.m. to 7:00 p.m.

Polling Places for Early Voting will be at the Jose "Pepe" Salinas Memorial Civic Center and the Development and Research Center.

Election Day Polling Places open from 7:00 a.m. to 7:00 p.m.:

Precincts 61, 116 and 240 Pharr Housing Authority Admin Bldg., Board Room

Precincts 6, 35, and 147 Jose "Pepe" Salinas Civic Center

Precincts 60, and 115 Buckner Elementary School

Precincts 25 and 36 Pharr Elementary School

Precincts 5, 122, 137, 146 Development & Research Center
and 227

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Hilda Pedraza

Patricia Rigney

City Management Office

Created/Initiated - 02/01/2019

Approved - 02/02/2019

New - 01/30/2019

ORDINANCE NO. O-2019-

AN ORDINANCE AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2019, FOR THE PURPOSE OF ELECTING A MAYOR, COMMISSIONER PLACE 1, COMMISSIONER PLACE 5, AND COMMISSIONER PLACE 6; DESIGNATING ELECTION PRECINCTS; APPOINTING ELECTION OFFICIALS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE IVOTRONIC/EXPRESSVOTE VOTING SYSTEM; PROVIDING FOR EARLY VOTING; ESTABLISHING REGULAR BUSINESS HOURS OF THE CITY CLERK'S OFFICE ON THE FINAL TWO DAYS OF EARLY VOTING BY PERSONAL APPEARANCE; AND REPEALING ALL ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Pharr, Texas is a home rule municipal corporation in Hidalgo County, Texas; and

WHEREAS, Section 41.001(a)(1) of the Texas Election Code establishes the first Saturday of May 2019, as a uniform election day for the purposes of conducting a general election; and

WHEREAS, Section 3.004(a) (3) of the Texas Election Code provides that the governing body of a municipality shall be the authority to order a general election of electing municipal officers.

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

Section 1. That a General Municipal Election is hereby ordered to be held on the 4th day of May 2019, for the purpose of electing the following city officers:

**Mayor
Commissioner Place # 1
Commissioner Place # 5
Commissioner Place # 6**

Section 2. The hours during which the polling places for each voting precinct are to be open on Election Day shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 3. The City Clerk is expressly authorized to obtain election supplies and equipment required by law and necessary to conduct said election.

ORDINANCE NO. O-2019-

Section 4. I votronic/Expressvote Voting System equipment shall be used for voting at the foregoing election precincts and electronic counting devices and equipment shall be used for counting the ballots at said election.

Section 5. Polling Places; Voting Precincts. The boundaries of each voting precinct and the polling place for each voting precinct for the Election are as follows:

Pharr City Polling Place 1 -

Boundaries:

Those portions of Hidalgo County election Precinct Nos. 61, 116 and 240 located within the City

Polling Place:

For Precinct Nos. 61, 116, and 240:
Pharr Housing Authority
Administration Building, Board Room
104 W. Polk Ave.
Pharr, Texas

Pharr City Polling Place 2-

Boundaries:

Those portions of Hidalgo County election Precinct Nos. 6, 35, and 147 located within the City

Polling Place:

For Precinct Nos. 6, 35, and 147:
Jose "Pepe" Salinas Memorial Civic Center
1011 W. Kelly Ave.
Pharr, Texas

Pharr City Polling Place 3-

Boundaries:

Those portions of Hidalgo County election Precinct Nos. 60, and 115 located within the City

Polling Place:

For Precinct Nos. 60, and 115:
Buckner Elementary School
1001 N. Fir
Pharr, Texas

Pharr City Polling Place 4-

Boundaries:

Those portions of Hidalgo County election Precinct Nos. 25 and 36 located within the City

ORDINANCE NO. O-2019-

Polling Place:

For Precinct Nos. 25, and 36:
Pharr Elementary School
500 E. Sam Houston
Pharr, Texas

Pharr City Polling Place 5 -

Boundaries:

Those portions of Hidalgo County election
Precinct Nos. 5, 122, 137, 146, and 227
located within the City

Polling Place:

For Precinct Nos. 5, 122, 137, 146, and
227:

Development and Research Center
850 W. Dicker Road
Pharr, Texas

Section 6: Early Voting day, dates, hours and polling places: Early Voting shall commence on Monday, April 22, 2019 and terminate on Tuesday, April 30, 2019. The main polling place for early voting by personal appearance shall be at the Jose "Pepe" Salinas Memorial Civic Center, 1011 W. Kelly, Pharr, Texas.

If the Deputy Early Voting Clerk or any clerk appointed hereby to assist the Early Voting Clerk is an employee of the City of Pharr, Texas, then such person shall serve as clerk without additional compensation unless the clerk is required to work on a day which is not a regular city workday or during hours which are not regular city workday hours. In this latter case, the clerk shall be compensated at the person's regular hourly rate for the hours worked that are not part of a regular city workday, properly adjusted for overtime or holiday pay, if applicable.

A temporary branch early voting polling place for early voting by personal appearance shall be at the Development and Research Center 850 W. Dicker Road, Pharr, Texas. Any voter who is entitled to vote an early voting ballot by personal appearance may do so at the temporary branch early voting polling place. Early voting shall be conducted in accordance with the Texas Election Code on the following days, dates and hours during the early voting period.

ORDINANCE NO. O-2019-

Day	Date	Hours
Monday	April 22, 2019	8:00 a.m. to 6:00 p.m.
Tuesday	April 23, 2019	8:00 a.m. to 6:00 p.m.
Wednesday	April 24, 2019	8:00 a.m. to 6:00 p.m.
Thursday	April 25, 2019	8:00 a.m. to 6:00 p.m.
Friday	April 26, 2019	8:00 a.m. to 6:00 p.m.
Saturday	April 27, 2019	8:00 a.m. to 5:00 p.m.
Sunday	April 28, 2019	CLOSED
Monday	April 29, 2019	7:00 a.m. to 7:00 p.m.
Tuesday	April 30, 2019	7:00 a.m. to 7:00 p.m.

Section 7: Early Voting Clerk; Application for Ballot Voted by Mail.

The mailing and physical address of the Early Voting Clerk for the Election where an application for a ballot to be voted by mail is to be submitted shall be as follows:

Early Voting Clerk
City of Pharr, Texas
118 S. Cage 4th Floor
P. O. Box 1729
Pharr, Texas 78577

Or request an application by phone at 956-402-4100; fax at 956-702-5313; or email hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov .

Section 8: Notice of Election: Notice of the Election shall be given in the manner prescribed by the Texas Election Code.

Section 9: The election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

ORDINANCE NO. O-2019-

Section 10: Authorized to Execute: The Mayor is authorized to execute, and the City Clerk is authorized to attest this Election Order on behalf of the Board of City Commissioners. The Mayor is further authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 11: Declaring an Emergency Clause: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of February, 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

ORDENANZA NO: O-2019-

ORDENANZA DE LA CIUDAD DE PHARR, TEXAS AUTORIZANDO LA ELECCION GENERAL QUE SE LLEVARA A CABO EL DIA 4 DE MAYO DE 2019 CON LA FINALIDAD DE ELEGIR AL ALCALDE, COMISIONADO PUESTO #1, COMISIONADO PUESTO #5, Y COMISIONADO PUESTO #6; LA DESIGNACION DE MODULOS ELECTORALES; NOMBRAMIENTO DE OFICIALES ELECTORALES; PROVEER EL SISTEMA ELECTRONICO IVOTRONIC/EXPRESSVOTE; PROVEER VOTACIONES ADELANTADAS; ESTABLECER HORARIOS REGULARES DE OFICINA PARA LA SECRETARIA DE LA CIUDAD DURANTE LOS DOS ULTIMOS DIAS DE VOTACIONES ADELANTADAS EN PERSONA; Y REVOCAR TODAS LAS ORDENANZAS EN CONFLICTO; DECLARAR EMERGENCIA; Y PROVEER FECHA PARA ENTRAR EN VIGOR

CONSIDERANDO QUE, la Ciudad de Pharr, Texas, es una corporación municipal de gobierno local en el Condado de Hidalgo, Texas; y

CONSIDERANDO QUE, la Sección 41.001 (a) (1) del Código de Elecciones de Texas establece el primer sábado de mayo de 2019, como un día de elección uniforme para los propósitos de realizar una elección general; y

CONSIDERANDO QUE, la Sección 3.004 (a) (3) del Código de Elecciones de Texas establece que el cuerpo directivo de un municipio será la autoridad para ordenar una elección general de elección de oficiales municipales.

AHORA, POR LO TANTO, ESTA ORDENADO POR LA JUNTA DE COMISIONADOS DE LA CIUDAD DE LA CIUDAD DE PHARR, TEXAS, QUE:

SECCIÓN 1. La Elección General Municipal es nombrada y ordenada para llevarse a cabo el día 4 de mayo de 2019, con el propósito de elegir los siguientes oficiales municipales:

Alcalde

Comisionado Puesto #1

Comisionado Puesto #5

Comisionado Puesto #6

SECCIÓN 2. El horario durante el cual las casillas electorales para cada precinto deben permanecer abiertas en el Día de Elección es de 7:00 a.m. a 7:00 p.m.

SECCIÓN 3. La Secretaria de la Ciudad está expresamente autorizada por ley para obtener el material y equipo electoral necesario y conducir dicha elección.

SECCIÓN 4. El equipo del Sistema Electrónico Ivotronic/ExpressVote deberá ser utilizado para votar en los precintos electorales precedentes y los aparatos y equipo de conteo electrónico deberá ser utilizado para el conteo de boletas en dicha elección.

SECCIÓN 5. Módulos Electorales; Precintos Electorales. Los límites para cada precinto electoral, y los módulos electorales para la elección son los siguientes:

Casilla Electoral Numero 1 - Ciudad de Pharr-

Límites: Las porciones del Condado Hidalgo para los Precintos electorales Núm. 61, 116, y 240 localizados en la Ciudad

Casilla Electoral: Precintos Núm. 61, 116 y 240:
Pharr Housing Authority
Sala de Junta de Comisionados
104 W. Polk
Pharr, Texas

Casilla Electoral Numero 2 - Ciudad de Pharr-

Límites: Las porciones del Condado Hidalgo para los Precinto electorales Núm. 06, 35 y 147 localizados en la Ciudad

Casilla Electoral: Precintos Núm. 06, 35 y 147:
Centro Cívico José "Pepe" Salinas
1011 W. Kelly
Pharr, Texas

Casilla Electoral Número 3 - Ciudad de Pharr-

Límites: Las porciones del Condado Hidalgo para los Precintos electorales Núm. 60 y 115 localizados en la Ciudad

Casilla Electoral: Precintos Núm. 60 y 115:
Escuela Primaria Buckner Elementary
1001 N. Fir
Pharr, Texas

Casilla Electoral Número 4 - Ciudad de Pharr-

Límites: Las porciones del Condado Hidalgo para los Precintos electorales Núm. 25, y 36 localizados dentro de la Ciudad

Casilla Electoral: Precintos Núm. 25 y 36:
Escuela Primaria Pharr Elementary
500 E. Sam Houston
Pharr, Texas

Casilla Electoral Número 5 - Ciudad de Pharr-

Límites: Las porciones del Condado Hidalgo para los Precintos Núm. 5, 122, 137, 146 y 227 localizados en la Ciudad

Casilla Electoral: Precintos Núm. 5, 122, 137, 146 y 227:
Centro de Desarrollo e Investigación
850 W. Dicker
Pharr, Texas

SECCIÓN 6: Día de Votaciones Adelantadas, fechas, horarios y módulos electorales: Las Elecciones Adelantadas darán inicio el lunes, 22 de abril de 2019 y concluyen el martes 30 de abril de 2019. El módulo principal electoral para votaciones ADELANTADAS acudiendo en persona será el Centro Cívico Jose “Pepe” Salinas, 1011 W. Kelly, Pharr, Texas.

Si el Diputado de Votaciones Adelantadas o cualquier persona electa para asistir al Secretario de Votaciones ADELANTADAS es empleado de la Ciudad de Pharr, Texas, entonces dicha persona debe servir como secretario(a) sin recompensa adicional a menos que se le requiera trabajar en un día que no sea regular de trabajo o durante horas irregulares de trabajo. En ultimo caso, el secretario(a) debe ser compensado con el salario regular por hora por las horas trabajadas que no sean parte de un día regular de trabajo, ajustando apropiadamente el tiempo extra o días festivos, si es necesario.

El módulo electoral temporal para votaciones ADELANTADAS para asistir personalmente será el Centro de Desarrollo e Investigación, 850 W. Dicker Rd., Pharr, Texas. Cualquier votante acreditado para votar personalmente en un módulo electoral debe hacerlo en el módulo temporal. Las Votaciones Adelantadas se deben llevar a cabo de acuerdo al Código Electoral de Texas en los siguientes días, fechas y horarios durante el periodo de votaciones Adelantadas.

Día	Fecha	Horario
Lunes	Abril 22, 2019	8:00 a.m. a 6:00 p.m.
Martes	Abril 23, 2019	8:00 a.m. a 6:00 p.m.
Miercoles	Abril 24, 2019	8:00 a.m. a 6:00 p.m.
Jueves	Abril 25, 2019	8:00 a.m. a 6:00 p.m.
Viernes	Abril 26, 2019	8:00 a.m. a 6:00 p.m.
Sabado	Abril 27, 2019	8:00 a.m. a 5:00 p.m.
Domingo	Abril 28, 2019	CERRADO
Lunes	Abril 29, 2019	7:00 a.m. a 7:00 p.m.
Martes	Abril 30, 2019	7:00 a.m. a 7:00 p.m.

SECCIÓN 7: Secretario de Votaciones Adelantadas; Solicitud de Boletas para Votar por Correo.

La dirección y ubicación donde se deben enviar las solicitudes para votar por correo al Secretario de Votaciones ADELANTADAS para la Elección es la siguiente:

Secretario de Votaciones ADELANTADAS
Ciudad de Pharr, Texas
118 S. Cage Blvd., 4to Piso
P.O. Box 1729
Pharr, Texas 78577

O bien, puede pedir una solicitud por teléfono llamando al 956-402-4100; o por fax al 956-702-5313; o por correo electrónico hilda.pedraza@pharr-tx.gov o imelda.barrera@pharr-tx.gov .

SECCIÓN 8: Aviso de Elección: Se da Aviso de la Elección de manera señalada por el Código Electoral de Texas.

SECCIÓN 9: El material electoral señalado en la Sección 272.005, del Código Electoral de Texas, debe imprimirse en Inglés y español para usar en las casillas electorales y para votaciones Adelantadas de dicha elección.

SECCIÓN 10: Autorización para Efectuar: El Alcalde está autorizado para efectuar, y la Secretaria de la Ciudad esta autorizada para dar fé a esta Orden Electoral a nombre de la Comisión de la Ciudad. Así mismo, el Alcalde está autorizado para llevar a cabo otros asuntos legales necesarios para la realización y consumación de la Elección.

SECCIÓN 11: Declaración de Clausula de Emergencia: La importancia de este asunto crea una emergencia y una necesidad pública fundamental que requiere de la suspensión de la regla donde la Ordenanza es leída en tres días separados, dicha regla es suspendida por la presente y dicho requisito es prescindido por el voto de no menos de la mayoría de todos los miembros de la Comisión. Esta ordenanza debe entrar en vigor a partir la fecha de su trámite y aprobación.

TRAMITADO Y APROBADO POR EL CONSEJO DE COMISIONADOS DE LA CIUDAD DE PHARR, TEXAS, en este día 4 de Febrero, 2019.

CIUDAD DE PHARR

Ambrosio Hernandez, Alcalde

CERTIFICA:

Hilda Pedraza, Secretaria de la Ciudad



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action if any, authorizing the Pharr Public Safety Communications Department to apply for Law Enforcement Telecommunication Number.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action if any, authorizing the Pharr Public Safety Communications Department to apply for Law Enforcement Telecommunication Number.

As part of the process of moving into the new Public Safety Communications Building, we will be obtaining our own Law Enforcement Telecommunications Number through the Texas Commission on Law Enforcement

Financial Consideration: These is a \$1,000 fee

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Hilda Pedraza
Daniel Ramirez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 02/01/2019
New - 01/31/2019

TEXAS COMMISSION ON LAW ENFORCEMENT
6330 E. Highway 290, STE. 200, Austin, Texas 78723-1035
Phone: (512) 936-7700
<http://www.tcole.texas.gov>

LAW ENFORCEMENT TELECOMMUNICATION NUMBER APPLICATION
Return form with non-refundable fee of \$1,000.00. Agency, cashier's check or money order. (5519)

PROPOSED AGENCY INFORMATION

1. Proposed Agency Name		2. Proposed Agency Address	
3. City		4. State TX.	5. County
6. Zip Code		7. Phone Number	
8. Fax Number		9. E-mail	

PROPOSED AGENCY CHIEF ADMINISTRATOR INFORMATION

10. Title	11. First Name	12. M.I.	13. Last Name	14. Suffix (Jr.Etc)
15. TCOLE PID		16. Date of Birth		17. Race / Ethnicity ☐ American Indian or Alaskan Native ☐ Asian ☐ Black ☐ Hispanic ☐ Multicultural ☐ White
18. Gender ☐ Male ☐ Female				

Memorandum of Understanding Agencies

19. Agency	20. Chief Administrator	21. MOU date issued	22. Contact Number	23. E-Mail

Cite applicable statute providing legislative authority

(i.e., Local Government Code, Education Code): TX Admin. Code, Title 37 Statute Number: 211.16(d)

The entity shall submit to the commission on creation of the law enforcement telecommunication center information regarding:

- _____ (1) The need for the law enforcement telecommunication center in the community;
- _____ (2) The funding sources for the law enforcement telecommunication center;
- _____ (3) The physical resources available to tele communicators;
- _____ (4) The physical facilities that the law enforcement telecommunication center will operate, including descriptions of the secured dispatch/clerk area, and public area;
- _____ (5) Telecommunication policies of the law enforcement telecommunication center, including policies on:
- _____ (A) General Rules/Professional Conduct of Tele communicators;
 - _____ (B) Dispatch Procedures/Training;
 - _____ (C) Access to Communication Area;
 - _____ (D) Call Taking/Radio Log protocols;
 - _____ (E) General Broadcasting-Emergency Alerts;
 - _____ (F) Lane/Road Closures; and Accidents
 - _____ (G) In Progress Incidents;
 - _____ (H) Violation Alerts
 - _____ (I) Emergency Transmissions
- _____ (6) The administrative structure of the law enforcement telecommunication center;
- _____ (7) Liability insurance;
- _____ (8) Documents from the governing body authorizing creation of agency: Example(s): Municipal Code/Ordinance, School District Resolution, and;
- _____ (9) Minutes approving ordinance.

REQUESTING GOVERNMENTAL BODY

24. Governing Body			25. Mailing Address	
26. City	27. State TX.	28. Zip Code	29. Phone Number	30. Fax Number
31. Governing Body Administrator		32. Title		33. Phone Number

I, the administrator of the governmental body making request, am fully aware that this application is a government document and under penalties of perjury I declare the foregoing information to be true and correct.

Administrator (Type or Print)

Signature

Date

Sworn to and subscribed before me, this day of Month, Year

Notary public in and for, State of Texas

My Commission expires /Month/Year

Notary Seal or Stamp

Printed Name of Notary

Signature of Notary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action if any, on Interlocal Agreement between the Pharr Public Safety Communications Department and Pharr Police Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action if any, authorizing City Manager to sign ILA between the Pharr Public Safety Communications Department and Pharr Police Department

As part of the TECOE application process, we are required to have an ILA with all agencies that we will dispatch for.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 02/01/2019

Daniel Ramirez

New - 01/28/2019

Jose Luengo

Patricia Rigney

City Management Office

INTERLOCAL AGREEMENT DISPATCH SERVICE

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

This Agreement made and entered into by and between the **CITY OF PHARR POLICE DEPARTMENT**, a department in the City of Pharr (hereinafter sometimes referred to as "PPD") and the **CITY OF PHARR PUBLIC SAFETY COMMUNICATIONS DEPARTMENT**, a department in the City of Pharr (hereinafter sometimes referred to as "Communications Department"), both situated in the City of Pharr, Hidalgo County, Texas

The initial address of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City of Pharr
Jose Luengo
Chief of Police
1900 S. Cage
Pharr, TX 78577

City of Pharr
Daniel Ramirez
Director of Communications
118 S. Cage Boulevard
Pharr, Texas 78577

WITNESSETH:

WHEREAS, the Communications Department maintains full time staff to dispatch police requests and related incidents; and

WHEREAS, PPD desires to utilize the Communications Department staff to dispatch police requests and related incidents, and

WHEREAS, the Communications Department is able to accommodate this request for police dispatching services and is willing to cooperate with the PPD to affect these services for said purposes; and

WHEREAS, the Communications Department is responsible for recurring costs for dispatching services include salaries, fringe benefits, software maintenance fees, communication lines, utilities, facility maintenance and infrastructure up-grades as required; and

WHEREAS, the Communications Department is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the Communications Department and the PPD are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.00 I, et seq.

NOW, THEREFORE, the Communications Department and the PPD hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

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	d. Dispatch Staffing.....	4
	e. Equipment and Facility Maintenance.....	5
	f. Dispatch Policy Committee.....	5
	g. Audit Clause.....	5
	h. Public Information Requests.....	5
III.	DUTIES OF CITY OF PFD.....	5
	a. Dispatching.....	5
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	c. Capital Improvements.....	6
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V.	MISCELLANEOUS.....	7
	a. Release.....	7
	b. Force Majeure.....	7
	c. Entire Agreement.....	7
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	e. Assignment.....	8
	f. Parties in Interest.....	8

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

I. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set out below:

"Dispatch" means receiving a request for emergency service for a Fire request, rescue or other related incident via a 911 system, phone line, radio or other applicable form of notification and dispatching the appropriate police units to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

"Pharr Public Safety Communications Center" means the physical site where staff and equipment are located to effect, track and document the response of appropriate emergency resources.

"Police Unit" means police car, police motorcycle, support unit or any other apparatus, equipment or resource utilized for the mitigation of emergency incidents.

II. DUTIES OF COMMUNICATIONS DEPARTMENT

A. In General

During the Contract Term, Communications Department shall provide dispatch services to PPD for police requests, rescue calls, hazardous material incidents, medical alarms, mutual aid requests, or any other related type of incident to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

B. Dispatching

The Communications Department shall receive requests for emergency services at a centralized dispatch center via a 911 system, phone line, radio or other applicable form of notification. The Communications Department shall dispatch the appropriate PPD police units by radio or mobile data terminal, log all appropriate information, and fill requests issued by the Incident Commander responsible for managing the emergency. All policies, standard operating procedures, standard operating guides and performance measures for operating the dispatch center will be established and approved by the Communications Department and Pharr Public Safety Communications Advisory Committee.

C. Other Services

The Communications Department will log the availability of PPD police units for police request response.

D. Dispatch Staffing

The Communications Department will maintain sole responsibility for staffing the Communications Department. The responsibility includes hiring, terminating, scheduling and any personnel action necessary to maintain an effective and efficient dispatch center.

E. Equipment and Facility Maintenance

The Communications Department will maintain responsibility for maintenance of the Communications Department and any related equipment or appurtenances. All radio purchases and maintenance agreements shall be the responsibility of PPD

F. Dispatch Policy

The Communications Department will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the Communications. These policies will be reviewed and approved by the Pharr Public Safety Communications Advisory Committee

G. Audit Clause

The Communications Department will allow PPD access to any electronic files, books, documents, papers and records that relate to this agreement for the purpose of making an audit of the Communications Department operations and maintenance.

H. Public Information Requests

The Communications Department will process requests for public information as they relate to the Communications Department in accordance to applicable laws and local policies.

III. DUTIES OF PPD

A. Dispatching

PPD units will be responsible for advising the Communications Department when they go in or out of service. PPD shift supervisors will advise the Communications Department of shift assignments by zone or area of coverage. Any special events should be coordinated with the Communications Department by PPD prior to the event.

B. Reimbursement for Fire Dispatching Services

The Communications Department will provide PPD police dispatching services at no cost. Both departments are part of the City of Pharr and therefore the budget process takes care of costs to operate the Communications Department.

C. Capital Improvements

The PPD may participate with any capital improvements to the Communications Department with approval from the City Manager or Deputy City Manager. Capital Improvements may include items such as hardware, software, equipment and facility infrastructure improvements.

IV. TERM AND TERMINATION

- A. The first full Contract Term shall be one (1) year from the date October 1, 2018. This Contract will automatically renew, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. If neither party is in default during the renewal period and a party chooses to exercise the thirty (30) day notice to terminate the agreement, then no liquidated damages will be due. Notwithstanding the preceding provisions, the Contract Term will also end:
- Upon PPD giving Communications Department less than thirty (30) days prior notice of its intent to terminate, PPD will reimburse Communications Department for ninety (90) days of service after notice based on the reimbursement formula stated in section III-B for the cost incurred during the month prior to termination.

V. MISCELLANEOUS

A. Release

To the extent permitted by the Texas Constitution and Texas State Law, the PPD, its predecessors, successors, and assigns hereby release, relinquish, and discharge the communications department, its predecessors, assigns, legal representatives, and its former, present and future agents, employees, directors and officers from any liability arising out of the sole and/or concurrent negligence of city of Pharr for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the services performed under this contract.

B. Force Majeure

“Force Majeure” includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornados, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either part is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party’s giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so cause as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

C. Entire Agreement

This contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respects to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. Applicable Laws

This Contract is subject to all laws of the State of Texas, the City Charters and Ordinances of the City of Pharr, the City Charters and Ordinances of the City of Pharr, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. Enforcement

The City of Pharr's City Manager or his or her designee shall have the right to enforce all legal right and obligations under this Contract without further authorization.

F. Assignment

The PPD shall not assign this Contract at law or otherwise without the prior written consent of the Communications Department.

G. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the Communications Department and PPD only.

H. Notices

Any and all notices or other communications required or permitted to be given pursuant to this Inter-local Agreement shall be in writing and shall be considered properly given if sent by facsimile transmission, or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City of Pharr Police Department: Jose Luengo, Police Chief

Pharr Public Safety Communications: Daniel Ramirez, Director of Communications

IN WITNESS THEREOF, the undersigned City execute this Agreement as authorized by the respective governing body, as of the day and year first written above.

CITY OF PHARR



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action if any, on Interlocal Agreement between the Pharr Public Safety Communications Department and Pharr Fire Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action if any, authorizing City Manager to sign ILA between the Pharr Public Safety Communications Department and Pharr Fire Department

As part of the TECOE application process, we are required to have an ILA with all agencies that we will dispatch for.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Daniel Ramirez
Leonardo Perez
Patricia Rigney
City Management Office

Created/Initiated - 02/01/2019
New - 01/28/2019

INTERLOCAL AGREEMENT DISPATCH SERVICE

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

This Agreement made and entered into by and between the **CITY OF PHARR FIRE DEPARTMENT**, a department in the City of Pharr (hereinafter sometimes referred to as "PFD") and the **CITY OF PHARR PUBLIC SAFETY COMMUNICATIONS DEPARTMENT**, a department in the City of Pharr (hereinafter sometimes referred to as "Communications Department"), both situated in the City of Pharr, Hidalgo County, Texas

The initial address of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

PFD
Leonardo Perez
Fire Chief
118 S. Cage
Pharr, TX 78577

Communications Department
Daniel Ramirez
Director of Communications
100 W. Ferguson
Pharr, Texas 78577

WITNESSETH:

WHEREAS, the Communications Department maintains full time staff to dispatch Fire requests and related incidents; and

WHEREAS, PFD desires to utilize the Communications Department staff to dispatch Fire requests and related incidents, and

WHEREAS, the Communications Department is able to accommodate this request for Fire dispatching services and is willing to cooperate with the PFD to affect these services for said purposes; and

WHEREAS, the Communications Department is responsible for recurring costs for dispatching services include salaries, fringe benefits, software maintenance fees, communication lines, utilities, facility maintenance and infrastructure up-grades as required; and

WHEREAS, the Communications Department is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the Communications Department and the PFD are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.00 I, et seq.

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	b. Reimbursement for Dispatching Services.....	5
	c. Capital Improvements.....	6
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As used in this agreement, the following terms shall have the meanings set out below:

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"Pharr Public Safety Communications Center" means the physical site where staff and equipment are located to effect, track and document the response of appropriate emergency resources.

"Fire Unit" means Fire car, Fire motorcycle, support unit or any other apparatus, equipment or resource utilized for the mitigation of emergency incidents.

II. DUTIES OF COMMUNICATIONS DEPARTMENT

A. In General

During the Contract Term, Communications Department shall provide dispatch services to PFD for Fire requests, rescue calls, hazardous material incidents, medical alarms, mutual aid requests, or any other related type of incident to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

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C. Other Services

The Communications Department will log the availability of PFD Fire units for Fire request response.

D. Dispatch Staffing

The Communications Department will maintain sole responsibility for staffing the Communications Department. The responsibility includes hiring, terminating, scheduling and any personnel action necessary to maintain an effective and efficient dispatch center.

E. Equipment and Facility Maintenance

The Communications Department will maintain responsibility for maintenance of the Communications Department and any related equipment or appurtenances. All radio purchases and maintenance agreements shall be the responsibility of PFD

F. Dispatch Policy

The Communications Department will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the Communications. These policies will be reviewed and approved by the Pharr Public Safety Communications Advisory Committee

G. Audit Clause

The Communications Department will allow PFD access to any electronic files, books, documents, papers and records that relate to this agreement for the purpose of making an audit of the Communications Department operations and maintenance.

H. Public Information Requests

The Communications Department will process requests for public information as they relate to the Communications Department in accordance to applicable laws and local policies.

III. DUTIES OF PFD

A. Dispatching

PFD units will be responsible for advising the Communications Department when they go in or out of service. PFD shift supervisors will advise the Communications Department of shift assignments by zone or area of coverage. Any special events should be coordinated with the Communications Department by PFD prior to the event.

B. Reimbursement for Fire Dispatching Services

The Communications Department will provide PFD Fire dispatching services at no cost. Both departments are part of the City of Pharr and therefore the budget process takes care of costs to operate the Communications Department.

C. Capital Improvements

The PFD may participate with any capital improvements to the Communications Department with approval from the City Manager or Deputy City Manager. Capital Improvements may include items such as hardware, software, equipment and facility infrastructure improvements.

IV. TERM AND TERMINATION

- A. The first full Contract Term shall be one (1) year from the date October 1, 2018. This Contract will automatically renew, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. If neither party is in default during the renewal period and a party chooses to exercise the thirty (30) day notice to terminate the agreement, then no liquidated damages will be due. Notwithstanding the preceding provisions, the Contract Term will also end:
- Upon PFD giving Communications Department less than thirty (30) days prior notice of its intent to terminate, PFD will reimburse Communications Department for ninety (90) days of service after notice based on the reimbursement formula stated in section III-B for the cost incurred during the month prior to termination.

V. MISCELLANEOUS

A. Release

To the extent permitted by the Texas Constitution and Texas State Law, the PFD, its predecessors, successors, and assigns hereby release, relinquish, and discharge the communications department, its predecessors, assigns, legal representatives, and its former, present and future agents, employees, directors and officers from any liability arising out of the sole and/or concurrent negligence of city of Pharr for any injury, including death or damage to persons or to property where such damage is sustained in connection with or arising out of the services performed under this contract.

B. Force Majeure

“Force Majeure” includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornados, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either part is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party’s giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so cause as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

C. Entire Agreement

This contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respects to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

D. Applicable Laws

This Contract is subject to all laws of the State of Texas, the City Charters and Ordinances of the City of Pharr, the City Charters and Ordinances of the City of Pharr, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. Enforcement

The City of Pharr's City Manager or his or her designee shall have the right to enforce all legal right and obligations under this Contract without further authorization.

F. Assignment

The PFD shall not assign this Contract at law or otherwise without the prior written consent of the Communications Department.

G. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the Communications Department and PFD only.

H. Notices

Any and all notices or other communications required or permitted to be given pursuant to this Inter-local Agreement shall be in writing and shall be considered properly given if sent by facsimile transmission, or by certified mail, return receipt requested, postage prepaid, and addressed as follows:

City of Pharr Fire Department: Leonard Perez, Fire Chief

Pharr Public Safety Communications: Daniel Ramirez, Director of Communications

IN WITNESS THEREOF, the undersigned City execute this Agreement as authorized by the respective governing body, as of the day and year first written above.

CITY OF PHARR



AGENDA MEMORANDUM



BOARD: Pharr International Toll Bridge Board

AGENDA ITEM #: 8.C.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Memorandum of Understanding (MOU) between the City of Pharr, Texas and the City of Apaseo El Grande, Guanajuato, Mexico.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On January 16, 2019, the Bridge Board approved the Memorandum of Understanding (MOU) between the City of Pharr and the City of Apaseo El Grande, Guanajuato, Mexico.

Financial Consideration: N/A

Staff Recommendation: Approval to enter in to a Memorandum of Understanding (MOU) with the City of Apaseo El Grande, Guanajuato, Mexico.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 02/01/2019

Luis Bazan

Approved - 02/01/2019

Patricia Rigney

Approved - 02/02/2019

Sandra Zamora

Approved - 02/02/2019

Karla Moya

New -

City Management Office



MUNICIPIO DE APASEO EL GRANDE, GUANAJUATO.

Apaseo El Grande, Guanajuato a 9 de enero de 2019.

AMBROSIO "AMOS" HERNANDEZ

MAYOR OF THE CITY OF PHARR, TEXAS.

Courtesy Translation

AMBROSIO "AMOS" HERNANDEZ

MAYOR OF THE CITY OF PHARR, TEXAS.

Sr. Hernández,

Por medio de la presente y a nombre de nuestro Alcalde el Sr. Moisés Guerrero Lara, le extendemos un atento saludo y le expresamos de la manera más respetuosa nuestra intención formal de firmar un Acuerdo de Entendimiento (MOU) con la ciudad que Usted representa para sentar las bases de una sociedad comercial internacional en beneficio de nuestros municipios.

Nuestro municipio cuenta hoy con el crecimiento más importante en el Estado de Guanajuato, somos sede de plantas armadoras internacionales como Toyota y el parque de proveedores de Honda, contamos con una base importante de proveedores industriales de las industrias automotriz, aeroespacial, alimentos y manufactura en general, así mismo nuestro municipio es un gran productor agropecuario de la zona Centro de México.

Entendemos la importancia de Pharr, su industria, ventajas logísticas y su puerto comercial, es por ello que creemos que juntos podemos combinar fuerzas comerciales e industriales en beneficio de nuestras poblaciones. Esperamos poder cerrar un acuerdo con Usted en próximas fechas.

Atentamente,

Jorge Oliveros Jair Nara

Director de Gestión Empresarial.

Apaseo El Grande, Guanajuato

MR. Hernandez,

By this letter and in name of our Mayor Mr. Moises Guerrero Lara, we extend warm regards and state in the most respectful form, our formal intention to sign a Memorandum of Understanding (MOU) with the City that you represent to set up the basis of an international commercial partnership in benefit of our Cities.

Our City registers today the most important growth rate in the state of Guanajuato, we host OEM international plants like Toyota and Honda's Tier 1 Supplier Park, we also host an important number of automotive, aerospace, food and beverage and general manufacturing suppliers, our municipality is also a very important producer of agricultural and meat products in Center Mexico.

We understand Pharr importance, its industry, logistical advantages and its commercial port, due to these facts we believe that together we can combine industrial and commercial forces in benefit of our people. We hope to close an agreement in the near future.

Sincerely,

Jorge Oliveros Jair Nara

Director of Entrepreneurial Management.

Apaseo El Grande, Guanajuato.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Professional Service Agreement with Blue Stone Capital Solutions for Bridge Financial Consulting.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Authorization to enter in to an agreement with Blue Stone Capital Solutions for financial consulting. They will determine a five year financial projections for the Pharr Bridge, as well as major economic events, management decisions and market trends.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Luis Bazan

Patricia Rigney

Sandra Zamora

Karla Moya

City Management Office

Created/Initiated - 02/01/2019

Approved - 02/01/2019

Approved - 02/02/2019

Approved - 02/02/2019

New -

The logo features a stylized, abstract shape composed of dark blue and red geometric elements, resembling a folded flag or a dynamic arrow. A horizontal white bar with a thin grey border is positioned across the middle of the logo, containing the company name.

BLUE STONE CAPITAL SOLUTIONS LLC

“Your Business Needs a Partner as Strong as Texas”

Eddie Gutierrez
CEO

The Pharr International Bridge



Making Strides Towards Financial Success

1. Historical Financial Review
2. Cost Transformation Simplified
3. Forecast and Projections
4. Market Study
5. Other (as required)



BLUE STONE CAPITAL SOLUTIONS LLC

Historical Financial Review

- ❖ Analyze financial data from 2013-Present
 - Outline major economic events
 - Management decisions
- ❖ Determine the effectiveness of the financial decisions
- ❖ Create and advise more effective resolutions for the least effective decisions
- ❖ Report (Management and BOD)

BLUE STONE CAPITAL SOLUTIONS LLC

Cost Transformation Simplified

- ❖ Analyze every expense and attempt to reduce costs
- ❖ Develop a culture of cost conscious environment
- ❖ Reinvest savings to develop new revenues
- ❖ Report (Management and BOD)

BLUE STONE CAPITAL SOLUTIONS LLC



Forecast and Projections

- ❖ Determine the projections from 2019-2024
 - Major Economic Events
 - United States-Mexico-Canada Agreement (USMCA)
 - Value of MX Peso/US Dollar
 - Management Decisions
 - Ex: New booth, x-ray, and empty trailer lanes
 - Market Trends
- ❖ Report (Management and BOD)

BLUE STONE CAPITAL SOLUTIONS LLC

Market Study

- ❖ Economic Development Impact
 - Property Taxes
 - Job Creation
- ❖ Economic Runoff
 - New Development (Commercial & Residential)
 - Property Taxes
 - Job Creation & Employment Impact
- ❖ Report (Management and BOD)

BLUE STONE CAPITAL SOLUTIONS LLC

“Our goal is to make finance the servant,
not the master, of the real economy.”

Alistair Darling





Eddie Gutierrez

CEO

1309 N. Stuart Place Road; Suite C
Harlingen, Texas 78552

Office: (956) 428-0250

Cell: (956) 357-0274

e.gutierrez@bluestonecapitalsolutions.com



AGENDA MEMORANDUM



BOARD: Pharr International Toll Bridge Board

AGENDA ITEM #: 8.E.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Professional Services Agreement with Border Infrastructure Consulting to develop a traffic study to remove barriers on Mexican side of the bridge. (Project #1819-70-510-IPQ032-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On January 16, 2019, the Bridge Board approved to develop a traffic study to remove barriers on Mexican side of the bridge.

Financial Consideration: \$49,000.

Staff Recommendation: Authorization to enter into an agreement with Border Infrastructure Consulting in order to develop a traffic study to analyze the situation or cause of the long lines, traffic delays and congestion of trucks on the bridge. Proposed contract amount \$49,000.00.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 02/01/2019

Luis Bazan

Approved - 02/01/2019

Patricia Rigney

Approved - 02/02/2019

Sandra Zamora

Approved - 02/02/2019

Karla Moya

New -

City Management Office

CITY OF PHARR

PROFESSIONAL INFRASTRUCTURE SERVICES AGREEMENT

BORDER INFRASTRUCTURE CONSULTING LLC.

WHEREAS, the City of Pharr, Texas (City) desires to maintain its rising financial and economic influx; and

WHEREAS, the City has created and established the Pharr-Reynosa International Toll Bridge; and

WHEREAS, the City has maintained open communication and a positive working relationship with Mexico and its officials throughout the years; and

WHEREAS, the City deems it necessary to have a voice, through a consultant, that will continue to market the City and its international bridge for years to come, and allow the City to make improvements to infrastructure on both the Pharr and Mexican side of the international bridge by continuing to negotiate with Mexican officials.

THEREFORE, the City hereby enters this Agreement for purposes of accomplishing this objective.

This Agreement is entered into by the City of Pharr, Texas (City) represented by Ambrosio "Amos" Hernandez in his capacity as Mayor of the City of Pharr, Texas, and Border Infrastructure Consulting, LLC (Consultant) represented by Rogelio De Leon in his capacity as President of Border Infrastructure Consulting, LLC. The Consultant's background, knowledge, experience and expertise will be necessary to provide the services and accomplish the objectives set forth in this Agreement. Border Infrastructure Consulting, LLC is an entity legally incorporated under the laws of the State of Texas.

Consultant, in consideration for the professional fees herein stated, the terms of this agreement and amendments thereto, as well as, any resolutions and minutes

authorizing approval of the terms and conditions contained within this agreement. Consultant further agrees to render the following professional services:

1. SERVICES. The Consultant shall coordinate with CAPUFE in hiring subcontractors to perform the services described in Exhibit "A" and Exhibit "B". On Exhibit "A", the parties may identify the characteristics of the assigned project and its delivery conditions withshall adhere according to the description in Exhibit "B", which contains a description of the task that will be performed by the Consultant according to the City's desires and objectives. The Consultant shall further provide written reports to the governing body and City Administration on a Bi-Monthly basis on all services, support and the other pending activities. Consultant shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.

2. PERSONNEL. The Consultant agrees, that all personnel used by the Consultant shall be deemed as employees or sub-contractors of the Consultant and will not be considered employees, agents or sub-contractors of the City for any purpose whatsoever. The Consultant assumes full responsibility for the actions of all and such personnel while performing services and for the payment of their compensation (including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved. Not with standing and without in any way limiting any terms and conditions set forth in this agreement, all sub-contractors of the Consultant shall be deemed to have made all of the representations and warranties of the Consultant set forth herein and shall be subject to any and all obligations of the Consultant hereunder, and, if requested by the Institute, the Consultant shall obtain from each sub-contractor its written consent to and acknowledgment of the terms of this

agreement. The Consultant shall be responsible for any breach by any sub-contractor of any representations, warranties or obligations set forth in this agreement.

3. COMPENSATION AND PAYMENT. The City shall pay to the Consultant the amount of the \$49,000.00 total USD for the performance of lobbying services related the Lobbying Infrastructure Project ***(Engineering study to analyze the actual situation of long lines of Trucks on top of the Bridge. And to find a solution to improve the flow of traffic of both cars and trucks traveling northbound and southbound, see Exhibit A).*** The parties agree that the total fees of the Consultant for the above-mentioned project will be \$ 49,000.00 US Dollars and includes any payments necessary to hire subcontractors to perform the services. The Consultant understands that there is no reimbursement of travel expenses, office supplies, and any other extraordinary expenses which the Consultant will incur while attending any business trips to Mexico City. In the case the City requires extraordinary services from the Consultant, both parties agree to amend the terms of this agreement in writing accordingly, any amendment will be subject to City Commission approval.

(b) The Consultant agrees to utilize the City's resources in obtaining travel arrangements, prior to scheduling such expenses, if applicable. The City shall act in accordance with the standards and rates set by the state comptroller and related federal agencies.

4. ADDITIONAL DUTIES. Any additional duties required of the Consultant shall be subject to approval by the City's governing body upon written amendment of this agreement.

5. TERM; TERMINATION OF CONTRACT. The terms of this Agreement shall commence on the 5th day of February, 2019 and shall expire on the 30th day of April,

2019. Also, any party to this agreement can terminate this agreement for any reason upon thirty (30) days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties and in writing.

6. RENEWAL OF CONTRACT. Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners.

7. HOLD HARMLESS AND INDEMNIFICATION. The Consultant agrees to protect, defend, hold harmless and indemnify the City and any member of its departments, Board of Commissioners, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages brought by third parties.

8. INDEPENDENT CONTRACTOR / NONDISCLOSURE. The parties stipulate and agree that:

(a) The Consultant shall be an independent contractor for all purposes under this Agreement, and as such, no part of the Consultant's work-product, methods, or process provided to the City shall be directed or controlled by City; (b) the Consultant is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) the Consultant will provide its own equipment, supplies, and necessities to perform under this agreement; (d) the Consultant acknowledges and agrees that it may be personally liable for self-employment taxation; (e) the Consultant is not entitled to any benefits as may be applicable to the personnel of the City; (f) the Consultant further agrees and stipulates that neither or any agent, employee, or representative shall disclose or share any information or materials obtained from the City or in furtherance of this agreement with

any person or third-party, including but not limited to any other domestic or foreign municipality unless authorized by City.

9. NON-ASSIGNMENT. This agreement and the terms and conditions hereof shall not be assigned or subcontracted by either party without written amendment thereof.

10. CONSOLIDATION. This document is intended by the parties as the final, merged, and bonding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, understandings, or agreements have been made or relied upon in the making of this agreement, other than those specifically set forth herein.

The parties hereto execute this Agreement on this ____ day of February 2019.

Ambrosio "Amos" Hernandez

Mayor

City of Pharr, Texas

Rogelio de Leon

President

Border Infrastructure Consulting LLC

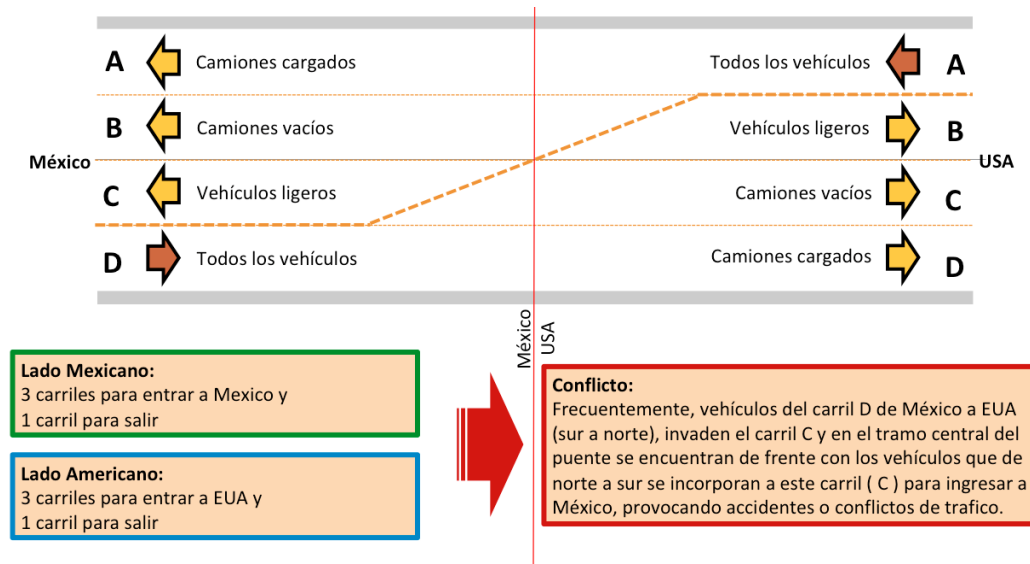
EXHIBIT "A"

TIMELINE - INFRASTRUCTURE LOBBYING SERVICES

The Consultant agrees to perform the following services:

PHASE 1: February – March 2019

- **Engineer the study and analyze the actual situation/cause of the long lines and traffic delays and congestion of Trucks while on the Bridge.**



NOTE: In accordance with the agreement, if Phase 1 is fulfilled during the Phase 2 process the monies will be granted in full. If Phase 2 is not completed on the day specified within this process, the monies will not be granted in full.

EXHIBIT "B"

TIMELINE - INFRASTRUCTURE LOBBYING SERVICES

PHASE 2: March – April 2019

- ☐ ***Find a solution to improve the flow of traffic of both cars and trucks traveling northbound and southbound. Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.***

EXHIBIT "B"

Puente Internacional Reynosa – Pharr

Make modifications (removal/additions) to barriers on Mexico's side of the bridge,
as recommended by the Study.



BORDER INFRASTRUCTURE CONSULTING LLC.



R.B.L. CONSTRUCCIONES, S.A. DE C.V.

Reynosa, Tamaulipas, 18 de Enero, 2018

FASE 2 / PHASE 2

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.

Fase 2

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.

PROYECTO EJECUTIVO:

- Objetivos y metas
- Antecedentes
- Estudios preliminares
- Planos constructivos
- Presupuesto de construcción
- Programa de trabajo



R.B.L. CONSTRUCCIONES, S.A. DE C.V.

Proposal:

Make modifications (removal/additions) to barriers on Mexico's side of the bridge, as recommended by the Study.



R.B.L. CONSTRUCCIONES, S.A. DE C.V.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: February 1, 2019

MEETING DATE: February 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Contractual Agreement with Ezequiel Ordonez Animas dba Border Infrastructure Consulting, LLC. for Professional Consulting and Lobbying Services. (Project #1819-70-510-S020-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Contractual Agreement with Ezequiel Ordonez Animas dba Border Infrastructure Consulting, LLC, for Professional Consulting and Lobbying Services. This contract provides consulting and lobbying services in Mexico. The terms of this agreement will begin February 5, 2019 and will expire on September 30, 2021.

Financial Consideration: \$8,333.33 per month, \$100,000 annual.

Staff Recommendation: Authorization to contract Ezequiel Ordonez Animas dba Border Infrastructure Consulting, LLC. for a 2.8 year period. (Monthly fee \$8,333.33)

Alternatives: N/A

ROUTING:

Hilda Pedraza
Luis Bazan
Patricia Rigney
Sandra Zamora

Created/Initiated - 02/01/2019
Approved - 02/01/2019
New -

Karla Moya
City Management Office

CITY OF PHARR

PROFESSIONAL SERVICES AGREEMENT

BORDER INFRASTRUCTURE CONSULTING LLC

STRATEGIC MARKETING IN MEXICO

WHEREAS, the City of Pharr, Texas (City) desires to maintain its rising financial and economic influx; and

WHEREAS, the City has created and established the Pharr-Reynosa International Toll Bridge; and

WHEREAS, the City has maintained open communication and a positive working relationship with Mexico and its officials throughout the years; and

WHEREAS, the City deems it necessary to have a voice through a consultant that will continue to market, the City and its international bridge for years to come and make improvements to infrastructure on both the Pharr and Mexican side of the international bridge by continuing to negotiate with Mexican officials.

This Agreement is entered into by the City of Pharr, Texas (City), and the Border Infrastructure Consulting, LLC , represented by Ezequiel Ordonez Animas (Management Consultant) . The Consultant, in consideration for the compensation herein provided shall render the bellow-described services. The parties agree that Consultant shall provide its corporate formation filings pertaining to the terms of this Agreement and amendments thereto, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this Agreement. Consultant further agrees to render the following professional services:

- 1. SERVICES.** The Consultant shall perform his obligations and Basic Services

necessary for the development of the services described in *Attachment "A" Deliverables*. The Deliverables provides a description of the tasks that will be performed by the Consultant and is based on the understanding of the City's desires and objectives. Consultant shall further provide written reports to the governing body and City administration on a quarterly basis of all progress, services, support, and other activity. Consultant shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.

2. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this Agreement. The principal personnel that will be carrying out this project is Ezequiel Ordoñez Animas, operation manager for the company.

3. COMPENSATION AND PAYMENT. a) The City shall pay Consultant for the performance of services, a fee of \$8,333.33 payable monthly. Said compensation shall equal and not exceed \$100,000.00 annually. Consultant will not be reimbursed for any travel expenses or office expenses at its Victoria, Tamaulipas, Mexico office. Compensation for additional services, which may be required of the Consultant, shall be provided for if the terms of this Agreement are amended in writing accordingly.

b) The Consultant agrees to utilize City resources in obtaining travel arrangements, prior to scheduling and expenditure, if practicable. The City shall act in accordance with accepted standards and rates from the state comptroller and related federal agencies.

c) The International Bridge Office shall be responsible for paying registration fees for Events, Expos, and Seminars.

4. ADDITIONAL DUTIES. Any additional duties required of the Consultant shall be subject to approval of the City's governing body, and upon written amendment of this Agreement.

5. TERM AND; TERMINATION OF CONTRACT. The term of this Agreement shall commence on the 5th day of February, 2019 and shall expire on the 30th day of September, 2021. Any party to this Agreement can terminate this Agreement for any reason or for no reason upon thirty (30) days written notice to the other party. This Agreement can also be terminated upon mutual consent of both parties, evidenced in writing.

6. RENEWAL OF CONTRACT. Upon the expiration of this Agreement, the Agreement may be renewed only with the consent of the City's Board of Commissioners.

7. HOLD HARMLESS AND INDEMNIFICATION. The Consultant agrees to protect, defend, hold harmless and indemnify the City, any member of its departments, Board of Commissioners, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages brought by third parties.

8. INDEPENDENT CONTRACTOR / NONDISCLOSURE. The parties stipulate and agree that: (a) Consultant shall be an independent contractor for all purposes under this Agreement, and as such, no part of Consultant's work-product, methods, or process provided to City shall be directed or controlled by City; (b) Consultant is not prohibited from providing services to any other entity or person that are not in conflict with the interests of the City of Pharr and its corporations and departments; (c) Consultant will provide its own equipment, supplies, and necessities to perform under this Agreement; d) Consultant acknowledges and agrees that it may be personally liable for self-employment taxation; (e) Consultant is not entitled to any benefits as may be applicable to the personnel of the City; (f) Consultant further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this Agreement with any person or third-party including, but not

limited to, any other domestic or foreign municipality unless authorized by City.

9. NON-ASSIGNMENT. This Agreement and the terms and conditions herein shall not be assigned or subcontracted by either party without prior written amendment.

10. CONSOLIDATION. This document is intended by the parties as the final, merged, and bonding expression of their Agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, understandings, or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein.

Signed on this ____ day of _____, February 2019.

Ezequiel Ordoñez-Animas
Operation Manager, Border Infrastructure Consulting LLC

Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

ATTACHMENT "A"

DELIVERABLES & VARIABLE COST

Consultant agrees to provide the City of Pharr with the following services:

1. Workshops for the Pharr International Bridge with attendance by the Mexican representatives Association's and Councils (SAT, CAPUFE, SRE, SCT, Mexico Federal Government, Tamaulipas State Government, Municipality of Reynosa, INDEX Reynosa, INDEX National, AAA Reynosa, CANACAR, CAAREM, TIPPA, AMHPAC, COMSE, Pro-Mexico, Produce and Automotive Manufacturing Clusters, and any other governing agency and/or membership association).
2. To approach the central states of Mexico, mainly Tamaulipas, Nuevo Leon, Queretaro, Zacatecas, Colima, Aguascalientes, Sinaloa, Jalisco and Guanajuato and initiate research by collaborating with the local export chambers, agricultural unions, cattle raisers, citrus growers and farmers to create a database of the companies that they serve.
3. To identify the companies which have not used the Pharr International Bridge for the exportation of their goods into the United States, most for Central, Bajio and Pacific of Mexico.
4. To invite the representatives of those companies to a formal presentation on the advantages of using the Pharr International Bridge, and to provide information on its infrastructure and a breakdown of the cost-saving fees, average crossing times and other benefits and advantages.
5. To participate in different events, fairs, and expos around Mexico, such as, but not limited to: Maquiladora (Manufacturing) Industry, Logistics (Transportation, Freight and Distribution), Produce Industry, Binational Bridges and Borders, Border Master Plan, and any other governing agency and/or membership association.
6. Coordinate efforts and plan bi-nationally with Mexican officials to secure the funding for infrastructure projects at the State and Federal levels in Mexico to increase capacity, streamline import/export processes, increase commercial truck throughput, reduce border wait times and make the Pharr – Reynosa International Bridge in Texas.

VARIABLE COST:

Reimbursement of travel expenses will not be authorized for any operational expenses at the Victoria, Tamaulipas, Mexico office.

Any extraordinary travel expenses to be incurred are to be requested in advance and authorized by the International Bridge Office one month prior to making said travel arrangements.

The International Bridge Office shall be responsible for paying registration fees for Events, Expos and Seminars.

After every trip, there will be a meeting to submit a report and discuss the results obtained.

The Project Variable Cost is for Lodging, Meals, Transportation, Maintenance, and Airfare.

BUDGET SUMMARY: FY 2019 - 2021

Fixed Costs	\$ 43,620 Dlls.
1st Variable Costs	\$ 28,190 Dlls. Travel expense
2nd Variable Costs	\$ 28,190 Dlls. Travel expense
GRAND TOTAL	\$100,000 Dlls. Annual