

**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
WEDNESDAY, JUNE 12, 2019**

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PUBLIC HEARINGS:

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

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

A) City Engineer's Report.

B) City Events of Interest.

AGENDA REGULAR MEETING

June 12, 2019

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

A) Approval of Minutes for May 6, 2019 Regular Called Meeting; May 13, 2019 Special Called Meeting; and May 23, 2019 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action authorizing City Manager to advertise for formal sealed bids for the purchase of 10-4" Gorman Rupp Pumps for the Wastewater Treatment Plant. (Project #1819-60-586-P020-013) (PUBLIC UTILITIES)

C) Consideration and action on Development Services Cases:

1. All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas. The property's physical address is 819 West Ferguson. **CUP#120419** (DEVELOPMENT SERVICES)

2. Angel R. Rojas has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P). The property is legally described as being a 0.16-acre tract of land, out of, Lot 340, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7905 South Cage Boulevard. **COZ#190427** (DEVELOPMENT SERVICES)

3. Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3). The property is legally described as being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1312 West Kennedy Street. **COZ#190424** (DEVELOPMENT SERVICES)

PLATS:

1. M.A.S. Engineering LLC., representing Jorge Ivan Garza Valdez, President of AZJOR truck & equipment, Inc., is requesting final plat approval of the proposed AZJOR Subdivision. The property is legally described as being a 0.81-acre tract of land out of Lot 92, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4000 and 5000 Block of North IH 69C. **SUB#180615** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance O-2018-36 for budget amendments to the Fiscal Year 2018-2019 Budget. **(Adoption on 1st Reading)** (FINANCE)

B) Consideration and action, if any, on Ordinance amending Chapter 26, Businesses, by adding Article XI, Self-Storage or Mini-Warehouse Facilities, to the Code of Ordinances. **(1st Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-92-15 providing for a reasonable limit on the amount of time to be spent for repeat public information requestors. **(1st Reading)** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-41 relating to the number of authorized civil service positions within the Fire and Police Department. **(2nd Reading)** (HR)

E) Consideration and action, if any, on Ordinance amending Appendix A, Zoning Ordinance. **(2nd Reading)** (DEVELOPMENT SERVICES)

F) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Parks and Recreation Advisory Board. (PARKS)

G) Consideration and action if any, on Resolution appointing/re-appointing four (4) members to the Beautification Committee. (PUBLIC WORKS)

H) Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem. (ADMINISTRATION)

I) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding. (DEVELOPMENT SERVICES)

6. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on contract extension for four years with Ticketmaster for the handling of all ticket sales for concerts held at the Pharr Events Center. (EVENTS CENTER)

B) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Gold Star Petroleum for the Purchase and Delivery of Fuel. (Project# 1718-01-517-SP002-59) (PURCHASING)

C) Consideration and action, if any, authorizing City Manager to enter into a lease agreement with Nevill Document Solutions, LLC. for the leased multi-function printers including maintenance plan for city departments utilizing co-op DIR-TSO-3092. (Project #1819-01-518-S030-001) (IT)

D) Consideration and action, if any, authorizing City Manager to amend contract with R. Gutierrez Engineering Corporation in the amount of \$10,270 for Professional Engineering Services for the West Las Milpas Road Reconstruction and Intersection Widening Project. (Project #C1718-01-528-0034A) (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to amend contract with R. Gutierrez Engineering Corporation in the amount of \$5,090 for Professional Engineering Services for the Thomas Left Turn Lanes Construction Project. (Project #1718-39-510-C009-252A) (ENGINEERING)

F) Consideration and action, if any, authorizing City Manager to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative (#170201) to negotiate and approve a contract for the Communications Center Building Renovations for IT Offices Room Additions. (Project #1819-39-510-C014-001) (ENGINEERING)

G) Consideration and action, if any, on acceptance of the Parks & Recreation Dugouts for Pharr Sports Complex and Witten Park Project (Bid Number 1718-40-510-C008-161) and Release of Final Payment and Retainage in the amount of \$15,611.10. (Project #1718-40-510-C008-161) (ENGINEERING)

H) Consideration and action, if any, on acceptance of the Jackson Road Right Turn Lanes Construction Project (Project #1718-40-510-C010-252) and Release of Final Payment and Retainage in the amount of \$7,937.47. (ENGINEERING)

AGENDA REGULAR MEETING

June 12, 2019

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

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

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

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

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

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

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

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

9. ADJOURNMENT:

AGENDA REGULAR MEETING
June 12, 2019

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 7th day of June 2019 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 7th day of June 2019.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 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 - 6/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 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 Anzaldúa
City Management Office

Created/Initiated - 6/6/2019
Approved - 6/7/2019
Final Approval - 6/7/2019

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**
- ☐ **Moore Rd. 24" Sanitary Sewer Line 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:	Project was Awarded to Texas Cordia NTP May 6, 2019
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:	AEP is currently installing lights
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
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)

DESIGN PHASE

Design Engineer:	Half Associates
Description:	Construcion 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 has been awarded.
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:	Single Machine Repaving Year 4		
Engineer	R. Gutierrez		
Contractor	Cutler Repaving Inc.		
Contract Amount	\$2,878,048	Contract Time (Days)	210
Notice to Proceed	2/4/2019	Contract Time Used:	55.24%
Description: Resurfacing of streets in downtown and southern areas.			
Status: Construction is complete			
Pictures:			
			

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:	172.22%

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:	172.22%

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:	172.22%

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:	172.22%

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:	100.83%
Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building			
Status: Construction is Ongoing			

Pictures:



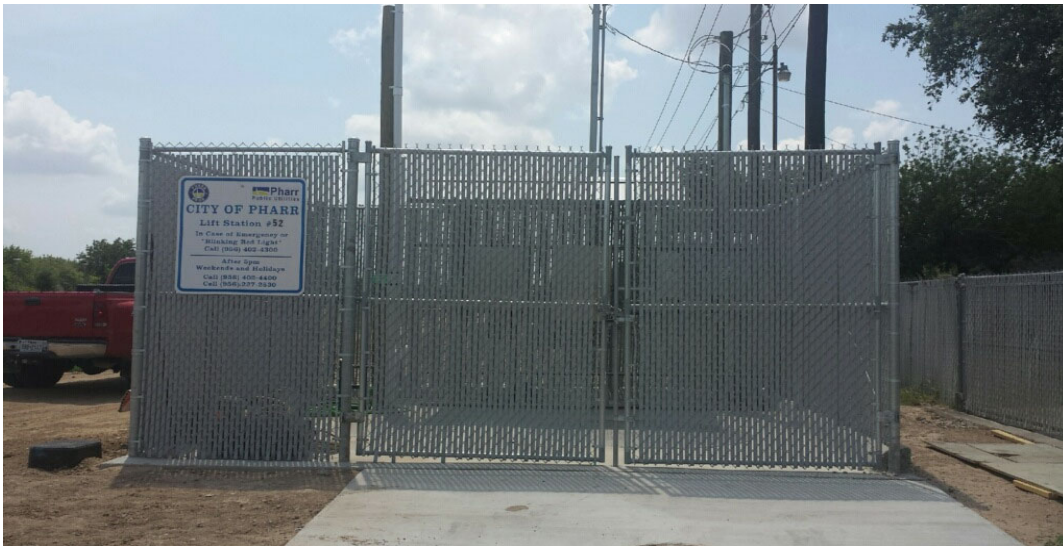
CONSTRUCTION PHASE

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:	127.62%

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:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 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 - 6/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for May 6, 2019 Regular Called Meeting; May 13, 2019 Special Called Meeting; and May 23, 2019 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Minutes for Regular Meeting on May 6, 2019, Special Called Meeting on May 13, 2019, and Regular Meeting on May 23, 2019.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/6/2019
Final Approval - 6/6/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 6, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 6, 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 Anzaldúa, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Roland Gomez, Dev. Services Asst. Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Isaac Escobedo, Parks & Rec. Asst. Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Daniel Ramirez, Communications Director
Veronica Gutierrez, Purchasing
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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Alex Meade, City Manager, led in the pledge of allegiance and Luis Bazan said the invocation.

Comm. Carrillo entered the meeting at this point of the agenda. The time being 4:01 p.m.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING 2019 NATIONAL POLICE WEEK

Jose Luengo, Police Chief, thanked the Commission and gave a brief description of the type of work and duties police officers do and went into detail on what National Police Week represents. Chief Luengo also presented the Mayor and the City Commission with a token of appreciation.

Mayor Hernandez thanked the Police Department for their service and read proclamation proclaiming May 13-17, 2019 as National Police Week. Chief Luengo received proclamation.

B) PROCLAMATION PROCLAIMING NATIONAL ECONOMIC DEVELOPMENT WEEK

Victor Perez, PEDC Director, and Karina Lopez, Business Retention and Expansion Manager, thanked City Commission for their support and leadership. Mr. Perez stated economic development was the driving force and thanked the PEDC Board Members for their support and service as well.

Mayor Hernandez stated the City of Pharr was doing very well and congratulated Mr. Perez for his endeavors and his leadership at the PEDC.

Comm. Caballero read proclamation proclaiming May 6-11, 2019 as National Economic Development Week and presented proclamation to Victor Perez and Karina Lopez.

At this time, Alex Meade, City Manager, recognized the PSJA Lady Raiders Softball team and congratulated them for going to the 2019 Playoffs Regional Quarter Finals and for a successful season.

Mayor Hernandez, Comm. Bracamontes and Comm. Carrillo congratulated the coaches and players for their talent and victory.

Alex Meade, City Manager, announced the Fire Department held a fundraiser for Texas State Trooper Moises Sanchez and called upon Assistant Fire Chief, Eloy Salazar.

Eloy Salazar, Assistant Fire Chief, stated the firemen had several fill-the-helmet events throughout the City of Pharr to collect donations for Trooper Sanchez. He reported total donations collected were \$5,762 and presented check to Trooper Johnny Hernandez.

Trooper Johnny Hernandez, on behalf of the Texas Department of Public Safety and Trooper Sanchez's family, accepted the donation and gave a brief health status report on Trooper Sanchez. He further thanked all the citizens of Pharr and the Pharr City Commission for their support.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Alex Meade, City Manager, introduced the City Engineer's Report and stated the City Engineer was available for any questions. No questions were asked.

B) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported on upcoming events at the Pharr Events Center. He further congratulated Kenneth Ennis, Assistant Director of Communications, for receiving the Supervisor of the Year award from Lower Rio Grande Valley Development Council 9-1-1.

Kenneth Ennis thanked Danny Ramirez, Communications Director, for the motivation and his staff for the nomination for this award. He further thanked the City Commission for the recognition.

Alex Meade, City Manager, further congratulated Firefighter Robert Hernandez for being awarded "Firefighter of the Year" by the Rio Grande Valley Firefighters and Fire Marshals Association.

Eloy Salazar, Assistant Fire Chief, recognized Firefighter Hernandez for the award and stated he had been with the City of Pharr for thirty-three (33) years. He further congratulated Firefighter Hernandez for his service and great passion for training.

ITEM 5. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR APRIL 1, 2019 REGULAR CALLED MEETING AND APRIL 15, 2019 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON CHANGE ORDER NO. 1 WITH BRYNE SOFTWARE TECHNOLOGIES, INC. FOR PROJECT RESTART IN THE AMOUNT OF \$9,130.20 (DEVELOPMENT SERVICES)**
- C) CONSIDERATION AND ACTION RATIFYING AWARD OF CONTRACT TO JOHNSON CONTROLS FROM THE BUYBOARD COOPERATIVE TO THE TIPS COOPERATIVE FOR THE HVAC BUILDING AUTOMATION SYSTEM CONTROLS AT THE POLICE STATION AND MEMORIAL LIBRARY IN THE AMOUNT OF \$124,000.00 (ENGINEERING)**
- D) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE PHARR FY 15 DAP PROJECT(S) (ENGINEERING)**
- E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. RAUL FONG, D/B/A JUNCTION CAFE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1 AND THE S7' OF LOT 2, BLOCK 1, J.T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 11 SOUTH CAGE BOULEVARD. CUP#911291**
 - 2. REYES GARZA, D/B/A THE FRATERNAL ORDER OF EAGLES OF PHARR, TEXAS, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 3, BLOCK 58, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 305 SOUTH CAGE BOULEVARD. CUP#060312**

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 by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting on Item 5-C.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PHARR POLICE DEPARTMENT TRAINING ADVISORY BOARD (POLICE)

Alex Meade, City Manager, introduced the item and stated staff recommended Jose Garcia.

Comm. Carrillo **moved** to appoint Jose Garcia to the Pharr Police Department Training Advisory Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-28 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CONCERNING AEP DISTRIBUTION COST RECOVER FACTORS (DCRF) APPLICATION TO INCREASE DISTRIBUTION RATES (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and recommended approval of resolution to deny increase of distribution rates.

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

Resolution No. R-2019-29 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) PRESENTATION OF THE 2019 CITY OF PHARR PERFORMANCE REVIEW SURVEY (HR)

Alex Meade, City Manager, introduced item.

Michael Uhrbrock, Director of Data Center at UTRGV, presented the 2019 City of Pharr Performance review and went over the survey results and rating summary.

Comm. Caballero left the meeting at this point of the agenda. The time being 4:35 p.m.

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE THOMAS ROAD-LEFT TURN LANE CONSTRUCTION PROJECT (PROJECT NO. C1718-39-510-C009-252) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated the Change Order was to provide drainage improvements to the adjacent alley which ponds during rain events. He further recommended approval of Change Order No. 1 to add \$8,102.80 to M.J.A. Construction, LLC.

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

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

Alex Meade, City Manager, introduced the item and stated the item would be discussed in closed session.

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON PURCHASING TEN (10) 2019 POLICE CHEVROLET TAHOE POLICE PURSUIT VEHICLES USING THE TARRANT COUNTY CO-OP # 2019-014 (PROJECT NUMBER #1819-01-512-P016-001) (POLICE)

Alex Meade, City Manager, introduced the item and stated the total purchase would be \$317,010 and recommended approval.

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

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ALDANA ENGINEERING & TRAFFIC DESIGN, LLC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF JACKSON RD. AND MINNESOTA RD. (ENGINEERING)

Alex Meade, City Manager, introduced the item. He briefly stated traffic signal construction would be fully funded by TxDOT and the cost to the City would be an estimated fee of \$17,000. He further recommended approval and authorization to negotiate and enter into a contract with Aldana Engineering & Traffic Design, LLC. for Professional Engineering design services.

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

B) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING WITH SOUTH TEXAS COLLEGE (STC) FOR THE POLICE ACADEMY/BASIC PEACE OFFICER CERTIFICATION (POLICE)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PHARR AND AMERICAN RED CROSS (EMERGENCY MANAGEMENT)

Alex Meade, City Manager, introduced the item and briefly explain this was for services during disasters or events that would affect the citizens for Pharr. He further recommended approval.

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

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

The time being 4:49 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 11. RECONVENE

The time being 5:04 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

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

Alex Meade, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:05 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 6th DAY OF MAY 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:

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, MAY 13, 2019 AT 4:00 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, May 13, 2019 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Judge
Jose Luengo, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Jose Villescas, Public Utilities Dir.
Ricardo Pedraza, Public Works Dir.
Jose Pena, IT Director
Sergio Alains, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Luis Bazan, Bridge Director
Daniel Ramirez, Communications Dir.
Victor Perez, PEDC II Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

All present.

B) PLEDGE OF ALLEGIENCE/INVOCATION

Luiz Bazan, Bridge Director, lead in the pledge of allegiance. Father Derlis Garcia said the invocation.

ITEM 2. ORDINANCES AND RESOLUTIONS

**A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AND ORDER
CANVASSING THE ELECTION RESULTS FOR THE GENERAL MUNICIPAL
ELECTION HELD MAY 4, 2019 (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

Hilda Pedraza, City Clerk, went over the ordinance declaring the results of the May 4, 2019 municipal election. She stated for Mayor, Ambrosio “Amos” Hernandez received 2,191 (100 %) votes; for Commissioner Place No. 1 Daniela Zuniga received 1,079 (39.57%) votes and Eleazar Guajardo received 1,648 (60.43%) votes; for Commissioner Place No. 5 Ricardo Medina received 2,127 (100%) votes; and for Commissioner Place No. 6 Itza Flores received 1,702 (62.76%) votes and Lorena Singh received 1,010 (37.24%) votes.

Hilda Pedraza, City Clerk, further stated that Ambrosio “Amos” Hernandez received majority of votes to hold the office of Mayor; Eleazar Guajardo received the majority of votes to hold the office of City Commissioner Place No. 1; Ricardo Medina received majority of votes to hold the office of City Commissioner Place No. 5; and Itza Flores received majority of votes to hold the office of City Commissioner Place No. 6.

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

Ordinance No. O-2019-12 is filed with the City Clerk’s Office.

ITEM 3. ADMINISTRATIVE

**A) OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS
(ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

Ricardo Rodriguez, District Attorney, administered the Oath of Office to Commissioner Eleazar Guajardo.

MINUTES: SPECIAL CALLED MEETING
MAY 13, 2019

Judge Renee Rodriguez Betancourt administered the Oath of Office to Commissioner Itza Flores.

Judge Joanne Garcia administered the Oath of Office to Commissioner Ricardo Medina.

Judge Jerry Munoz administered the Oath of Office to Mayor Ambrosio "Amos" Hernandez.

ITEM 8 ADJOURNMENT:

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:38 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 13th DAY OF MAY 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 23, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 23, 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. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Ricardo Medina

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Karla Moya, Finance Director
Anali Alanis, HR Director
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Roland Gomez, Dev. Services Asst. Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Isaac Escobedo, Parks & Rec. Asst. Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Daniel Ramirez, Communications Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NATIONAL PUBLIC WORKS WEEK

Ricardo Pedraza, Public Works Director, introduced his staff and invited everyone to attend the Public Works Week event on May 23, 2019 at 5:30 p.m.

Mayor Hernandez read proclamation proclaiming May 19-26, 2019 as National Public Works Week and presented proclamation to Ricardo Pedraza.

At this time, Mayor Hernandez called upon Dr. Eliza Alvarado. Dr. Alvarado introduced PSJA future nurses and stated through Project Heal 2, school districts were given an opportunity to enroll in first year College prerequisite courses through South Texas College. She stated the courses have allowed the students to pursue the path towards earning an Associate's Degree in Nursing at South Texas College, or a Bachelor's Degree in Nursing at UTRGV University.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Rebecca Canchola spoke against item 5.E.6.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MAY 2019

Alex Meade, City Manager, introduced the sales tax report for the month of May 2019 and stated the report showed an overall positive increase in the amount of \$2,099,316 from last year, or an increase of 17.60%.

B) SUBMISSION OF TAX COLLECTION REPORT FOR APRIL 2019

Alex Meade, City Manager, introduced the tax collection report for the month of April 2019 and stated collections were \$17,750,121 or 92.71% collected out of this year's levy. This was a 0.02% increase compared to last year.

Alex Meade, City Manager, further reported delinquent tax collections were \$431,529 which was 17.31% collected of previous year's tax roll. He stated this was a decrease of 0.59% compared to last year.

C) SUBMISSION OF QUARTERLY REPORT FOR PERIOD ENDING MARCH 2019

Alex Meade, City Manager, introduced the quarterly report for period ending March 2019 and stated this report was preliminary and prepared by Finance Department as part of city fiscal transparency.

D) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the Pharr Memorial Library would be having their children's summer reading program from June 3 to July 7, 2019 and stated registrations were now open.

Alex Meade, City Manager, reported the Memorial Day Ceremony would take place on Monday, May 27, 2019 at Memorial Park. He stated the Mayor and City Commission would pay their respects to the fallen heroes and pay tribute in this special ceremony with friends and family. He further extended an invitation to everyone to attend.

Alex Meade, City Manager, reported on upcoming events at the Pharr Events Center and called upon Police Chief Luengo to report on the Mothers Against Drunk Driving (MADD) event.

Chief Luengo stated the City of Pharr received a community award for outstanding dedication to the Mothers Against Drunk Driving Mission within the community and presented a plaque to the Commission in appreciation for their help during an event held on May 7th.

ITEM 5. CONSENT AGENDA

- A) CONSIDERATION AND ACTION ON PARTICIPATION ON THE 2019 TXDOT CLICK IT OR TICKET CAMPAIGN (GRANT #2019-PHARRPD-CIOT-00019) (POLICE)**
- B) CONSIDERATION AND ACTION ON RENEWAL OF STATE PLAN OF OPERATION (SPO) BETWEEN CITY OF PHARR POLICE DEPARTMENT AND LAW ENFORCEMENT SUPPORT OFFICE (POLICE)**

- C) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR CONSTRUCTION OF OFFICES FOR IT AT THE PHARR PUBLIC SAFETY COMMUNICATIONS BUILDING (IT)**
- D) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE 16-INCH WATERLINE PROJECT ALONG HILINE RD. FROM CAGE BLVD. TO MONARCH BUSINESS PARK (ENGINEERING)**
- E) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
- 1. JUAN F. GARZA, D/B/A MUELLE 37, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.073 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 2, BROWNING COMMERCIAL AREA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1000 NORTH CAGE BOULEVARD, SUITE A. CUP#150325**
 - 2. LAS PUPUSAS DEL ITACATE, LLC. REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.054 ACRES OUT OF LOT 1A, TIM DEVELOPMENT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 807 SOUTH JACKSON ROAD, SUITE 6. CUP#180318**
 - 3. RAMIRO ARMENDARIZ, REPRESENTING RED TAPE VI D/B/A STILETTOS CABARET, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, ALBRAD SUBDIVISION UNIT #3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1050 NORTH SUGAR ROAD. CUP#120418**
 - 4. JHOAN R. GONZALEZ, D/B/A TACOS Y MARISCOS EL SINALOENSE, REQUESTED A CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.12 ACRES, MORE OR LESS, OUT OF LOT 194, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6811 SOUTH JACKSON ROAD. CUP#190322**
 - 5. MAYRA ELIZABETH PEDRAZA REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZE STORAGE UNIT (LARGER THAN 120 SQUARE FEET) IN A SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 48, LOS RANCHITOS NO. 3 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 7517 SOUTH PLATA LANE. CUP#190319**

6. MICHAEL C. COBOS, D/B/A COSA PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY, REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 22, BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1312 WEST KENNEDY STREET. COZ#190424

7. MELDEN & HUNT, INC., REPRESENTING TANCITARO'S FINEST FRUIT LLC, OWNERS, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.662-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 375, KELLY PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 801 WEST BONA TERRA DRIVE (REAR PORTION OF PROPERTY). COZ#190425

PLATS:

1. QUINTANILLA, HEADLEY AND ASSOCIATES, INC., REPRESENTING EDUARDO CANTU, VICE PRESIDENT OF ESPONJAS DEVELOPMENT, LTD., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED BRENTWOOD ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 23.36-ACRE TRACT OF LAND OUT OF LOT 203, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 900 BLOCK OF WEST RIDGE ROAD. SUB#180101

2. QUINTANILLA, HEADLEY AND ASSOCIATES, INC., REPRESENTING EDUARDO CANTU, VICE PRESIDENT OF ESPONJAS DEVELOPMENT, LTD., REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CARMEL ESTATES SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 28.27-ACRE TRACT OF LAND OUT OF LOTS 202 AND 203, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1000 BLOCK OF WEST RIDGE ROAD. SUB#180102

3. MELDEN & HUNT INC., REPRESENTING JOSE M. FLORES GONZALEZ, MANAGING MEMBER FOR TANCITARO'S FINEST FRUIT AND FLMU PROPERTIES, LLC, A TEXAS LIMITED PARTNERSHIP, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED TANCITARO'S FINEST FRUIT SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 7.555 ACRES CONSISTING OF 5.893 ACRES BEING ALL OF LOT B, RE-SUBDIVISION OF LOTS 4, 5, 6 AND 7 P.E.D.C #1 SUBDIVISION AMENDED AND 1.662 ACRES BEING OUT OF LOT 375, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 800 BLOCK OF WEST BONA TERRA DRIVE. SUB#190309

Alex Meade, City Manager, introduced the item and recommended to remove item 5.E.6 from consent agenda and approve all other items.

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

Ordinance No. O-2019-13 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2018-41 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENT (1ST READING) (HR)**

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

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING APPENDIX A, ZONING ORDINANCE (1ST READING) (DEVELOPMENT SERVICES)**

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

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

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR OPERATION STONE GARDEN (GRANT #3173104) (POLICE)**

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

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

ITEM 7. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR COMPETITIVE SEALED PROPOSALS/(BEST VALUE) FOR THE CONSTRUCTION OF THE CITY OF PHARR AQUATIC FACILITY (ENGINEERING)**

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

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

B) DISCUSSION AND POSSIBLE ACTION ON CONDITIONS SET FORTH BY PLANNING AND ZONING COMMISSION RELATING TO FENCING REQUIREMENTS FOR AEP SUBSTATIONS (DEVELOPMENT SERVICES)

Alex Meade, City Manager, introduced the item and stated the item would be discussed in closed session.

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF THREE (3) 2019 UNMARKED CHEVROLET TRAVERSE VEHICLES UTILIZING THE TARRANT COUNTY CO-OP # 2019-014 CONTRACT (PROJECT #1819-01-512-P018-001) (POLICE)

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.

B) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF POLICE EQUIPMENT TO OUTFIT NEW POLICE UNITS (PROJECT #1819-01-512-P019-003) (POLICE)

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

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

C) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF TEN (10) PANASONIC MOBILE DATA TERMINALS (MDT) FOR PHARR POLICE DEPARTMENT FROM TURN KEY MOBILE UTILIZING CO-OP DIR-TSO-4025 CONTRACT (PROJECT #1819-01-512-P017-001) (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.

D) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF PRO QA CALL-TAKING SOFTWARE FROM PRIORITY DISPATCH (PROJECT #1819-39-510-S019-001) (COMMUNICATIONS)

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 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AMENDING PROFESSIONAL INFRASTRUCTURE SERVICES AGREEMENT WITH BORDER INFRASTRUCTURE CONSULTING, LLC. (BRIDGE)

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

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

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

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

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

ITEM 11. RECONVENE

The time being 4:42 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. ADMINISTRATIVE

B) DISCUSSION AND POSSIBLE ACTION ON CONDITIONS SET FORTH BY PLANNING AND ZONING COMMISSION RELATING TO FENCING REQUIREMENTS FOR AEP SUBSTATIONS (DEVELOPMENT SERVICES)

Alex Meade, City Manager, re-introduced the item and recommended approval as discussed in closed session.

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

ITEM 12. ADJOURNMENT

At this time, Mayor Hernandez called upon Danny Ramirez, Communications Director, for the signing commitment letter of Evelyn Rocha.

Danny Ramirez, Communications Director, went over the PSJA North Career and Technical Education (CTE) Tele-Communications Program and introduced Evelyn Rocha. He stated she was a high school senior who has been an outstanding student and has expressed an interest in becoming a Tele-Communications Officer with the Pharr Public Safety Communications. Mr. Ramirez stated they would sign a commitment letter to the City of Pharr and they would hold one of the four vacancies for her until August when she is old enough to apply.

Texas Workforce Commissioner, Julian Alvarez, highlighted their major functions and congratulated the City of Pharr for participating in apprenticeship through strengthened partnerships.

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:57 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 23rd DAY OF MAY 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: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villegas

Agenda Item: Consideration and action authorizing City Manager to advertise for formal sealed bids for the purchase of 10-4" Gorman Rupp Pumps for the Wastewater Treatment Plant. (Project #1819-60-586-P020-013)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The pumps are needed to replace old existing pumps at Lift Station #40 Hall Acres, #14 Canal, #12 Dunlyn Acres, #17 Beto Espinoza, #3 De Leon, and #36 Los Ebanos.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Jose Villegas

Approved - 6/7/2019

Veronica Gutierrez

Approved - 6/7/2019

Patricia Rigney

Approved - 6/7/2019

Karla Moya

Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 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 - 6/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.1.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas. The property's physical address is 819 West Ferguson. **CUP#120419**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#120419**

Financial Consideration:

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

Alternatives:

ROUTING:

Hilda Pedraza
Melanie Cano
City Management Office

Created/Initiated - 6/6/2019
Approved - 6/6/2019
Final Approval - 6/6/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

June 3, 2019

Conditional Use Permit **Renewal** for ABC –

Jackie's

Background:

All Square Inc, Represented by Ramiro Armendariz, d/b/a Jackies, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Jackie's.

The property is located at 819 West Ferguson. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_JACKIES_R.ARMENDARIZ_2012



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 3, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS RENEWAL FOR ABC FILE NO. CUP#120419 (JACKIES)
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GENERAL INFORMATION:

APPLICANT: All Square, Inc., represented by Mr. Ramiro Armendariz, d/b/a Jackie's, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Colonia Santa Barbara, S150' of Lots 5-10, Block 1, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 819 West Ferguson.

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

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit with conditions.
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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.

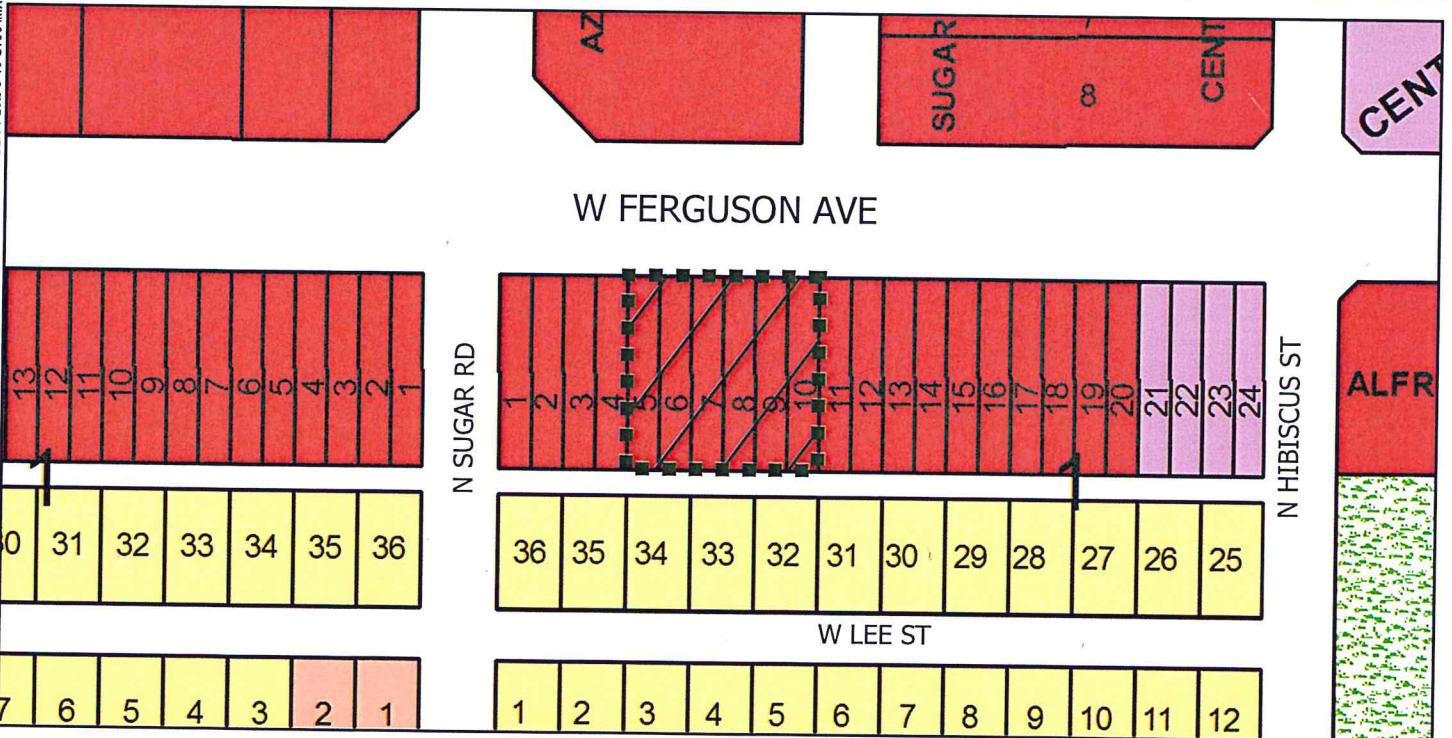
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

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

Conditional Use Permit Renewal
 Colonia Santa Barbara BLK 1 Lots 5-10 S150'
 Jackies / All Square INC



G:\City of Pharr\GIS\Projects\Planning\CUP Renewal\Colonias\Colonias Santa Barbara BLK 1 Lots 5-10 S150' MXD\CUP_Renewal Colonia Santa Barbara BLK 1 Lots 5-10 S150'.mxd



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 150 feet



Date: 4/8/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.2.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Angel R. Rojas has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P). The property is legally described as being a 0.16 acre tract of land, out of, Lot 340, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7905 South Cage Boulevard. **COZ#190427**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Angel R. Rojas has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P). **COZ#190427**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Office Professional District (O-P) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P) subject to staff's recommendations.

Alternatives:

ROUTING:

Hilda Pedraza
Melanie Cano

Created/Initiated - 6/6/2019
Approved - 6/6/2019

City Management Office

Final Approval - 6/6/2019



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: June 3, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190427

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: April 25, 2019

5. Applicant:

Angel R. Rojas, owner.

6. Requested Action:

Re-zoning request from an Agricultural and/or Open Space District (A-O) to Office Professional District (O-P).

7. Nature / Intent of Request:

In order to develop and construct a professional office building on said property.

8. Routing to Staff:

F. Melanie Cano, Director

MC
Initials

5/19/19
Date

☒ Approval ☐ Denial

G. Planning Staff
Recommendations

RS
Initials

5-29-19
Date

☒ Approval ☐ Denial

H. Planning and Zoning
Commission

Initials

5/28/19
Date

☒ Approval ☐ Denial

I. City Attorney

Initials

Date

☐ Approval ☐ Denial

J. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 3, 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 Office Professional District (O-P). Being a 0.16-acre tract of land, out of, Lot 340, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7905 South Cage Boulevard.
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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:

Angel R. Rojas, owner, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P) in order to develop and construct a professional office building on said property.

The subject site is located on the east side of 7905 South Cage Boulevard and is legally described as being a 0.16-acre tract of land, out of, Lot 340, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Cage Boulevard a 120' principal arterial that runs north and south with a posted speed limit of 40-55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property to the north and east was rezoned to Heavy Commercial District (H-C) on April 19, 1994. Upon annexation into the city limits, the property to the west was zoned to Two-Family Residential District (R-2) on December 15, 1987 and on December 16, 1986, the property to the south was zoned to Single-Family Residential District (R-1). There have been no zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

The Office Professional District (O-P) is established to create a restrictive district for "clean," attractive, low-intensity office or professional uses, and is considered the "highest" commercial district. The uses allowed in this district should not have a blighting effect on adjacent residential areas and may be located close to all types of residential uses, with appropriate buffers and landscaping. Uses with excessive amounts of traffic, noise, or litter, or with late-night hours are not suitable for this district. Areas should not be zoned to this usage unless they are located on or close to arterials or collectors capable of carrying the additional traffic they will generate, and where there is increased water, fire protection, wastewater, and drainage capacity.

Five (5) 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 Office Professional District (O-P) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Office Professional District (O-P) 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

Angel R. Rojas, owner

APPLICANT

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

CURRENT ZONE

7905 South Cage Boulevard

ADDRESS

Office Professional District (O-P)

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

May 21, 2019

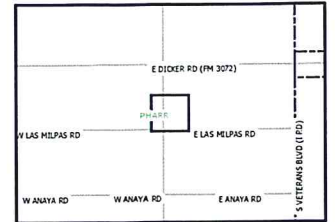
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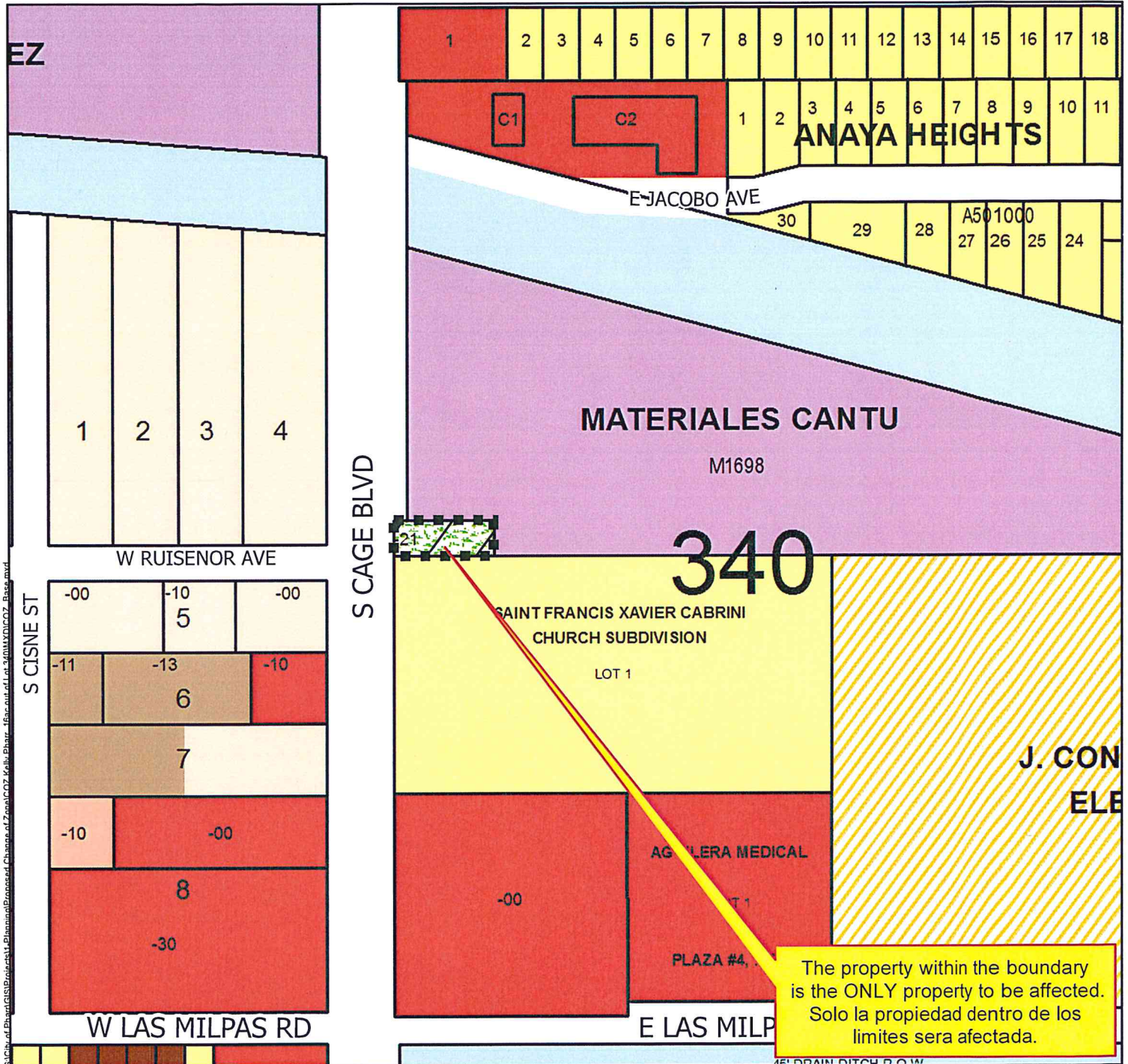


The property within the boundary is the **ONLY** property to be affected.
Solo la propiedad dentro de los limites sera afectada.

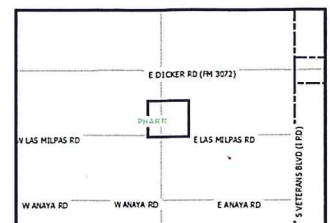
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|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| 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 | |

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



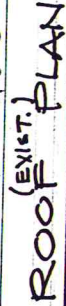
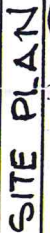


- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail 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 | |





7000 sq ft



11/7/1:22

North





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.3.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3). The property is legally described as being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1312 West Kennedy Street. **COZ#190424**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3). **COZ#190424**

This item was presented to City Commission on May 23, 2019, **no action** was taken for the request of the change of zone. Item to be presented at the next City Commission meeting of June 3, 2019 at 4:00 PM.

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Medium Density Multi-Family District (R-3) as the properties meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Medium Density Multi-Family

Residential District (R-3) subject to staff's recommendations.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Melanie Cano

Approved - 6/6/2019

City Management Office

Final Approval - 6/6/2019



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: May 20, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190424

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: April 10, 2019

1. **Applicant:** Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, owner.
2. **Requested Action:** Re-zoning request from a General Business District (C) to Medium Density Multi-Family District (R-3).
3. **Nature / Intent of Request:** In order to develop and construct multi-unit buildings on said property.

4. **Routing to Staff:**

F. **Melanie Cano, Director**

[Signature]
Initials

5/15/19
Date

☒ Approval ☐ Denial

G. **Planning Staff
Recommendations**

[Signature]
Initials

5/14/19
Date

☒ Approval ☐ Denial

H. **Planning and Zoning
Commission**

Initials

5/13/19
Date

☒ Approval ☐ Denial

I. **City Attorney**

Initials

Date

☐ Approval ☐ Denial

J. **City Manager**

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MAY 20, 2019

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Medium Density Multi-Family District (R-3): Being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1312 West Kennedy Street.

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:

Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited Liability Company, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Medium Density Multi-Family District (R-3) in order to develop and construct multi-unit buildings on said property. The subject site is located on the north side of West Kennedy Street with the physical address of 1312 West

Kennedy Street and is legally described as being all of Lot 22, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Kennedy Street a 50' local street which runs east and west with a posted speed limit of 20-30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The subject site was re-zoned from Single-Family Residential District (R-1) to General Business District (C) on May 18, 2010. The property to the north of the subject site was rezoned from Single-Family Residential District (R-1) to General Business District (C) on October 20, 1998. The property to the east and west is zoned Single-Family Residential District (R-1) and the property to the south is zoned General Business District (C) upon annexation into the City Limits. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

The medium-density multi-family district is established to provide adequate space and site diversification for medium-density areas that are a mixture of single-family, duplex, and multi-family dwelling units of up to eight units per lot. The area requirements in this district are based on multi-family dwelling units being built on smaller, individual lots and needing to coexist with single-family residences. This district should not run traffic over long distances of single-family residential-sized streets, or through single-family neighborhoods, and should be located close to arterials or collectors capable of carrying the additional traffic.

Eleven (11) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Three individuals in the affected area signed up to speak at the Public Hearing in opposition of the request.

Development Services is recommending approval of the request to re-zone to Medium Density Multi-Family District (R-3) as the properties meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Medium Density Multi-Family Residential District (R-3) 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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Michael C. Cobos, d/b/a Cosa Properties, LLC, a Texas Limited
Liability Company, owner
APPLICANT

General Business District (C)
CURRENT ZONE

1312 West Kennedy Street
ADDRESS

Medium Density Multi-Family District (R-3)
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.

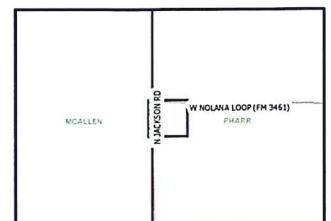
Della Robles, Planner I
PREPARED BY

May 8, 2019
DATE



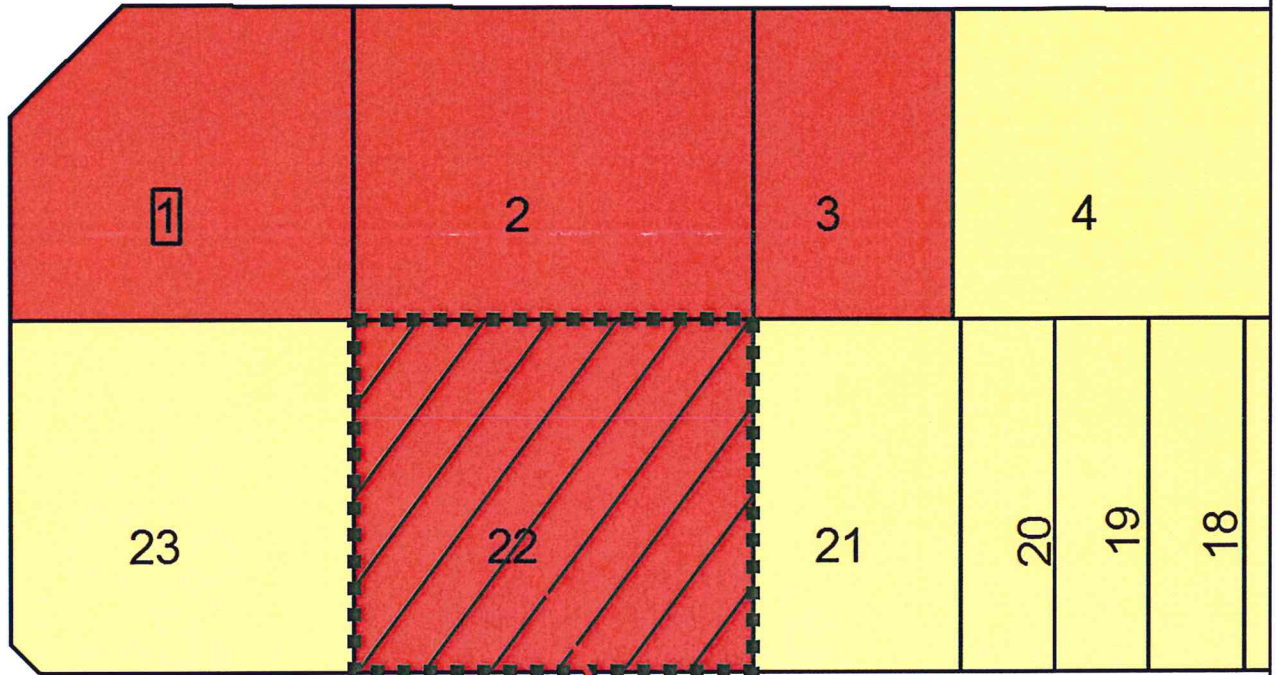
Agricultural Open Space	Townhouse	Heavy Commercial	Valley View ISD
Single Family	HUD Code	Heavy Industrial	Planned Unit Development
Single Family Small Lot	Rail Road R.O.W.	Limited Industrial	
Two Family	Government Owned	Neighborhood Commercial	
Medium Density Multi-Family	General Business	Office Professional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

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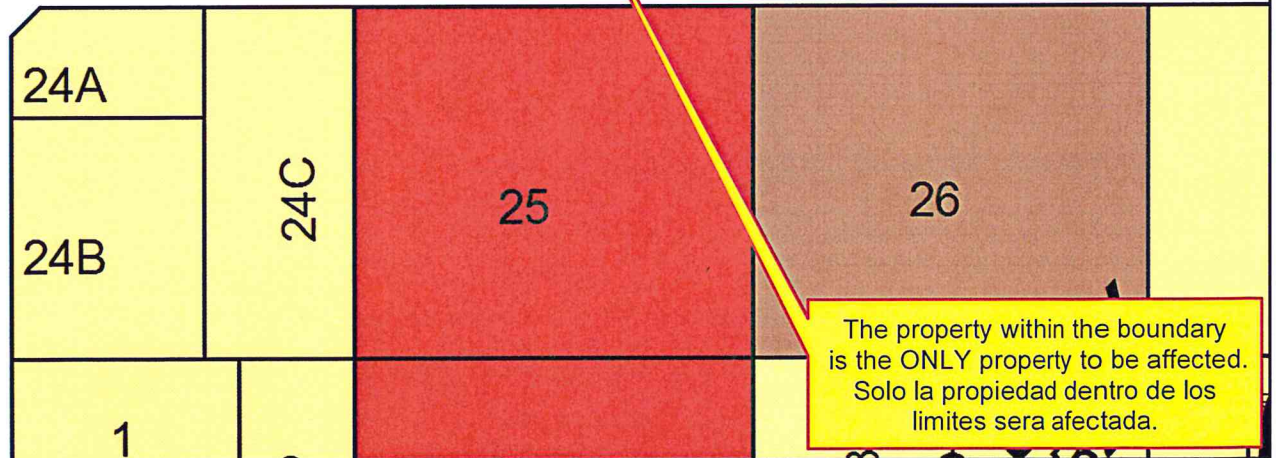


W NOLANA LOOP (FM 3461)

N JACKSON RD



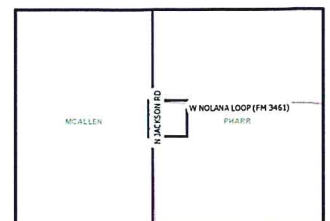
W KENNEDY ST



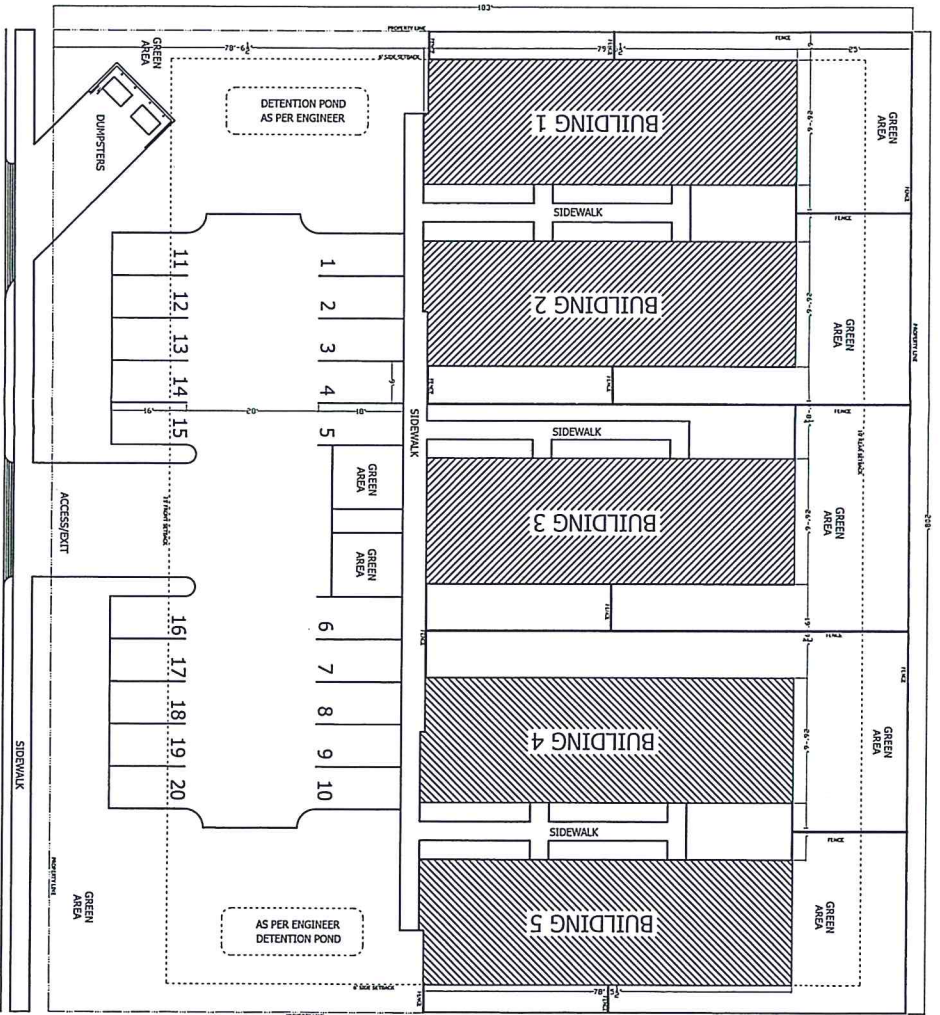
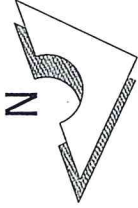
The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| 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 | |

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.



BEAMSLEY SBDV.
 Lot 22
 Pharr, Tx.

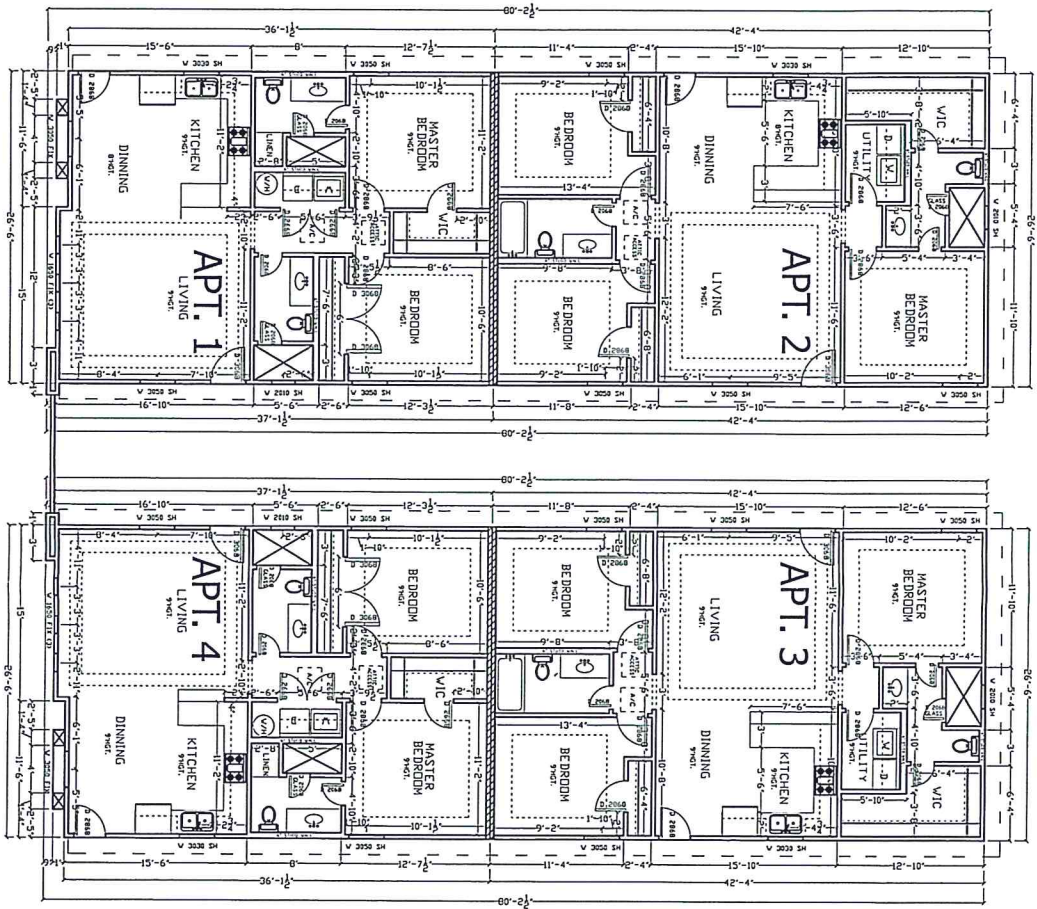


KENNEDY ST.

DATE: 2/28/17 PROJECT: KENNEDY ST. SCALE: 3/8"=1'-0"	FLOOR PLAN	10,500 SQFT TOTAL	G.R. LOERA DESIGN (956) 570 04 96 geraldora@hotmail.com	2

BUILDING 1

BUILDING 2



A R E A S (BLDG. 1 & 2)	
APT 1.	980 SQ.FT. LA.
APT 2.	1120 SQ.FT. LA.
APT 3.	1120 SQ.FT. LA.
APT 4.	980 SQ.FT. LA.
4200 SQ.FT. TOTAL	

A R E A S (BLDG. 3)	
APT 1.	980 SQ.FT. LA.
APT 2.	1120 SQ.FT. LA.
2100 SQ.FT. TOTAL	

A R E A S (BLDG. 4 & 5)	
APT 1.	980 SQ.FT. LA.
APT 2.	1120 SQ.FT. LA.
APT 3.	1120 SQ.FT. LA.
APT 4.	980 SQ.FT. LA.
4200 SQ.FT. TOTAL	





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.1.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: M.A.S. Engineering LLC., representing Jorge Ivan Garza Valdez, President of AZJOR truck & equipment, Inc., is requesting final plat approval of the proposed AZJOR Subdivision. The property is legally described as being a 0.81 acre tract of land out of Lot 92, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 4000 and 5000 Block of North IH 69C. **SUB#180615**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: M.A.S. Engineering LLC., representing Jorge Ivan Garza Valdez, President of AZJOR truck & equipment, Inc., is requesting final plat approval of the proposed AZJOR Subdivision. **SUB#180615**

Financial Consideration:

Staff Recommendation: Development Services recommends final plat approval of the proposed AZJOR Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed AZJOR Subdivision.

Alternatives:

ROUTING:

Hilda Pedraza
Melanie Cano
City Management Office

Created/Initiated - 6/6/2019
Approved - 6/6/2019
Final Approval - 6/6/2019



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 03, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: AZJOR SUBDIVISION FILE NO. SUB#180615

GENERAL INFORMATION:

APPLICANT: M.A.S. Engineering LLC., representing Jorge Ivan Garza Valdez, President of AZJOR truck & equipment, Inc., is requesting final plat approval of the proposed AZJOR Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.81 acre tract of land out of Lot 92, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 4000 and 5000 Block of North IH 69C.

ZONING: The property is currently zoned Limited Industrial District (L-I). The adjacent zones are Limited Industrial District (L-I) to the north, east and west and Agricultural and/or Open Space District (A-O) to the south. The property is designated for industrial use in the Land Use Plan.

PROPERTY PROPOSED USE: Truck sale lot.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed AZJOR Subdivision subject to the following conditions:

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

1. In compliance.

EASEMENTS:

1. In compliance.

**SIDEWALK:
ADA:**

1. In compliance.

FIRE PROTECTION:

1. In compliance.

WATER:

1. In compliance.

SEWER:

1. In compliance.

DRAINAGE:

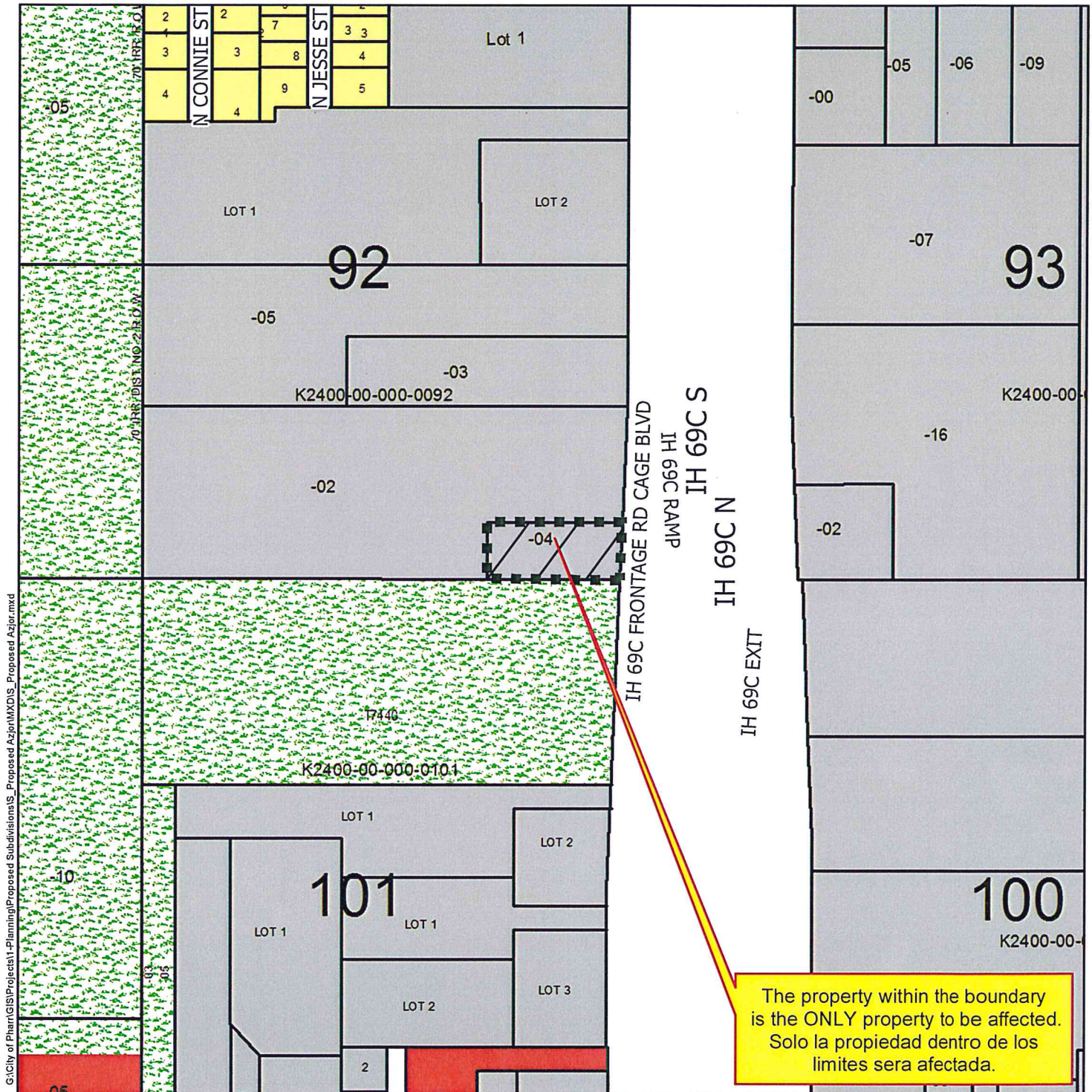
1. Detention pond to be reviewed and approved at building permit phase.

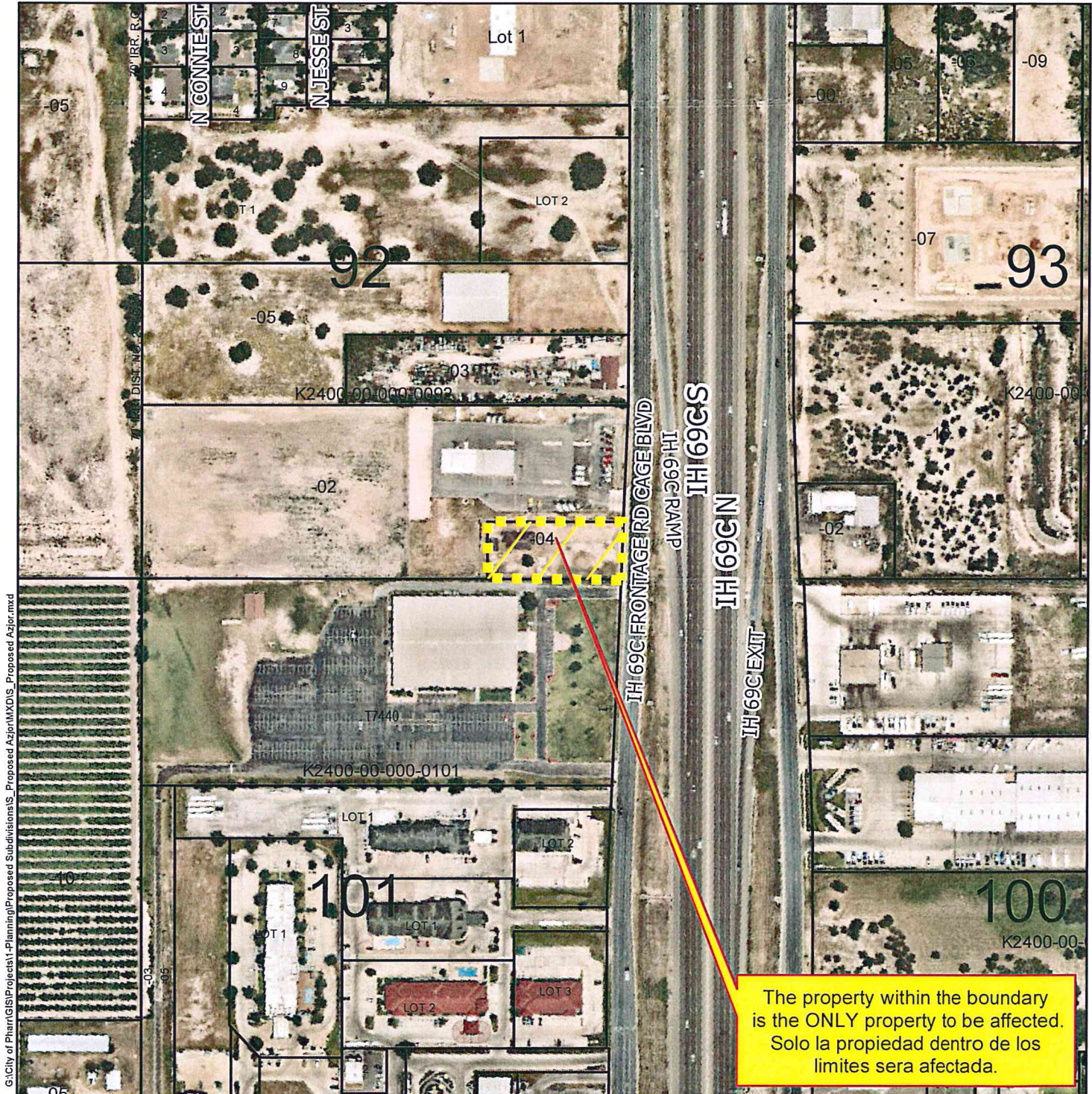
OTHER:

1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed AZJOR Subdivision.





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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 7, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2018-36 for budget amendments to the Fiscal Year 2018-2019 Budget. ***(Adoption on 1st Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to be transparent and to reflect proper budgetary activity, City is required to amend its Budget any time there is an increase of appropriations due to increase of revenues or available resources. This is to be in compliance with GFOA, Auditing requirements and Texas Local Government Code .

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 6/7/2019
Approved - 6/7/2019
Final Approval - 6/7/2019

ORDINANCE NO: O-2019-__

**AN ORDINANCE AMENDING ORDINANCE NOS. O-2018-36 AND O-2019-01;
ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY
OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2018 AND ENDING
SEPTEMBER 30, 2019, REAPPROPRIATING FUNDS, AND DECLARING AN
EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE**

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the City charter requires that any amendment be approved by $\frac{3}{4}$ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2018 and ending September 30, 2019, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum of \$1,553,300 expenditures is hereby appropriated out of expenditures and \$363,300 revenues of the general fund and the remaining is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 3: That the net sum of \$6,500 expenditures is hereby appropriated out of expenditures and \$6,500 revenues of the City Garage. The purpose is included in the attached documents.

SECTION 4: That the net sum of \$4,800 expenditures is hereby appropriated out of expenditures and \$4,800 revenues of the Utility Fund. The purpose is included in the attached documents.

SECTION 5: That the net sum of \$3,000 expenditures is hereby appropriated out of expenditures and 3,000 revenues of the Event Center Fund. The purpose is included in the attached documents.

SECTION 6: That the net sum of \$84,000 expenditures is hereby appropriated out of expenditures and \$12,000 of the Bridge Fund and the remaining is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 7: That the net sum of \$5,000 expenditures is hereby appropriated out of expenditures and \$5,000 revenues of the Golf Fund. The purpose is included in the attached documents.

SECTION 8: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 9: Repealing Clause

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

SECTION 10: Severability Clause

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

SECTION 7: Publication Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 12th of June, 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Chapter 26, Businesses, by adding Article XI, Self-Storage or Mini-Warehouse Facilities, to the Code of Ordinances. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr, Texas, hereby seeks to adopt an ordinance with design requirements and regulations for the issuance of any new permits for individually rented storage units. The City Commission of the City of Pharr deems it necessary and proper to provide for the public health, safety and quality of life of the community to regulate self-storage facilities.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Roland Gomez

Approved - 6/6/2019

Melanie Cano

Approved - 6/6/2019

Patricia Rigney

Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019

ORDINANCE NO. O-2019-_____

AN ORDINANCE AMENDING CHAPTER 26, "BUSINESSES" BY ADDING ARTICLE XI, "SELF-STORAGE OR MINI-WAREHOUSE FACILITIES" TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FORGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, staff has recommended that certain amendments be made to Chapter 26, "Businesses" by adding Article XI, "Self-Storage or Mini-Warehouse Facilities";

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

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self-government, and shall all powers granted by law, constitution and ordinance;

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, Article XI, Section 5, and Texas Local Government Code, Section 51.072, the City, as a home-rule municipality, has full power of local self-government; and

WHEREAS, the City Commission of the City of Pharr deems it necessary and proper to provide for the public health, safety and quality of life of the community to regulate self-storage facilities.

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

SECTION 1: The Code of Ordinances of the City of Pharr, Texas is hereby amended at Chapter 26 ("Businesses") to add Article XI ("Self-Storage or Mini-Warehouse Facilities") to read as follows:

SELF-STORAGE or MINI-WAREHOUSE FACILITIES

Sec. 22-500 – PURPOSE AND INTENT

The purpose and intent of the regulations of this section is to establish self-storage or mini-warehouse facilities on adequate sites, subject to development standards to ensure that such land use is compatible with surrounding development and to provide criteria for conditional uses within specified zoning districts which may not be appropriate at particular locations within the district, but which may be desirable in other locations for the orderly development of the city and for the public convenience or welfare but do not result in adverse impacts on surrounding neighborhoods or interfere with the comfort and well-being of the public.

Sec. 26-501 – AUTHORITY; AREA.

- (1) The City of Pharr hereby adopts and enacts this article that shall be enforceable within the municipality's municipal boundaries and extraterritorial jurisdiction. This article and provisions herewith shall be included in the Pharr Code of Ordinances.
- (2) As matters related to the public's health, safety, and welfare are of the utmost concern, the City of Pharr shall be authorized to enforce, through its personnel and city attorney, this article as may be allowed by law herein.

Sec. 26-502 – DEFINITION(S).

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning. Words and phrases which are not defined in this article but are defined in other ordinances of the City of Pharr shall be given meanings set forth in those ordinances. Headings and captions are for reference purposes only. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise:

Single-family dwelling means a house, or any other site-built building used for single-family residential purpose(s).

Person means an individual, association, corporation, firm, partnership or any legal entity howsoever formed.

Climate-controlled and/or temperature-controlled units means units that may provide extra protection from temperature, humidity, dust, mold, mildew and/or warping and maintain a storage environment temperature at all times of the year.

Self-Storage or Mini-Warehouse Facility means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such facility for the purpose of storing household goods, furniture, appliances, automobiles, boats, recreational equipment and other similar type wares except for those that are highly flammable or combustible. A self-service storage facility is not a public warehouse.

Outdoor Storage Space means a use in which space on a lot is rented or leased to a person for the purpose of storing boats, RVs and other personal property.

Goods shall be defined for purposes of this article as any tangible object or chattel that may be seen, weighed, measured, felt, or touched.

Loading Space means a space within the main building or on the same lot therewith, providing for the standing, loading, or unloading of truck(s) and having a minimum dimension of twelve feet (12') by sixty-five feet (65') and a vertical clearance of at least fourteen feet (14').

Sec. 26-503 – LOT REQUIREMENT.

- (1) The minimum site area for self-storage or mini-warehouse facility shall be two and a half acres (2.5) and the maximum site area shall not exceed ten acres (10). Existing public storage facilities/self-storage facilities are exempt from this requirement.
- (2) The ground floor building coverage of all structures shall not exceed fifty percent (50%) of the gross land area of the parcel proposed for development, and in no event shall the site plan reflect a second story or higher level that is larger than the ground floor footprint (i.e. no portion of the structure shall be cantilevered).
- (3) A "plot" shall mean a parcel of land occupied or to be occupied by a building or use, and accessory buildings and accessory uses, together with yards and open spaces required by this division.

Sec. 26-504 – ZONING AND LOCATION RESTRICTIONS.

(1) Distance Regulations

- a. No self-storage or mini-warehouse facility shall be permitted within 2,500 feet of another self-storage or mini-warehouse facility. This shall be measured in a direct line from the nearest property line of the self-storage or mini-warehouse facility to the nearest property line of the proposed self-storage or mini-warehouse facility is to be located.

(2) Zoning Requirements.

- a. A self-storage or mini-warehouse facility is a permitted use as per the City of Pharr Code of Ordinances and shall be allowed under the restrictive cumulative zoning law within the following districts Heavy Commercial District (H-C), Limited Industrial District (L-I), and Heavy Industrial District (H-I).
- b. A self-storage or mini-warehouse facility may be permitted in a General Business District (C) district with City Commission approval. The approval of use, if granted, shall be by conditional use permit. The Planning and Zoning Commission and City Commission may impose additional conditions, restrictions, and requirements that shall be determined to be necessary to meet the standards set forth in Sec. 26-515.

Sec. 26-505 – ARCHITECTURAL STANDARDS.

(1) Architectural Theme.

- a. All buildings, including storage units shall be surfaced in high quality materials such as stone, split face block, or brick. Smooth-faced concrete block, painted masonry, tilt-up concrete panels and prefabricated metal panels are prohibited.
- b. Building surface colors shall be restricted to muted earth tones.
- c. Facilities placed in or near a shopping center or other retail uses shall be designed to be consistent with the dominant theme or design of the surrounding buildings.

(2) General Architectural Requirements.

- a. Buildings shall include design elements such as columns, ribs or pilasters, piers, quoins, and fenestration patterns to prevent a utilitarian, industrial, warehouse-like appearance.
- b. Building greater than forty feet (40') long must include a change on wall plane, recess, or reveal every twenty feet (20').
- c. Maximum building length on the site perimeter is sixty feet (60'), except where the buildings are adjacent to an industrial land use or zone.
- d. The number of storage units per acre shall not exceed one-hundred and twenty-five (125), the minimum number of storage units shall be ten (10); and the maximum site area shall be ten acres (10).

(3) Roof Design.

- a. Proposed self-storage facilities located directly adjacent to single-family residential uses or zones shall feature a roof pitch greater than or equal to 4:12 slope, with roofs incorporating a high-quality surface such as architectural shingles, standing seam metal or tile. Flat roofs are prohibited.
- b. Roofs shall include four (4) or more planes and have overhanging eaves extending at least one and one-half feet (1.5') past the building wall.

(4) Height.

- a. No building or structure, or part thereof, shall be erected or altered to a height exceeding twenty-five feet (25') and proposed building located directly adjacent to residential uses or zones shall be limited to single story.
- b. All telephone, radio, cellular, television and/or other telecommunication towers and antennas shall be limited to a height, as set forth for the zoning district provided that all structures meet the setbacks, screening and buffer requirements contained in Section 1.49 (F), or to a height limited by federal regulations, whichever is less.

(5) Building Placement.

- a. The minimum front setback line for a public storage facility, including the fence line, shall be at least fifty feet (50'). Existing public storage facilities wanting to construct additions to their facility are exempt from this requirement. The minimum side setback line shall be at least ten feet (10'). All setbacks shall include greenspace with landscaping.
- b. Screening and building location shall be such that overhead doors are not visible from off the site.
- c. Storage units and drive aisles shall be sited so a truck or car parked at a unit cannot trap another vehicle and prevent it from leaving the facility.
- d. Vehicular aisles providing access to storage units on both sides of the aisles, shall not be less than twenty-four feet (24') wide, provided that there is more than one aisle available for circulation around a building.
- e. Building and see through fencing should be oriented in a manner or restrict the visibility of interior overhead doors and drives from the public street. The color(s) of the garage doors, as well as other doors within the facility, shall be complimentary to the exterior colors of the main building(s).

(6) Doors

- a. Unit doors shall be screened or sited, so they are not visible from the street.
- b. Unit doors shall be integrated into the overall design theme of the site through color and texture.
- c. Roll-up exterior doors which may only provide access to interior corridors are permitted if the doors are not visible from an adjacent use or public right-of-way. If such doors are visible from arterials or collector streets, then they shall not be of the roll-up variety.
- d. Doors providing access to individual storage units shall not be permitted on the front yard side of the building, nor on any side abutting a public street or residential district.

Sec. 26-506 – FENCING.

- (1) The self-storage facility shall be fenced and is required for additional screening and as a security measure.
- (2) All fences shall be erected so that the structural supports are not visible from a public roadway or adjacent property.
- (3) Fences must, unless otherwise specified, be constructed of wood, stone, brick, masonry, stucco or concrete. Wire-type fencing such as chain link fence, with or without vertical slats shall not satisfy the requirements of this section.

- (4) All wood fences shall have either a grade beam or rot board along the entire length of the base of the wooden section of the fence. The grade beam or rot board may be partly below grade. All fence posts shall be set in concrete.
- (5) The posts and grade beams of all fences shall be designed and constructed using materials and methods expected to last at least twenty years (20) without requiring major repair.
- (6) Where a setback abuts a residential zone, an eight-foot (8') masonry wall is required. Walls must be designed and constructed to facilitate maintenance and not to modify natural drainage in such as way as to endanger adjacent property.
- (7) All fences shall be maintained by the owner of record in good condition so that there are no damaged or missing boards or parts, all structural supports are sound and sufficient to maintain the fence in its original upright condition, and any surface treatment, including paint or stucco, is substantially maintained in its original appearance so that there is no noticeable cracking, discoloration, or similar surface blemishes or defects.

Sec. 26-507 – LIGHTING.

- (1) The above-mentioned facility shall take action to prevent and be designed to discourage criminal activities and vandalism both on side and on adjacent property by means of sufficient lighting by the elimination of dark areas.
- (2) Night lighting and securing lighting shall be sensitively designed to ensure no off-site glare is directed to neighboring parcels and that the overall intensity of the site lighting is not unreasonably intrusive on the use of adjoining property. All lights shall be appropriately hooded or otherwise installed to prevent obnoxious or dangerous glare beyond the boundaries of the property.
- (3) Lighting standards limited to a maximum of twenty feet (20') in height.

Sec. 26-508 – LANDSCAPING AND SCREENING.

- (1) The storage facility must meet the requirements for provisions of landscaping elements, buffering and screening for the purpose of providing orderly, safe, attractive and healthful development of land located within the City of Pharr.
- (2) The landscaping shall be placed upon that portion of tract or lot that is being developed. Undeveloped portions of tract or lot shall not be considered landscaped, except as specifically approved by the Director.
- (3) All vehicles, boats, RV's, etc. kept in "open storage" shall be obscured from view from any public street by fencing and/or screening and by their location on the storage facility property.
- (4) The requirements and standards for the installation and maintenance of landscaping elements and site improvements as set forth in Section 131-600, shall apply to all development within the City of Pharr. All new development subject to these regulations shall be in full compliance with the provisions of Chapter 131.

- (5) Prior to the issuance of a Certificate of Occupancy all required landscaping and irrigation shall be installed.
- (6) River rock or similar non-organic materials shall not be substituted for the landscaping area or used in combination with the minimum landscaping requirements in the zone for this section.
- (7) All planting shall be so arraigned and maintained so as not to obscure the sight distance of vehicular traffic.

Sec. 26-509 – SIGNAGE.

All signage shall be subject to and must meet the requirements and provisions as set forth in Chapter 106 - SIGNS.

Sec. 26-510 – CIRCULATION, OFF-STREET PARKING AND LOADING.

- (1) All drives, which include loading lanes, shall not be less than twenty-eight feet (28) in width. Drives without loading lanes shall not be less than twenty-four feet (24) in width and shall be posted to prohibit parking or loading. Public access shall be restricted to a single location along a public street. The public access shall be equipped with a gate which shall be closed during the hours when the business is closed, and the access point shall be fully visible from the manager's office. At least one additional emergency vehicle access point shall be provided which shall be closed to the public.
- (2) Customer parking shall be provided at the manager's office calculated on the basis of one space for each four hundred (400) square feet or the manager's office floor area. Two (2) additional parking spaces for employees.
- (3) Except for purposes of loading and unloading, there shall be no parking or storage of trucks, trailers, and moving vans.

Sec. 26-511 – STORAGE OF FLAMMABLE MATERIALS PROHIBITED.

Storage of flammable liquids, gases or other flammable materials, including, but not limited to, paint, motor oil and gasoline; all explosives, including, but not limited to, dynamite, ammunition and fireworks; and noxious chemicals, including, but not limited to, common garden and insect sprays is prohibited, unlawful and shall be a criminal offense. This prohibition specifically includes motor oil and gasoline contained in any internal combustion engine or vehicle; any liquid or gas which is contained under pressure; and any of the potentially dangerous chemical compounds commonly associated with maintenance and repair activities.

Sec. 26-512 – EXTERIOR ACTIVITIES AND PROHIBITED USES.

- (1) No servicing or repair of motor vehicles of any kind, boats trailers, lawnmowers, or similar equipment shall be permitted.
- (2) No outdoor washing of any kind shall be permitted, with the exception of washing the parking lot, the structure and the windows on the structure, and landscaping.
- (3) No outdoor paging or other outdoor loud speakers shall be permitted.
- (4) No business activities shall be conducted in a self-storage facility (interior storage unit access) except for the rental of storage units and the sale of storage containers, locks and packing supplies which shall be limited to no more than 1,000 square feet of floor area not including restrooms for use by customers. The commercial operation of rental trucks and trailers shall be prohibited; provided, however, nothing herein shall prohibit the owner or operator of the self-storage or mini-warehouse facility from conducting auctions related to the sale of personal property placed in storage units for the purpose of recovering unpaid storage unit rentals as authorized by law, provided such sales shall be limited to no more than two per calendar year unless otherwise authorized by the City Manager or by their appointed designee.

Sec. 26-513 – MAINTENANCE.

- (1) The exterior of structures and grounds shall be maintained in a neat, clean and orderly manner.
- (2) Commercial dumpsters/trash containers are subject to and must meet the requirements and provisions of Chapter 110 - SOLID WASTE.

Sec. 26-514 – MANAGEMENT.

- (1) The lessee of any storage unit or space shall be provided with a document, whether a lease or other writing, which shall, at a minimum, contain a clear statement of all limitations and prohibitions of this chapter. The operator shall require that the lessee acknowledge advisement of the limitations and prohibitions of this chapter.
- (2) A copy of this chapter shall be conveniently displayed throughout the premises.
- (3) It shall be the joint responsibility of the owner and the manager to ensure that the lessees comply with all applicable provisions of this chapter.

Sec. 26-514 – GENERAL STANDARDS FOR CONDITIONAL USES.

- (1) The following standards shall be met by all applicants for approval of a conditional use:
 - a. An application for a conditional use permit shall be accompanied by a site plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size. height. construction materials, and locations of buildings; the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings, and fences; and the

- relationship of the intended use to all existing properties and land uses in all directions. A specific use permit that will require the construction of a new structure shall be accompanied by said site plan. A site plan may not be required if a conditional use permit is applied for that will locate in an existing structure, if the Development Services director or designee determines that the existing site adequately addresses the above elements and a site plan is not necessary to evaluate the conditional use permit. The use is compatible with the present, existing or planned development in the area proposed for the use;
- b. In order to be considered for a conditional use permit the applicant, owner, and/or grantee must have 10% of the facility dedicated to commercial area for retail space.
 - c. The use will not adversely affect population densities, light, air and natural resources, including native ecosystems;
 - d. The character of the district is suitable for the use requested;
 - e. The use is consistent with the needs of the city for land areas for specific purposes to serve population and economic activities;
 - f. The use will not create an adverse impact on playgrounds, parks, schools, and public and private recreation areas or adjacent uses;
 - g. Adequate infrastructure is available, including roadway capacity and suitability, water and sewer service, drainage, parks, solid waste service and other infrastructure required for the use;
 - h. The use will not necessitate the construction, installation or improvement of additional infrastructure not currently included in the first three years (3) of the capital improvements element of the comprehensive plan or provided by other providers;
 - i. The use is consistent with the comprehensive plan;
 - j. Parking facilities, entrances and exits are adequate;
 - k. The use will not adversely affect the public health, safety comfort, convenience, order, appearance, general welfare and the city tax base;
 - l. No building, premises, or land used under a conditional use permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless a separate conditional use permit is granted for such enlargement, modification, structural alterations, or change;
 - m. No conditional use permit shall be granted unless the applicant, owner, and grantee of the conditional use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the conditional use permit, as attached to the site plan drawings and approved by the City Commission; and

- n. In granting a conditional use permit, the city commission may impose conditions that shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the chief building official for use of the building on such property pursuant to the conditional use permit. Such conditions are not precedent to the granting of a conditional use permit but shall be construed as conditions precedent to the granting of the certificate of occupancy.

SECTION 2: PENALTY; ENFORCEMENT

- A) Any person, firm, corporation, association or partnership violating any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$750.00 nor more than \$2,500.00 and every day such violation continues shall constitute a separate offense. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.
- B) Should any person or business violate the prohibitions contained herein, or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.

SECTION 3: APPEALS

Appeal of a decision of the Planning and Zoning Commission shall be in accordance with Article XII, section 1.92, Subsection B4, of the City of Pharr Code of Ordinances.

SECTION 4: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 5: SAVINGS CLAUSE

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

SECTION 6: EFFECTIVE DATE; PUBLICATION

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

SECTION 7: REPEALER CLAUSE:

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION 8: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the . day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the . day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-92-15 providing for a reasonable limit on the amount of time to be spent for repeat public information requestors. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In 2017, the 85th Regular Session of the Texas Legislature passed H.B. 3107 amending the Public Information Act (Chapter 552 of the Texas Government Code) to allow government entities to establish reasonable monthly and yearly limits on the amount that personnel of the governmental entity is required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

The City of Pharr desires to adopt a policy in this regard to provide a method of maximizing its human and financial resources while striking a reasonable balance with the obligation of the city to make available public information requests.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 6/6/2019
Approved - 6/6/2019
Final Approval - 6/7/2019

ORDINANCE NO. O-2019-__

AN ORDINANCE OF THE CITY OF PHARR, TEXAS AMENDING ORDINANCE NO. O-92-15 OF THE CODE OF ORDINANCES "ACCESS TO RECORDS" BY ADDING SECTION 2-253 PROVIDING FOR A REASONABLE LIMIT ON THE AMOUNT OF TIME TO BE SPENT FOR REPEAT PUBLIC INFORMATION REQUESTORS; REQUIRING PAYMENT FOR TIME AND EXPENDITURES INCURRED BEYOND THIS LIMIT; PROVIDING FOR EXCEPTIONS; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in 2017, the Texas Legislature, in recognition of the fact that a municipality may expend significant resources in responding to requests for public information without recovering its costs, amended Section 552.275 of the Texas Government Code, which authorizes the governmental body of a municipality to establish reasonable monthly and yearly limits on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time; and

WHEREAS, Section 552.275 of the Government Code provides that a yearly time limit established may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body, and a monthly time period may not be less than 15 hours for a requestor for a one-month period; and authorizes a municipality to require requestors exceeding those time limits to pay for the municipality's costs before the city will process the request if the city has sent a written cost estimate; and

WHEREAS, the City Council desires to adopt a policy in this regard to provide a method of maximizing its human and financial resources while striking a reasonable balance with the obligation of the City to make available public information, and has

determined that 36 hours is a reasonable yearly time limit and 15 hours is a reasonable monthly limit to be imposed under Section 552.275.

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

SECTION 1. That Division 2 “Access to Records” of the City of Pharr Code of Ordinances is hereby amended by adding Section 2-253 “Repeat Open Record Requestor.”

SECTION 2. That in accordance with Section 552.275, the City Council establishes an annual time limit of 36 hours and a monthly time limit of 15 hours as the amount of time that employees are required to devote without charge to produce public information for inspection or duplication, or providing copies of public information to any one requestor. This annual time limit shall apply to each twelve (12) month period commencing each fiscal year beginning on October 1, 2018, effective with the date of adoption of this ordinance.

SECTION 3.

A. That the City Clerk or the City Clerk’s designee shall provide the requestor with a written statement of the amount of personnel time spent complying with each request and the cumulative amount of time spent complying with requests from that requestor during the applicable twelve-month period. The time spent preparing the written statement of total time spent may not be included.

B. When the time spent on responding to a particular requestor’s requests equals or exceeds the time limit imposed by Section 2, the City Clerk or the City Clerk’s designee shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses necessary to comply with the request. The estimate must be provided on or before the tenth (10th) day after the date on which the public information was requested. The amount of the cost shall be established by rules prescribed by the attorney general.

C. If the City Clerk or the City Clerk’s designee determines that additional time is required to prepare the written estimate of costs required by Section 3(B) and provides the requestor with a written statement of that determination, the City Secretary or the City

Secretary's designee must provide the written estimate of costs required by Section 3(B) as soon as practicable, but on or before the 10th day after the date the City provides the written statement that additional time is required.

SECTION 4.

A. After the City Clerk or the City Clerk's designee has provided the requestor with the written estimate of costs under Section 3, the requestor may respond within ten (10) days of receiving the estimate by submitting a written statement in which the requestor commits to pay the lesser of:

1. the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or
2. the amount stated in the written statement provided.

B. If the requestor fails or refuses to submit the written statement of commitment to pay, the requestor shall be considered to have withdrawn the requestor's pending request for public information.

SECTION 5. That any time spent complying with a request in the name of a minor is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian or other person establishes that another person submitted that request in the name of the minor.

SECTION 6.

A. This Ordinance does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. a radio or television broadcast station that holds a license issued by the Federal Communications Commission; or
2. a newspaper that is qualified under Section 2051.044 of the Texas Government Code to publish legal notices or is a free newspaper of general

circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news; or

3. a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or general information to the general public; or

4. a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.

B. That this Ordinance does not apply if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.

C. That this Ordinance does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state.

D. The policy does not replace or supersede other sections of the Public Information Act and does not preclude the City from charging for cost of labor in response to a request for copies or a request for inspection for which a charge is authorized under another section of the Public Information Act. The limit established in this policy applies to all requestors equally except as exempted by the Public Information Act.

E. This policy does not apply to requests exempted by Section 552.275 of the Texas Government Code.

SECTION 7. EFFECTIVE DATE; PUBLICATION.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the__ day of _____, 2019.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the __ day of _____, 2019.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the____ day of _____, 2019.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-41 relating to the number of authorized civil service positions within the Fire and Police Department. *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: No changes on the Police Department authorized strength.

Changes in the Fire Department authorized strength:

Rank of Engineer has been increased by 1, new total is 18.

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

Financial Consideration: Difference in base pay is \$10,800.00 plus benefits.

Staff Recommendation: Staff recommends approval of updated Ordinance.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Anali Alanis

Approved - 6/6/2019

Patricia Rigney

Approved - 6/6/2019

Karla Moya

Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2018 -41 OF
THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX,
FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY
INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT
CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND
VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE
DATE**

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

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

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

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

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

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

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	32	0	32
Engineer	17	1	18
Lieutenant/Asst. Fire Marshal	14	0	14
Deputy Chief/Fire Marshal	3	0	3
Assistant Chief	1	0	1
Fire Chief	1	0	1

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

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

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

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

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

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

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of May, 2019.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, City Clerk

**PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF
CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of
_____, 2019.**

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Appendix A, Zoning Ordinance. *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City finds that oversized storage units under applicable residential zoning districts, should be listed as a permitted use, so long as the design requirements comply with city guidelines and requirements.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 6/6/2019
Approved - 6/6/2019
Approved - 6/6/2019
Final Approval - 6/7/2019

ORDINANCE NO. O-2019-

AN ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE II, TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FORGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self-government, and shall all powers granted by law, constitution and ordinance;

WHEREAS, pursuant to Texas Local Government Code, Section 51.001, the City has authority to adopt ordinances that are for the good government, peace, or order of the municipality or for the trade and commerce of the municipality and that are necessary to carry out powers granted to the City; and

WHEREAS, pursuant to the Texas Constitution, Article XI, Section 5, and Texas Local Government Code, Section 51.072, the City, as a home-rule municipality, has full power of local self-government; and

WHEREAS, the City Commission of the City of Pharr deems it necessary and proper to provide for the public health, safety and quality of life of the community to regulate self-storage facilities.

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

SECTION 1 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11. B(6) IS AMENDED AS FOLLOWS: 6. Portable buildings or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ used as an accessory to the residential use and not for living quarters.

SECTION 2 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11. C(6) IS AMENDED AS FOLLOWS: ~~6. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

- ~~7.~~ **6.** Facilities for railroads or those utilities holding a franchise under the City of Pharr.
- ~~8.~~ **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.
- ~~9.~~ **8.** Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 3 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11.1 B(6) IS AMENDED AS FOLLOWS: ~~6. Detached accessory uses, Portable buildings or storage buildings not larger than 120 square feet of floor area and ten feet in height. used as an accessory to the residential use and not for living quarters.~~

SECTION 4 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.11.1 C(3) IS AMENDED AS FOLLOWS: ~~3. Detached accessory uses, portable buildings or storage buildings larger than 120 square feet and ten feet in height used as an accessory to the residential use (excluding carports).~~

- ~~4.~~ **3.** Facilities for railroads or those utilities holding a franchise under the City of Pharr.
- ~~5.~~ **4.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered and landscaped.

SECTION 5 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.12. B(6) IS AMENDED AS FOLLOWS: ~~6. Portable buildings or storage buildings not larger than 120 square feet of floor area and ten feet in height. used as an accessory to the residential use and not for living quarters.~~

SECTION 6 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.12 C(6) IS AMENDED AS FOLLOWS: ~~6. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

- ~~7.~~ **6.** Facilities for railroads or those utilities holding a franchise under the city.
- ~~8.~~ **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.
- ~~9.~~ **8.** Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 7 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.13. B(7) IS AMENDED AS FOLLOWS: 7. Portable **buildings** or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ **used as an accessory to the residential use and not for living quarters.**

SECTION 8 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.13 C(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

8. **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.

9. **8.** Real estate sales offices and on-site construction offices for more than two years or occupying mobile homes.

SECTION 9 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.14. B(9) IS AMENDED AS FOLLOWS: 9. Portable **buildings** or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ **used as an accessory to the residential use and not for living quarters.**

SECTION 10 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.14 C(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

8. **7.** Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.

9. **8.** Real estate sales offices and on-site construction offices for more than two years, or occupying mobile homes.

SECTION 11 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.15. B(9) IS AMENDED AS FOLLOWS: 9. ~~Storage buildings including portable buildings not larger than 120 square feet of floor area and ten feet in height, and accessory buildings.~~ **Portable buildings or storage buildings used as an accessory to the residential use and not for living quarters.**

SECTION 12 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.15. C(8) IS AMENDED AS FOLLOWS: ~~8. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

9. **8.** Paved parking facilities for nonresidential uses.

~~10.~~ **9.** Real estate sales offices and on-site construction offices for more than two years, or occupying mobile homes.

SECTION 13 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.16. B(9) IS AMENDED AS FOLLOWS: ~~9. Storage buildings including portable buildings not larger than 120 square feet of floor area and ten feet in height, and accessory buildings.~~ Portable buildings or storage buildings used as an accessory to the residential use and not for living quarters.

SECTION 14 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.16. C(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~8.~~ **7.** Paved parking facilities for nonresidential uses.

~~9.~~ **8.** One zero lot line or patio home per lot.

~~10.~~ **9.** Real estate sales offices and on-site construction offices for more than two years, or occupying mobile homes.

SECTION 15 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. SUBDIVISIONS: A(4) IS AMENDED AS FOLLOWS: 4. Portable buildings or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ used as an accessory to the residential use and not for living quarters.

SECTION 16 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. SUBDIVISIONS: B(4) IS AMENDED AS FOLLOWS: ~~4. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~5.~~ **4.** Facilities for railroads or those utilities holding a franchise under the City of Pharr.

~~6.~~ **5.** Paved parking facilities for nonresidential uses.

~~7.~~ **6.** A paved storage area for unoccupied recreational vehicles and equipment, such as boats and canoes, which must have a fence and a buffer as defined to separate and protect adjacent residential uses.

~~8.~~ **7.** Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 17 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. PARKS: A(2) IS AMENDED AS FOLLOWS: 2. ~~One Portable building or storage building up to 120 square feet of floor area and ten feet in height, per lot used as an accessory to the use for residential uses. and not for living quarters.~~

SECTION 18 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. PARKS: B(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~8.~~ 7. Paved parking facilities for nonresidential uses.

~~9.~~ 8. Temporary construction offices for more than two years.

SECTION 19 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.19. R-HCMH SUBDIVISIONS: A(5) IS AMENDED AS FOLLOWS: 5. Portable buildings or storage buildings ~~not larger than 120 square feet of floor area and ten feet in height.~~ used as an accessory to the residential use and not for living quarters.

SECTION 20 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. R-HCMH SUBDIVISIONS: B(4) IS AMENDED AS FOLLOWS: ~~7. Portable buildings and storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.~~

~~5.~~ 4. Facilities for railroads or those utilities holding a franchise under the City of Pharr.

~~6.~~ 5. Paved parking facilities for nonresidential uses.

~~7.~~ 6. A paved storage area for unoccupied recreational vehicles and equipment, such as boats and canoes, which must have a fence and a buffer as defined to separate and protect adjacent residential uses.

~~8.~~ 7. Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

SECTION 21 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.19. PARKS: A(2) IS AMENDED AS FOLLOWS: 2. One portable building or storage building up to 120 square feet of floor area and ten feet in height, used per lot as an accessory use to the for residential uses and not for living quarters.

SECTION 22 – APPENDIX A, ZONING, ARTICLE II, SEC. 1.18. PARKS: B(7) IS AMENDED AS FOLLOWS: ~~7. Portable buildings or storage building larger than 120 square feet and ten feet in height.~~

8. ~~7.~~ Paved parking facilities for nonresidential uses.

~~9.~~ 8. Temporary construction offices for more than two years.

SECTION 23: APPENDIX A, ZONING, ARTICLE II, SEC. 1.25. B(2) IS AMENDED AS FOLLOWS: 2. Any retail businesses, personal services, professional services, business services conducted within a completely enclosed building, except the following: lumberyards or contractor yards, farm equipment or other heavy equipment sales or services, farm products warehousing and storage or stockyards, general warehousing or storage. ~~Household goods warehousing and storage in individually rented storage units is permitted.~~

SECTION 24: APPENDIX A, ZONING, ARTICLE II, SEC. 1.25. C IS AMENDED BY ADDING AS FOLLOWS: 3. Household goods warehousing and storage in individually rented storage units (see Chapter 26, Article XI “Self-Storage or Mini-Warehouse Facilities”).

SECTION 25: APPENDIX A, ZONING, ARTICLE III, SEC. 1.48 CONDITIONS OF CONDITIONAL USE (D) IS AMENDED AS FOLLOWS: D. [Existing railroads and private utilities:] Existing railroads and private utilities, including telephone service, may continue to be operated and maintained in residential and commercial districts, ~~but~~ No new railroad, ~~or~~ utility structures ~~s or electrical substations~~ other than the usual poles, wires, underground utilities and lift stations shall be established in such district without a special use permit. ~~Such uses shall be deemed as a permitted use under applicable industrial zones. A masonry wall shall be required as a buffer surrounding the property.~~

SECTION 26: PENALTY; ENFORCEMENT

- A) Any person, firm, corporation, association or partnership violating any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor, and upon conviction thereof shall be punished by a fine of not less than \$750.00 nor more than \$2,500.00 and every day such violation continues shall constitute a separate offense. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

- B)** Should any person or business violate the prohibitions contained herein, or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.

SECTION 27: APPEALS

Appeal of a decision of the Planning and Zoning Commission shall be in accordance with Article XII, section 1.92, Subsection B4, of the City of Pharr Code of Ordinances.

SECTION 28: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, local, and other guidelines as directed. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 29: SAVINGS CLAUSE

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

SECTION 30: EFFECTIVE DATE; PUBLICATION

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

SECTION 31: REPEALER CLAUSE:

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION 32: PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the . day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Parks and Recreation Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The following current Parks Board Members have advised that they wish to continue serving and have their terms renewed:

Johnny Ramos

Ana Caso

Eduardo Mata

Current Parks Board Member **Mari Caballero** has advised that she will no longer be able to commit in serving our community.

Financial Consideration: N/A

Staff Recommendation: City commission approve reappointment of current board members and recommend an additional board member in place of Mrs. Mari Caballero.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Sergio Alanis

Created/Initiated - 6/6/2019

Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019



MEMORANDUM

DATE: May 7, 2019

TO: Alex Meade, City Manager

FROM: Sergio Alanis, Director of Parks and Recreation

A handwritten signature in red ink, appearing to be "SA", is written over the "FROM:" line.

SUBJECT: Consider Appointment/Reappointment of Park Advisory Board Members

ISSUE

The term of the following parks and recreation committee board members will expire on June 2019.

Alma Caso 2-Year term (unexpired ending 6/05/19)

Eduardo Mata 2-Year term (unexpired ending 6/08/19)

Johnny Ramos 2-Year term (unexpired ending 6/08/19)

We have made personal contact with them and they have indicated their interest in continuing to serve. Board member Mari Caballero did not wish to continue serving.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider reappointing the aforementioned members who wish to continue to serve. Attached is a copy of their attendance record.

**City of Pharr
Parks & Recreation Department
Parks Advisory Board**

Attendance Sheet

Johnny Ramos, Chairman (86% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
17-18 (Special Called)	P	A	-	P	-	P	P	-	A	-	P	P
18-19 (Special Called)	-	-	-	-	-	-	-	P	-	-	-	-
	P	-	P	P	-	P	P					

Eduardo Mata, Member (71% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
17-18 (Special Called)	P	P	-	P	-	A	P	-	P	-	A	P
18-19 (Special Called)	-	-	-	-	-	-	-	P	-	-	-	-
	A	-	P	A	-	P	P					

Alma Caso, Member (100% Attendance)

	October	November	December	January	February	March	April	May	June	July	August	September
17-18 18-19 (Special Called)	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	P	-	-	-	-	-

STATE OF TEXAS { }

COUNTY OF HIDALGO { }

CITY OF PHARR { }

R E S O L U T I O N

NO: R-2019-

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee composed of nine members who shall be residents of the City of Pharr and serve a term of two years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Mari Caballero, Johnny Ramos, Eduardo Mata, and Alma Caso will expire on June 5, 2019; and

WHEREAS, appointment/re-appointment of four (4) members need to be made at this time; and such Board members shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr

NAME:

LENGTH OF TERM

- | | |
|----|-----------------------------------|
| 1. | 2 Year Term (to expire on 6/5/21) |
| 2. | 2 Year Term (to expire on 6/5/21) |
| 3. | 2 Year Term (to expire on 6/5/21) |
| 4. | 2 Year Term (to expire on 6/5/21) |

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 3rd day of June, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action if any, on Resolution appointing/re-appointing four (4) members to the Beautification Committee.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: 4 committee members appointment expire on June 5, 2019

Financial Consideration:

Staff Recommendation: Staff Recommends the re-appointment of Olivia Ramirez, Richard Carranza, Romeo Robles Jr., and Frank Santana, to the Beautification Committee.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/6/2019
Final Approval - 6/7/2019

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **RESOLUTION**
CITY OF PHARR § **NO. R-2019-__**

WHEREAS, Ordinance No. O-76-09 created the Beautification Committee consisting of not more than five (5) members whose terms of service shall be staggered. Two (2) one (1) year term; two (2) two (2) year term; and one (1) three (3) year term; and

WHEREAS, the terms of members Richard Carranza, Romeo Robles, Jr., Frank Santana, and Olivia Ramirez will expire on June 5, 2019; and

WHEREAS, appointment/re-appointment of members needs to be made at this time; and such members shall perform duties as may be prescribed by ordinance or state law.

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

That the following persons are hereby appointed/re-appointed as members of the Beautification Committee.

NAME:	LENGTH OF TERM:
1. _____	1 Year (expiring on June 5, 2020)
2. _____	1 Year (expiring on June 5, 2020)
3. _____	2 Years (expiring on June 5, 2021)
4. _____	2 Years (expiring on June 5, 2021)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of June, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In accordance with the City Charter Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners as soon as practical following the election and qualification of new members.

Current Mayor Pro Tem is Comm. Roberto "Bobby" Carrillo and Alternate is Comm. Eleazar Guajardo.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 6/6/2019
Final Approval - 6/7/2019

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CITY OF PHARR

§

RESOLUTION

NO. R-2019-__

WHEREAS, in accordance with the City Charter of the City of Pharr, Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners of the City of Pharr; as soon as practical following the election and qualification and on annually basis of new members of the Board of Commissioners.

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

1. _____ is hereby appointed Mayor Pro Tem of the City of Pharr.
2. _____ is hereby appointed Alternate Mayor Pro Tem of the City of Pharr.

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

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

HILDA PEDRAZA
CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the property.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Melanie Cano
City Management Office

Approved - 6/6/2019
Final Approval - 6/6/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on contract extension for four years with Ticketmaster for the handling of all ticket sales for concerts held at the Pharr Events Center.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Ticketmaster is seeking a four-year extension in their relationship with the City of Pharr to handle ticket sales for concerts held at the Pharr Events Center.

Financial Consideration: Ticketmaster has modified the original agreement to allow for the Pharr Events Center and the City of Pharr to earn more revenue through Services Fees and Convenience Charges associated with tickets purchased through their services.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request

ROUTING:

Hilda Pedraza

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 6/6/2019

Approved - 6/6/2019

Approved - 6/7/2019

Final Approval - 6/7/2019



AMENDMENT TO USER AGREEMENT

THIS AMENDMENT TO USER AGREEMENT ("Amendment") is entered into and made effective as of May 22, 2019 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and City of Pharr, a home rule municipality ("Principal"), with reference to the following facts:

A. Ticketmaster and Principal entered into that certain User Agreement effective as of April 27, 2011, as amended by that certain TM Messenger Letter Agreement dated as of May 1, 2013, by that certain Amendment to User Agreement dated as of September 30, 2013 and by that certain Amendment to User Agreement dated as of February 11, 2014 (as amended "Agreement").

B. Ticketmaster and Principal hereby desire to extend the existing Term of the User Agreement, which is currently scheduled to expire on April 27, 2019 ("Existing Term"), for a period of four (4) years, and to amend the Agreement in certain other respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree, effective as of the Effective Date, as follows:

1. **Defined Term(s)**. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **Extension of Term**. The Term of the Agreement, as modified by this Amendment, is extended for a period of four (4) years, commencing on April 28, 2019 and expiring on April 27, 2023. Thereafter, the Term of the Agreement shall automatically be renewed for successive three (3) year periods unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the then-current renewal period, of its intention not to renew the Agreement. Each twelve (12) month period commencing on April 28 and continuing through the following April 27 shall be a "Contract Year" as such term is used in the Agreement.

3. **Convenience Charges and Processing Fees**. Section 3(b) of the Agreement shall be deleted in its entirety and replaced with the following:

"(b) **Convenience Charges and Processing Fees**: The per Ticket convenience charge and the per order processing fee shall be determined by Ticketmaster from time to time during the Term of this Agreement, taking into account market and economic conditions and expense factors.

(i) Such convenience charges for each applicable category of Ticket sale shall be as follows:

Face Value of Tickets	Convenience Charge
\$10.00 and below	\$2.00 per Ticket
\$10.01 to \$25.00	\$4.00 per Ticket

\$25.01 and above	\$6.00 per Ticket
-------------------	-------------------

The convenience charges set forth above for Tickets with a Face Value of \$10.01 and above shall be subject to automatic increase on April 28, 2020 and on each anniversary of such date thereafter during the Term in the amount of \$0.25 per Ticket.

(ii) The processing fee shall be \$4.15 per order from each person ordering Tickets via Ticketmaster distribution channels. The processing fee may be further increased from time to time consistent with Ticketmaster's processing fee for similar events at similar facilities and is additionally subject to automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates."

4. **Payment Processing and TM Charge Fees.**

(i) Section 3(c) of the Agreement shall be deleted and replaced with the following:

"(c) **Payment Processing Fees:** With respect to Tickets purchased from Ticketmaster with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing Fees") shall be passed on to Principal at an amount equal to 2.63% of the Face Value (plus any fees added to the Face Value) of all Tickets sold via Ticketmaster distribution channels, which percentage rate shall be deducted by Ticketmaster from the Ticket sales proceeds or, at Principal's option, upon notice to Ticketmaster, the convenience charge may be adjusted to include Principal's portion of such Payment Processing Fees, provided that the convenience charge will be rounded up to the nearest \$0.05. The Payment Processing Fees set forth above are subject to automatic increase due to increases in interbank rates imposed on Ticketmaster."

(ii) Section 3(e)(v) of the Agreement shall be deleted and replaced with the following:

"(v) **TM Charge Fees:** In connection with Principal's sales of Tickets utilizing electronic payments and authorized via TM Charge using either Visa or MasterCard, Ticketmaster's credit card processor ("Processor") shall deduct the merchant fees in the amount of 2.63% of transactions processed on a daily basis. The fees charged to Principal for use of TM Charge are subject to automatic increases equal to any actual increases in Ticketmaster's Processor fees. Principal shall also be responsible for any and all other amounts charged to Ticketmaster (if any) by a Processor for processing Principal's transactions, including, without limitation, chargebacks, fraudulent credit card use and additional charges for failure to meet the specific timing or other qualifications of the applicable credit card association or company. In the event that Principal desires to process any credit or debit cards other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by Principal and such credit card companies, and Principal shall enter into its own merchant agreement with such credit card companies."

5. **Royalties.** Section 3(f) of the Agreement shall be deleted and replaced with the following:

"(f) **Principal's Royalties:** Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster in the amount and under the terms set forth below with respect to each Convenience Charge received (and not refunded) by Ticketmaster:

<u>Type of Royalty</u>	<u>Amount of Royalty</u>
-------------------------------	---------------------------------

Convenience Charge	\$1.00 per Ticket, <u>less</u> Payment Processing Fees and applicable taxes related to such amount; provided Principal shall only be entitled to such Royalties for Tickets sold with a Face Value of \$10.01 and above
--------------------	---

The Royalties with respect to Convenience Charges on Ticket sales for Attractions that occurred during Monday through Sunday of the preceding week shall be payable weekly, along with the next settlement after the end of such period conducted under Section 6 of the User Agreement."

6. **Mail Fee:** Ticketmaster shall be entitled to assess and receive a fee in the amount of \$5.00 per order against purchasers of Tickets using the U.S. mail method of delivery (the "Mail Fee"). The Mail Fee retained by Ticketmaster is subject to automatic annual increase in the amount of \$0.25 per order on April 28, 2020 and on each anniversary thereafter during the Term of the Agreement.

7. **Will Call Fee.** Ticketmaster shall be entitled to assess a fee in the amount of \$5.00 per order against purchasers of Tickets using the will call method of Ticket fulfillment ("Will Call Fee"), and shall pay Principal the entirety of such Will Call Fee, less applicable taxes or Payment Processing Fees (calculated at the rate set forth below) on such additional amount.

8. **Additional Hardware.** Ticketmaster shall, at no additional cost to Principal, supply Principal with additional equipment ("Additional Hardware") in accordance with the parameters set forth below to supplement, upgrade or otherwise replace the certain existing Hardware:

Quantity	Description
1	Scanner four slot cradle
4	Scanners
3	Monitors
3	Thin Clients
3	Ticket Printers
2	Access Points
1	Router
1	POS Switch
1	TM1 Switch
1	Router NIM

Such Additional Hardware shall be deemed Hardware as described in the Agreement and shall be subject to the terms and conditions with respect to all Hardware as set forth in the Agreement.

9. **Presence and Related Hardware.** Ticketmaster shall provide Principal with the use of Ticketmaster's proprietary access management system ("Presence") and certain Presence related equipment which, among other things, enables the use of non-barcoded Tickets and allows for the identification of individual attendees accessing an Attraction (as opposed to the original Ticket purchasers only).

10. **Conflicting Terms.** In the event a conflict arises between this Amendment and the terms and conditions of the User Agreement, the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the User Agreement are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

TICKETMASTER L.L.C.,
a Virginia limited liability company

By: _____

Title: _____

Date: _____

CITY OF PHARR,
a home rule municipality

By: _____

Title: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Gold Star Petroleum for the Purchase and Delivery of Fuel. (Project# 1718-01-517-SP002-59)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Gold Star Petroleum for Fuel. (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff Recommends approval to extend the supply contract agreement with Gold Star Petroleum, from Spring, Texas, for an additional year with no increase to the original unit pricing. This will be the second 1 year contract extension of a possible 3 year contract.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Veronica Gutierrez

Approved - 6/6/2019

Patricia Rigney

Approved - 6/6/2019

Karla Moya

Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019

**EXTENSION OF AGREEMENT
FOR PURCHASE AND DELIVERY OF FUEL**

THIS EXTENSION OF AGREEMENT FOR THE PURCHASE AND DELIVERY OF FUEL, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Gold Star Petroleum, Inc.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at P.O. Box 11151, Spring, TX 77391.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the Purchase and Delivery of Fuel dated, June 18, 2018 by which CONTRACTOR serves as the primary vendor to provide Mid-Grade and Diesel fuel to the CITY on an as-needed basis pursuant to Request for Bids numbered; **Bid No: 1718-01-517-Sp002-59** and

WHEREAS, CITY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of June 18, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for the Purchase and Delivery of Fuel has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20____ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Gold Star Petroleum, Inc.**

GOLD STAR PETROLEUM, INC.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a lease agreement with Nevill Document Solutions, LLC. for the leased multi-function printers including maintenance plan for city departments utilizing co-op DIR-TSO-3092.(Project #1819-01-518-S030-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the current lease expiring, several departments are needing to make changes to the multi-function printers they previously had but other departments will keep original equipment due to not being utilized as much to warrant a replacement. Equipment getting replaced by new equipment will then be picked up and vendor will be issuing a monthly credit toward new lease payment.

Financial Consideration:

Staff Recommendation: Staff recommends approval of the lease agreement with Nevill Document Solutions, LLC from Irving, TX.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 6/6/2019

Jose Pena

Approved - 6/6/2019

Veronica Gutierrez

Approved - 6/6/2019

Patricia Rigney

Approved - 6/6/2019

Karla Moya

Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019



Corporate Headquarters

2825 Story Road West • Irving • TX 75038

469.574.0041 • fax 469.574.0039

www.nevillsolutions.com

SALES ORDER

Your Local Sales Office:

Corpus Christi 361.882.6482 ☐
Fort Worth 817.595.2255 ☐
Harlingen 956.412.6482 ☐
Laredo 956.753.7212 ☐
McAllen 956.630.2100 ☒

Sold to: City of Pharr

Deliver to: Same

Billing Address 118 S. Cage Blvd.

Address

City, ST, Zip Pharr, TX 78577

City, ST, Zip

Contact Jose Pena

Contact (for service)

PH# 956-402-4900

Fax#

PH#

Fax#

Email jose.pena@pharr-tx.gov

Email

Meter Contact Email:

AP Contact:

AP Email:

NEVILL Billing Code

☐☐☐☐☐☐

NEVILL Shipping Code

☐☐☐☐☐☐

Customer Status	Leasing Company	Date of Sale	Customer's PO#	Sales Consultant
☐ New ☒ Existing				Frank Leal
Requested Delivery/Method	Nevill Truck		Terms	☐ Cash ☒ Lease ☐ Rental

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
1			KIP 860		
6			M3145idn		
2			P3050dn		
5			TA3553ci		
2			TA4053ci		
7			TA5053ci		
2			TA6053ci		
1			TA8052ci		
12			M6235cidn		
1	GSC2OFFICE-001		Kyocera's Scan-to-Cloud		

Kyocera's Scan-to-Cloud feature is included by default. Customers who wish to Opt-out must sign here: _____

Special instructions / Lease Approval Number 39 Month lease program at \$ 5,726.28 monthly. Program with no base (Cost Per Copy)			Freight	
.0049 B/W .042 Color (DIR-TSO-3092)			Subtotal	
			Sales Tax	
See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.			TOTAL DUE	

Customer Signature	Title	Date
--------------------	-------	------

TERMS & CONDITIONS OF SALE

Buyer promises to pay to the order of Seller, Nevill Document Solutions, the total price. Seller promises to deliver to Buyer the goods. Unless specified in this agreement, terms of payment and delivery shall be in accordance with Seller's custom. Interest at the rate of 1.5% per month, or the maximum legal rate, whichever is higher, shall accrue on amounts owed by Buyer to Seller that remain unpaid when due.

Seller grants to buyer a security interest in the goods to secure payment of the total price and past and future obligations of Buyer owed to Seller. Buyer waives notice of default and authorizes Seller to enter Buyer's premises in order to peacefully repossess the collateral. At the request of Seller, Buyer shall make the collateral available for inspection. Buyer shall not sell, lease, encumber, damage, or waste the collateral until obligations secured by the collateral have been satisfied.

The entire agreement is contained in the document. Seller makes no representations or express warranties not contained in this document. Seller makes no implied warranty of merchantability or implied warranty of fitness for particular purpose regarding the goods. Seller shall not be liable to Buyer for non-performance caused by circumstances beyond the control of Seller, including acts of God, civil disobedience, employee strikes, fire, flood, common enemy, manufacturer's and shipper's back orders and inability to supply. Seller shall not be liable for indirect, special, or consequential damages suffered by Buyer

In the event Seller's inspection reveals the goods are improperly maintained or operated, the copy meter altered, or payment of the account is not kept current, the Seller may, at his election, declare the agreement in default. Unless specified in this document, time of delivery of goods shall not be considered of the essence. In the event of dispute, the prevailing party enforcing this agreement shall be entitled to reasonable costs, including attorney fees to the extent allowed by law. The parties agree that venue and jurisdiction shall lie exclusively in Hidalgo, Co Texas.

This Agreement is not binding on Nevill Document Solutions, until fully accepted by an officer of Nevill Document Solutions.

V070617

Date: _____

Nevill Document Solutions, LLC, herein after referred to as "NDS" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: _____ (Initials)

Customer Name City of Pharr
Business Address 118 S. Cage Blvd.
City Pharr State TX Zip 78577 Telephone 956-402-4150
Customer # _____ Key Operator _____ Meter Contact Email _____ Zone _____

COLOR MAINTENANCE COVERAGE: ☐ MDS ☒ COPIER ☒ PRINTER ☒ FAX ☒ SCANNER
(SELECT SERVICE BELOW)

☒ **Nevill Full Service** coverage includes labor, parts, drums & supplies (excludes paper & staples).

☐ **Nevill Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, staples, toner & transfer belts).

COLOR MAINTENANCE PLAN: (SELECT ONE)

☐ **Annual Agreement *** : rate \$ _____ per year. Coverage is for one year from contract Beginning Date.

☐ **Annual Time or Usage Contract *** : rate \$ _____ per year. Coverage is for one year from contract Beginning Date or _____ prints, whichever occurs first.

☒ **Annual Contract with a Rate *** of \$ _____ per month / quarter. Coverage includes cost per copy allowable color prints and cost per copy black & white prints per month / quarter with overages invoiced monthly / quarterly at \$.042 per color print and .0049 per black & white print.

Single sheet scans invoiced in arrears at the rate of \$.002 per print. (*all pricing does not include tax & pricing based on 8.5x11 paper)

Contract # _____ Beginning Meter _____ Beginning Date _____

Equipment Make, Model & Description

Serial Number

Equipment ID #

See Schedule A

☒ **special instructions:** No charge for scans

Customer Acceptance

☐ **Maintenance Agreement Declined Signature:** _____

This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: _____

Signature: _____ title: _____ date: _____

Nevill Acceptance

This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company.

Authorized by: _____

Signature: _____ title: _____ date: _____

TERMS AND CONDITIONS

1. The initial term of the Contract shall commence on the "Contract Beginning Date" and shall automatically renew for successive terms. NDS reserves the right to increase the rate to the then current rate, up to 10%, unless cancelled as provided below.
2. Cancellation at the end of the initial term or any renewal term may be accomplished by either party by giving written notice of such cancellation to the other party no later than sixty (60) days prior to the expiration date of the term then in effect.
3. In case of "Copier Annual Time or Usage Contract", this contract is based upon anticipated Customer annual usage. The contract will expire upon number of Copies shown on the face or One year, whichever occurs first. Should the number of copies included be exceeded prior to the expiration of each annual period, the contract will renew using the ending meter for the previous contract as the beginning meter for the renewal contract and the beginning date of the renewal contract will be the date of the ending meter of the previous contract.
4. In case of "Copier Annual Contract with a Quarterly Rate", this contract is based upon an annual contract with the base rate invoiced quarterly, including quarterly allowable copies. Should the number of copies metered for the period exceed the allowable copies for the period, Customer agrees to pay an overage charge for each copy in excess of allowable copies. If a current meter reading is not available or made available to NDS by Customer, billing will be based on an estimated volume. Estimate shall be determined by NDS on basis of past Customer usage history.
5. In no case will credits or refunds be made when actual copies metered are less than the contracted usage copies or allowable copies.
6. This Contract covers labor on routine, remedial and preventive maintenance service as well as remedial parts and normal wear and tear on the copier. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Normal business hours are herein defined to mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays. Overtime charges, at NDS's then current rate, will be charged on all service calls made outside normal business hours.
7. Electrical work external to the equipment and equipment line cord is not covered by this Contract.
8. Certain copier models must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in Equipment Operator's Manual. At its sole cost and expense, Customer shall ensure that the copier is placed in an area that conforms to these requirements, and is not altered or serviced by other than NDS personnel.
9. Preventative Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed.
10. The Operator's Manual for each equipment model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual is not included in this Agreement and is subject to additional charges.
11. Customer shall provide a Key operator for each shift of operation, and shall at NDS's request ensure that all operators are instructed by NDS in the use and care of equipment. Customer's Key Operator shall be responsible for notifying NDS when preventative maintenance needs to be performed according to equipment maintenance specifications. Should Customer's Key Operator change, Customer is responsible for immediate notification of NDS of the new Key Operator, for scheduling training at the earliest opportunity.
12. NDS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the technician's use.
13. This contract does not cover service required due to malfunction of parts, attachments, or supplies of non-manufacturer or not approved by NDS. Customer agrees that this Contract does not provide for the replacement of consumable supplies. Installation of paper & toner will be performed without charge if a NDS Service Technician is present for service reasons. If a service call is requested for the mere purpose of installing such consumable supplies, Customer will be charged NDS's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by NDS.
14. Any Customer changes, network setting alterations, or attachments may require a change in maintenance charges set forth herein. NDS also reserves the right to terminate this Contract in the event that it shall determine that such changes, alterations, or attachments make it impractical for NDS to continue servicing the equipment.
15. This Contract will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty of any other natural force or any loss or damage occurring from any other natural force, and any loss or damage occurring from any of the foregoing specifically excluded from this Contract.
16. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at NDS's option the Contract pertaining to the moved equipment may be terminated and/or may be subjected to additional service charge.
17. This Contract is not re-assignable or transferable by Customer.
18. Invoices pursuant to the Contract will be tendered in advance for Annual Time or Usage and Quarterly Base Rates, and in arrears for overage charges and shall be payable within net 10 days. In the event that Customer fails to pay any invoice when due, this Contract shall automatically terminate and Customer shall pay NDS's then current time and materials charges for any services performed.
19. If the customer cancels this Contract in a manner other than set forth in paragraph one 1 a refund, if any, will be given to Customer if the amount paid on the contract is more than the amount of services rendered during the contract term calculated at the then rate for time and materials. Any amounts due the Customer will be applied to any unpaid invoices, with any surplus being refunded within thirty (30) days.
20. NDS shall not be responsible for the delay or failure to furnish maintenance service under this Contract to the extent that NDS was hindered in its performance by any act of nature, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. This Contract is the complete agreement between NDS and Customer and supersedes any proposal or prior agreement, verbal or written, and any other communications relating to the subject matter of this Contract. The terms and conditions of the Contract shall supersede any terms and conditions, which may be contained on any, purchase order or other document, which may be issued by Customer.
22. Other than the obligations set forth herein, NDS disclaims all warranties, expressed or implied, which includes any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. NDS shall not be responsible for direct, incidental or consequential damages including but not limited to, damages arising out of the use or performance of the equipment or the loss of use of the equipment.
23. If any provision of this Contract shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Contract and shall not affect the validity and enforceability of the remaining provisions of this Contract.
24. All notices are required to be given under this Contract shall be in writing and sent by United States First Class mail to the parties as indicated on the reverse side.
25. The Laws of the State of Texas govern this Contract. Venue and Jurisdiction shall lie exclusively in Hidalgo County Texas. In the event of litigation or other proceedings by NDS to enforce or defend any term or provision of the Contract, Customer agrees to the extent allowed by law to pay all costs and expenses sustained by NDS including, but not limited to court costs and reasonable attorney's fees should NDS prevail.



Account Name: City of Pharr
 APPLICATION#:
 Schedule A

Department	Qty	Make/Model	Serial Number			
	1	KIP 860				
	1	M3145idn				
	1	M3145idn				
	1	M3145idn				
	1	M3145idn				
	1	M3145idn				
	1	M3145idn				
	1	M3145idn				
	1	P3050dn				
	1	P3050dn				
	1	TA3553ci				
	1	TA3553ci				
	1	TA3553ci				
	1	TA3553ci				
	1	TA3553ci				
Customer Signature:				Date:		
Customer Printed Name:				Title:		



Account Name: City of Pharr
APPLICATION#:
Schedule A

Department	Qty	Make/Model	Serial Number			
	1	TA4053ci				
	1	TA4053ci				
	1	TA5053ci				
	1	TA5053ci				
	1	TA5053ci				
	1	TA5053ci				
	1	TA5053ci				
	1	TA5053ci				
	1	TA5053ci				
	1	TA6063ci				
	1	TA6053ci				
	1	TA8052ci				
	1	M6235cidn				
	1	M6235cidn				
Customer Signature:				Date:		
Customer Printed Name:				Title:		



Account Name: City of Pharr
APPLICATION#:
Schedule A

Department	Qty	Make/Model	Serial Number			
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
	1	M6235cidn				
Customer Signature:				Date:		
Customer Printed Name:				Title:		



Equipment Lease Agreement # _____

EQUIPMENT

Equipment MFG Model & Description

Serial Number

Accessories

☒ See attached schedule for additional Equipment / AccessoriesBilling Address: 118 S. Cage Blvd, Pharr, TX 78577Equipment Location: Same**SUPPLIER**

NDS Leasing
2825 Story Rd.
Irving, TX 75038

TRANSACTION TERMS

Purchase Option: Fair Market Value

Lease Payment: \$ 5,726.28 (plus applicable taxes)Term: 39 (months) Billing Period: ☒ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

The following additional payments are due on the date this Lease is signed by you:

Advance Payment: \$ 0 (plus applicable taxes) Applied to: ☐ First ☐ Last

Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN IOWA OR THE STATE OF LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY LESSOR OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF LESSOR OR ITS ASSIGNEE SHALL BRING ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LEASE, YOU HEREBY IRREVOCABLY AGREE THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF IOWA OR THE STATE OF THE LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR IN ANY OTHER COURT OR COURTS HAVING JURISDICTION OVER YOU OR YOUR ASSETS, ALL AT THE SOLE ELECTION OF THE LESSOR OR ITS ASSIGNEE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE LESSOR OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). You agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our

Continued on Page 2

LESSOR ("We", "Us")

NDS Leasing

By: X _____

Name: _____

Title: _____ Date: _____

LESSEE ("You")PHARR CITY OF

(Lessee Full Legal Name)

By: X _____

Name: _____ Title: _____

Date: _____ Federal Tax ID: 74-6001875

estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under this Lease.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default, or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

AMENDMENT TO EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO EQUIPMENT LEASE AGREEMENT is by and between **PHARR CITY OF**, as Lessee, and **NDS LEASING**, as Lessor.

BACKGROUND

- A. By that certain Equipment Lease Agreement, # **T3-3276851807**, dated _____, **20____**, by and between Lessor and Lessee, Lessor has agreed to extend financing to Lessee upon and subject to the terms and conditions set forth in the Equipment Lease Agreement ("**Lease**").
- B. Lessor and Lessee desire to amend the terms and conditions of the Lease, upon and subject to the terms and conditions of this Amendment.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Lease.

NOW, THEREFORE, in consideration of the good and valuable consideration, the parties intending to be legally bound agree as follows:

- 1. EFFECT OF HANDWRITTEN CHANGES.** The Parties to the Lease acknowledge and agree that none of the hand-written (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Lease shall be enforceable. Each of the provisions in the Lease, as originally pre-printed on the front and/or back (or Pages 1 and/or 2) of the Lease, shall remain in full force and effect, except to the extent expressly set forth herein.
- 2. INDEMNITY.** Section 6 of the Lease shall be deleted entirely:
- 3. EFFECTIVE DATE.** This Amendment is executed to be effective the same day as the Lease, and is incorporated into and made part of the Lease.
- 4. EFFECT OF AMENDMENT.** All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as the effective date of the Lease, as set forth above.

PHARR CITY OF

By: _____
Name: _____
Title: _____
Date of Execution: _____

NDS LEASING

By: _____
Name: _____
Title: _____
Date of Execution: _____



AGENDA MEMORANDUM



BOARD:

AGENDA ITEM #: 6.D.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with R. Gutierrez Engineering Corporation in the amount of \$10,270 for Professional Engineering Services for the West Las Milpas Road Reconstruction and Intersection Widening Project. (Project #C1718-01-528-0034A)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The additional work is for the Construction Engineering and Administration of the project. this includes the following tasks.

- Hold a Pre-Construction Conference with the contractor and City of Pharr personnel.
- Perform periodic site observations
- Review Contractor Submittals
- Respond to Request for Information from the Contractor
- Review and approve monthly Contractor Pay Apps
- Perform a final inspection to develop a punch-list of items to be addressed by the Contractor prior to accepting the project

Financial Consideration: Original Contract \$38,628.00

Amendment No. 1 \$10,270.00

Revised Contract Amount \$48,898

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with R. Gutierrez Engineering Corporation for additional Professional Engineering Services for the West Las Milpas Road Reconstruction and Intersection

Widening Project.

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 6/6/2019
Omar Anzaldua	Approved - 6/7/2019
Veronica Gutierrez	Approved - 6/7/2019
Patricia Rigney	Approved - 6/7/2019
Karla Moya	Approved - 6/7/2019
City Management Office	Final Approval - 6/7/2019

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

AMENDMENT NO. 1

The Contract between **R. Gutierrez Engineering Corporation** and the **City of Pharr** which was executed by the parties on **February 21, 2018** for the **West Las Milpas Road Reconstruction and Intersection Widening Project**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work

The Engineer will provide construction engineering and administration services for Las Milpas Road construction project. The limits of the construction project are from Cage Boulevard, east approximately 500-feet and west approximately 2,800-feet.

The items of work will include the following.

Task D – Construction Engineering and Administration Services

The Engineer will perform the following tasks:

- Hold a Pre-Construction Conference with the contractor and City of Pharr personnel.
- Perform periodic site observations
- Review Contractor Submittals
- Respond to Request for Information from the Contractor
- Review and approve monthly Contractor Pay Apps
- Perform a final inspection to develop a punch-list of items to be addressed by the Contractor prior to accepting the project

B. Modification to Section 5 – Professional Service Fee – Increase to Fee

1. Add the following fees:
 - a. Task D – Construction Engineering and Administration Services– \$ 10,270.

This amendment adds **\$10,270.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 38,628.00 to **\$ 48,898.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 1

**R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.**

ENGINEERING FIRM

By: _____
Signature

Ramiro Gutierrez, PE
ENGINEER

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

Alex Meade
City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM

**BOARD:****AGENDA ITEM #:** 6.E.**DATE SUBMITTED:** June 6, 2019**MEETING DATE:** June 12, 2019**FROM:** Hilda Pedraza, City Clerk**DEPARTMENT:** Engineering**DIRECTOR:**

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with R. Gutierrez Engineering Corporation in the amount of \$5,090 for Professional Engineering Services for the Thomas Left Turn Lanes Construction Project. (Project #1718-39-510-C009-252A)

Classification: Consent

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

Exclude Material from Public Packet? No**Reason:** N/A

Issue: The additional work is for the Construction Engineering and Administration of the project. this includes the following tasks.

- Hold a Pre-Construction Conference with the contractor and City of Pharr personnel.
- Perform periodic site observations
- Review Contractor Submittals
- Respond to Request for Information from the Contractor
- Review and approve monthly Contractor Pay Apps
- Perform a final inspection to develop a punch-list of items to be addressed by the Contractor prior to accepting the project

Financial Consideration: Original Contract \$19,530.00

Amendment No. 2 \$19,434.00

Amendment No. 1 \$5,090.00

Revised Contract Amount \$44,054

Staff Recommendation: Staff recommends approval of Amendment No. 2 to the contract with R. Gutierrez Engineering Corporation for additional Professional

Engineering Services for the Thomas Left Turn Lanes Construction Project. (Project #1718-39-510-C009-252)

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 6/6/2019
Omar Anzaldua	Approved - 6/7/2019
Veronica Gutierrez	Approved - 6/7/2019
Patricia Rigney	Approved - 6/7/2019
Karla Moya	Approved - 6/7/2019
City Management Office	Final Approval - 6/7/2019

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 2

The Contract between **R. Gutierrez Engineering Corporation** and the **City of Pharr** which was executed by the parties on **October 17, 2017** for the **West Thomas Road Intersection Widening Project**, is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work

The Engineer will provide construction engineering and administration services for Thomas Road construction project. The limits of the construction project are from Jackson Road, east approximately 500-feet and from Cage Boulevard, west approximately 500-feet.

The items of work will include the following.

Task D – Construction Engineering and Administration Services

The Engineer will perform the following tasks:

- Hold a Pre-Construction Conference with the contractor and City of Pharr personnel.
- Perform periodic site observations
- Review Contractor Submittals
- Respond to Request for Information from the Contractor
- Review and approve monthly Contractor Pay Apps
- Perform a final inspection to develop a punch-list of items to be addressed by the Contractor prior to accepting the project

B. Modification to Section 5 – Professional Service Fee – Increase to Fee

1. Add the following fees:

- a. Task D – Construction Engineering and Administration Services– \$ 10,270.

This amendment adds **\$5,090.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 38,964.00 to **\$ 44,054.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 2

**R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.**

ENGINEERING FIRM

By: _____
Signature

Ramiro Gutierrez, PE
ENGINEER

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

Alex Meade
City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: June 6, 2019

MEETING DATE: June 12, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative (#170201) to negotiate and approve a contract for the Communications Center Building Renovations for IT Offices Room Additions. (Project #1819-39-510-C014-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Scope of Works includes the following:

1. Add nine (9) office rooms as per plans provided, total of approximately 2,700 SF.
2. Install standard metal stud wall, drywall, tape & float, and paint.
3. Install VCT flooring in these areas.
4. Install new doors to accommodate the new layout.
5. Install receptacles and data to accommodate the new layout.
6. Relocate light fixtures to accommodate the new layout.
7. Install new fire A/V devices to accommodate the new layout.
8. Relocate air devices to accommodate the new layout.
9. Relocate existing fire sprinkler heads to accommodate the new layout.
10. Accommodate ceiling as necessary for the new layout.

Financial Consideration: Base Contract \$65,895.00

Allowances/Flooring Upgrade \$ 3,000.00

Total \$68,895.00

Staff Recommendation: Staff recommends approval and authorization to use The

Interlocal Purchasing System (TIPS) Purchasing Cooperative (#170201) to negotiate and approve a contract with Renoworks from Edinburg, TX, for Communications Center Building Renovations for IT Offices Room Additions in the amount of \$68,895.00.

Alternatives: The alternative would be the conventional Bid Process which will take around 1-month from the time of advertisement to the start of construction. Since this is a time sensitive project, using the TIPS Purchasing Cooperative will allow to begin work within one week of contract approval.

If the conventional Bid Process is preferred, staff requests approval to advertise for bids for the Communications Center Building Renovations for IT Offices Room Additions.

ROUTING:

Hilda Pedraza	Created/Initiated - 6/6/2019
Omar Anzaldua	Approved - 6/7/2019
Jose Pena	Approved - 6/7/2019
Veronica Gutierrez	Approved - 6/7/2019
Karla Moya	Approved - 6/7/2019
Patricia Rigney	Approved - 6/7/2019
City Management Office	Final Approval - 6/7/2019

TIPS Contract No.: 170201

Proposal 5311901

5/31/2019

City of Pharr
P.O. Box 1729,
118 S. Cage Blvd., Pharr, TX 78577

Attention: Mr. Omar Anzaldua Jr., PE, CFM, PMP, CCM

Site: Pharr EOC

Subject: "Pharr EOC Office Room Additions"

We propose to furnish the services specified herein at the prices stated and in accordance with RENOWORKS standard terms and conditions. RENOWORKS would like to submit the following proposal for your review and approval. * RENOWORKS will provide the following labor and material to perform scope of the following work identified and approved by the customer. All work will be performed in accordance with the job specifications and or scope of work as provided by RENOWORKS.

RENOWORKS proposes the following scope of work.

Scope of work and Pricing:

1. Add nine (9) office rooms as per plans provided, total of approximately 2,700 SF.
2. Install standard metal stud wall, drywall, tape & float, and paint.
3. Install VCT flooring in these areas.
4. Install new doors to accommodate the new layout.
5. Install receptacles and data to accommodate the new layout.
6. Relocate light fixtures to accommodate the new layout.
7. Install new fire A/V devices to accommodate the new layout.
8. Relocate air devices to accommodate the new layout.
9. Relocate existing fire sprinkler heads to accommodate the new layout.
10. Accommodate ceiling as necessary for the new layout.

Total Pricing:

The total project price is: **\$65,895.00** Pricing is good for 28-days from the above date. Thank you for the opportunity to quote on this valued inquiry and your interest in RENOWORKS.

Exclusions:

- Does not include furniture.
- Does not include new ceiling.
- Does not include new mechanical equipment. Only relocation of air devices.

***Proprietary & Confidentiality:**

RENOWORKS, as a benefit to you, has developed the concepts detailed in this proposal on 6/01/19. These are considered by RENOWORKS to be confidential and proprietary. These ideas and concepts remain the sole property of RENOWORKS, Edinburg Consolidated Independent School District acknowledge and agree to honor our proprietary right to the contents of this proposal and refrain from disclosing such content or any information to any third party, without the prior written consent of RENOWORKS. Any unauthorized use of these ideas and concepts is strictly prohibited.

Mobilization Fee

If the project is awarded a **25% mobilization fee** is charged upon order of equipment.

Proposal Validity:

The terms of this proposal are **VALID FOR 28 DAYS** from the above date and are contingent upon equipment availability & subject to change.

Closing:

Again, thank you for your interest in RENOWORKS. Please contact me if you have any questions or comments. I look forward to working with you.

Assuring you our best attention at all times.

Respectfully,

Rene Olivarez, P.E.
Project Manager
RENOWORKS, LLC

Fax Acceptance

SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED

- If this proposal is approved please fill out this acceptance page & return. This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print): _____

Title: _____

Signature: _____

*** Purchase Order:** _____

Date: _____

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide RENOWORKS with required field utilities (electricity, toilets, drinking water, etc.) access to sites without charge. RENOWORKS agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge RENOWORKS for any costs or expenses without RENOWORKS's written consent.

Unless specifically noted in the statement of the scope of work or services undertaken by RENOWORKS under this agreement, RENOWORKS's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, Modify, or alter the scope of work or services to be performed by RENOWORKS shall not operate to compel RENOWORKS to perform any work relating to Hazards without RENOWORKS's express written consent.
2. **INVOICING & PAYMENTS.** RENOWORKS may invoice Purchaser monthly for all materials delivered to the job site and for all work performed on-site with the appropriate invoice, which must be approved by a District representative that work has been performed and completed. If RENOWORKS's invoice is not paid after 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of RENOWORKS, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, RENOWORKS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY.** RENOWORKS warrants that the equipment installed by RENOWORKS shall be free from defects in material and workmanship arising from normal usage for a period of three (3) months from delivery of said equipment, for a period of one (1) year from installation. RENOWORKS warrants that for equipment furnished and/or installed but not manufactured by RENOWORKS, RENOWORKS will extend the same warranty terms and conditions which RENOWORKS receives from the manufacturer of said equipment. For equipment installed by RENOWORKS, if Purchaser provides written notice to RENOWORKS of any such defect within thirty (30) days after the appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment. For equipment not installed by RENOWORKS, if Purchaser returns the defective equipment to RENOWORKS within thirty (30) days after appearance or discovery of such defect, RENOWORKS shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by RENOWORKS shall be borne by Purchaser. These warranties not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** RENOWORKS shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by RENOWORKS or, alternatively, shall provide RENOWORKS with acceptable tax exemption certificates. RENOWORKS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** RENOWORKS shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond RENOWORKS's, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of RENOWORKS, etc.
8. **COMPLIANCE WITH LAWS.** RENOWORKS shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All claims, disputes and other controversy between RENOWORKS and Edinburg CISD arising out of or in any way related to the services provided by RENOWORKS shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, Edinburg CISD, assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Hidalgo County. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses.
10. **INSURANCE.** Insurance coverage in excess of RENOWORKS's standard limits will be furnished when requested and required. No credit will be given or premium paid by RENOWORKS for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including

attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.

12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **Entire AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon RENOWORKS unless accepted by RENOWORKS in writing.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: June 7, 2019

MEETING DATE: June 12, 2019

FROM: Moises Beas

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on acceptance of the Parks & Recreation Dugouts for Pharr Sports Complex and Witten Park Project (Bid Number 1718-40-510-C008-161) and Release of Final Payment and Retainage in the amount of \$15,611.10. (Project #1718-40-510-C008-161)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Arell Construction has completed the Parks & Recreation Dugouts for Pharr Sports Complex and Witten Park Project. A final walk through was held on April 16, 2019, and improvements were completed in general compliance with plans and specifications.

Financial Consideration:

Original Contract: \$295,000.00

Change Order Number 1: \$17,122.00

Revised Contract: \$312,222.00

Expenditures to Date: \$296,610.90

Final Payment & Retainage is in the amount of \$15,611.10.

Staff Recommendation: Staff recommends approval of Final Payment and release of the Retainage in the amount of \$15,611.10.

Alternatives:

ROUTING:

Moises Beas
Omar Anzaldua

Created/Initiated - 6/7/2019
Approved - 6/7/2019

Patricia Rigney
Karla Moya
City Management Office

Approved - 6/7/2019
Approved - 6/7/2019
Final Approval - 6/7/2019



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON April 16, 2019 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	<u>City of Pharr - Dugouts at Witten Park and Pharr Sports Complex</u>
BID NO.:	<u>Bid No. 1718-40-510-C008-161</u>
CONTRACT DATE:	<u>August 20, 2018</u>
CONTRACTOR:	<u>Arell Construction</u>
ADDRESS:	<u>2614 E. Griffin Parkway, Mission, TX 78572</u>
PROJECT DESCRIPTION:	<u>City of Pharr Parks and Recreation Dugouts for Pharr Sports Complex & Witten Park.</u>

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ <u>295,000.00</u>
Change Orders	\$ <u>17,222.00</u>
Current Contract	\$ <u>312,222.00</u>
Total Earned to Date	\$ <u>312,222.00</u>
Less Previous Payments (-)	\$ <u>296,610.90</u>
Balance with Retainage	\$ <u>15,611.10</u>
Authorized Deductions (-)	\$ <u>0.00</u>
Final Payment	\$ <u>15,611.10</u>

6. That the **Final Payment** in the amount of \$ (15,611.10)
(Fifteen Thousand Six Hundred and Eleven and Ten Cents)
is due and payable.

Alvarado Architects & Associates, Inc.
Engineering Company

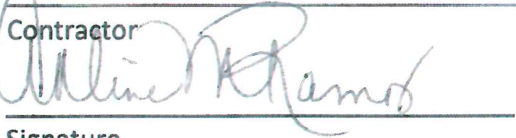


Project Engineer's Signature

APPROVED BY:

Arell Construction

Contractor



Signature

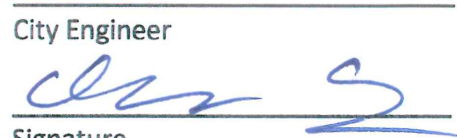
April 16, 2019

Date

APPROVED BY:

Omar Anzaldúa Jr., P.E.

City Engineer



Signature

6-7-15

Date

Payment Request No. 4 final
 Period: 12/06/2018 to 05/03/2019

Owner: City of Pharr Parks and Recreation Dugouts
for Pharr Sports Complex & Witten Park

Contractor: Arell Construction
2614 E. Griffin Parkway
Mission, TX 78572

Project: 1718-40-510-C008-161
 Bid No.

Original Contract Amount:	<u>\$295,000.00</u>
Change Orders:	<u>\$17,222.00</u>
Contract Amount to Date:	<u>\$312,222.00</u>
Total to Date:	<u>\$312,222.00</u>
Total Stored to Date:	
Total to Date:	<u>\$312,222.00</u>
Retainage:	<u>\$15,611.10</u>
Total Due Less Retainage:	<u>\$296,610.90</u>
Less Previous Payments:	<u>\$296,610.90</u>
Current Payment Due:	<u>\$15,611.10</u>

Percent Completed: 100.00%

Original Contract Time (Days): 90
 Change Orders (days):
 Notice to Proceed 9/5/2018
 Substantial Completion Date 2/2/2019
 Contract Time Used 272.22%

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
1	\$17,222.00			
	\$0.00			
Total	\$ 17,222.00			

* Provide Documentation



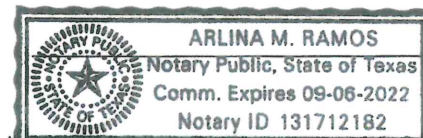
Contractor:

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

Signature: [Signature] Date 5/8/2019
 Subscribed and sworn before me this 8th day of May 2019

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

Notary Public: [Signature]



My Commission Expires: 9/6/2022

Construction Manager or Engineer of Record

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

Signature: [Signature]

May 09, 2019

Date:

Approved:

Reserved

Omar Anzaldúa Jr., PE
 City Engineer

Sandra Zamora, CPM
 Purchasing Director

Edward M. Wylie
 Deputy City Manager
 Alex Meade
 City Manager

Karla Moya
 Finance Director

Signature: [Signature]

Signature

Signature

Signature

Signature

Date: 6/4/19

Date

Date

Date

Date

APPLICATION AND CERTIFICATION FOR PAYMENT

CONTRACTOR: Arell Construction
ADDRESS: 2614 E. Griffin Parkway
CITY, STATE ZIP: Mission, Tx. 78572

APPLICATION NO: 4
APPLICATION DATE: 5/3/2019
PERIOD FROM: 12/6/2018
TO: 2/9/2019

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. The present status of the account for this Contract is as follows:

PROJECT: City of Pharr Parks and Recreation Dugouts
ADDRESS: 413 E. Clark
CITY, STATE ZIP: Pharr, Tx. 78577

1	ORIGINAL CONTRACT SUM	\$	295,000.00
2	Net change by Change Orders	\$	17,222.00
3	CONTRACT SUM TO DATE	\$	312,222.00
4	TOTAL COMPLETED & STORED TO DATE	\$	312,222.00
5	5% Retainage	\$	15,611.10
6	TOTAL EARNED LESS RETAINAGE	\$	296,610.90
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	312,222.00
8	CURRENT PAYMENT DUE	\$	15,611.10

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

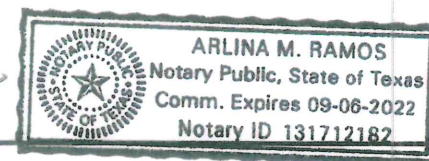
SUBCONTRACTOR

By: [Signature]

Date: 5/8/2019

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 8th day of May, 2019.
My Commission expires: 9/6/2022

[Signature]



SCHEDULE OF VALUES

1

CONTRACTOR: Arell Construction
 ADDRESS: 2614 E. Griffin Parkway
 CITY, STATE ZIP: Mission, Tx. 78572

APPLICATION NUMBER: 4
 APPLICATION DATE: 5/3/2019
 PERIOD FROM: 9/5/2018
 TO: date

SCHEDULE OF VALUES SUMMARY

ITEM #	DESCRIPTION OF WORK	CONTRACT AMOUNT			WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH (C-G)	RETAINAGE
		ORIGINAL SCHEDULED VALUE	CHANGE ORDERS AND TRANSFERS	REVISED CONTRACT AMOUNT	PREVIOUS APPLICATIONS	THIS APPLICATION WORK IN PLACE	STORED MATERIALS				
SoV1	Total from Schedule of Values Page 1	\$ 131,050.00	\$ -	\$ 131,050.00	\$ 131,050.00	\$ -	\$ -	\$ 131,050.00		\$ -	\$ 6,552.50
SoV2	Total from Schedule of Values Page 2	\$ 163,950.00	\$ 17,222.00	\$ 181,172.00	\$ 181,172.00	\$ -	\$ -	\$ 181,172.00		\$ -	\$ 9,058.60
	Total this Pay Application	\$ 295,000.00	\$ 17,222.00	\$ 312,222.00	\$ 312,222.00	\$ -	\$ -	\$ 312,222.00	100%	\$ -	\$ 15,611.10

CONTRACTOR: Arell Construction

APPLICATION NUMBER: 4

A	B	C			D	E	F	G	H		I
		CONTRACT AMOUNT			WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH (C-G)	RETAINAGE
ITEM #	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	CHANGE ORDERS AND TRANSFERS	REVISED CONTRACT AMOUNT	PREVIOUS APPLICATIONS	THIS APPLICATION WORK IN PLACE	STORED MATERIALS				
1000	Project Management	\$ 2,000.00		\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	100%	\$ -	\$ 100.00
1010	General Conditions	\$ 5,000.00		\$ -	\$ 5,000.00			\$ 5,000.00	100%	\$ -	\$ 250.00
1020	Temporary Utilities	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1030	Mobilization	\$ 2,800.00		\$ -	\$ 2,800.00			\$ 2,800.00	100%	\$ -	\$ 140.00
1040	Cleaning/Dumpsters	\$ 1,500.00		\$ -	\$ 1,500.00			\$ 1,500.00	100%	\$ -	\$ 75.00
1050	Earthwork	\$ 35,000.00		\$ -	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -	\$ 1,750.00
1060	SWYPPP	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1070	Infrastructures	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1080	Site Utilities-Water	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1090	Site Utilities-Sanitary Sewer	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1100	Site Utilities-Storm Drain	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1110	Site Utilities-Fire Line	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1120	Site Utilities-Natural Gas	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1130	Termite Treatment	\$ 1,000.00		\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
1140	Landscape	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1150	Irrigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1160	Concrete Paving	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1170	Flatwork, Sidewalks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1180	Building Concrete	\$ 36,750.00		\$ -	\$ 36,750.00	\$ -	\$ -	\$ 36,750.00	#DIV/0!	\$ -	\$ 1,837.50
1190	Steel	\$ 5,000.00		\$ -	\$ 5,000.00			\$ 5,000.00	100%	\$ -	\$ 250.00
1200	Block	\$ 34,000.00		\$ -	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	100%	\$ -	\$ 1,700.00
1210	Granite Countertops	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1220	Metal	\$ 8,000.00		\$ -	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	100%	\$ -	\$ 400.00
1230	Awnings	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1240	Wood Framing	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1250	Finish Carpentry	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
1260	Cabinets & Countertops	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	#DIV/0!	\$ -	\$ -

SCHEDULE OF VALUES

2

CONTRACTOR: Arell Construction

APPLICATION NUMBER: 4

A	B			C	D	E	F	G	H	I	
		CONTRACT AMOUNT			WORK COMPLETED						
ITEM #	DESCRIPTION OF WORK	ORIGINAL	CHANGE	REVISED	THIS APPLICATION		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% G / C	BALANCE TO FINISH (C-G)	RETAINAGE	
		SCHEDULED VALUE	ORDERS AND TRANSFERS	CONTRACT AMOUNT	PREVIOUS APPLICATIONS	WORK IN PLACE					STORED MATERIALS
2000	Roofing	\$ 69,000.00		\$ -	\$ 69,000.00	\$ -	\$ -	\$ 69,000.00	100%	\$ -	\$ 3,450.00
2010	Gates/ Fencing	\$ 4,000.00	\$ -		\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -	\$ 200.00
2020	Insulation	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2030	Doors/Frames	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2040	Hardware	\$ 3,500.00		\$ -	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
2050	Mirrors & Glass	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2060	Fire rated Doors	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2070	Windows	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2080	Gypsum Board Assemblies	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2090	Wall Tile	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2100	Flooring	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2110	Painting	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2120	Fire Extinguisher	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2130	Monument Sign Lettering	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2140	Appliances	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2150	Window Treatment	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2160	Fire Sprinklers	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2170	Fire Alarm	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2180	Plumbing	\$ 14,000.00		\$ -	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	100%	\$ -	\$ 700.00
2190	Hvac	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
2200	Electrical	\$ 18,000.00		\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	100%	\$ -	\$ 900.00
2220	Contingency	\$ 20,000.00		\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	100%	\$ -	\$ 1,000.00
2230	Performance Bond	\$ 9,210.00		\$ -	\$ 9,210.00	\$ -	\$ -	\$ 9,210.00	100%	\$ -	\$ 460.50
2240	Builders Risk Insurance	\$ 2,500.00		\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	100%	\$ -	\$ 125.00
2250	Gl & umbrella Insurance	\$ 1,000.00		\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
2260	Contractor Overhead & Profit	\$ 22,740.00		\$ -	\$ 22,740.00		\$ -	\$ 22,740.00	100%	\$ -	\$ 1,137.00
2261	Change Orders	\$ -	\$ 17,222.00	\$ 17,222.00	\$ 17,222.00		\$ -	\$ 17,222.00	100%	\$ 0.00	\$ 861.10
					0				0		
total		\$ 295,000.00				Prev Pay apps \$ 312,222.00	This Draw 0.00	Total Completed \$ 312,222.00	\$ - 15,611.10		
								-5%			

P U R C H A S E O R D E R

City of Pharr

PURCHASE ORDER # 173394

11/01/2018

SHIP TO:

ENGINEERING

O.ANZALDUA

ISSUED TO:

VEND #: 01-81660 REQ #173394
M.J.A. CONSTRUCTION, LLC
3100 HACKBERRY AVE.
MISSION, TX 78574

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	JACKSON RD RIGHT TURN PROJECT 1718-40-510-C010-252 JACKSON ROAD RIGHT TURN LANE CONSTRUCTION PROJECT CONTRACT AMOUNT: \$149,558.48 APPROVED BY CC ON 9/17/18 (9L)	40 -51000-8900	JACKSON RD. AND CAGE BLVD. MED 0.00	149,558.48

04 6/15/15

Pay App #3 & Final
Payment due: \$7,937.47

*** TOTAL *** 149,558.48

ORDERED BY : OMAR ANZALDUA

APPROVED BY: OMAR ANZALDUA



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED: June 7, 2019

MEETING DATE: June 12, 2019

FROM: Moises Beas

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of the Jackson Road Right Turn Lanes Construction Project (Project #1718-40-510-C010-252) and Release of Final Payment and Retainage in the amount of \$7,937.47.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: M.J.A. Construction, LLC has completed the Jackson Road Right Turn Lanes Construction Project. A final walkthrough was held on March 25, 2019, and improvements were completed in general compliance with plans and specifications.

Financial Consideration:

Original Contract: \$149,558.48

Change Order Number 1: \$9,191.00

Revised Contract: \$158,749.48

Expenditures to Date: \$150,812.01

Final Payment & Retainage is in the amount of \$7,937.47.

Staff Recommendation: Staff recommends approval of Final Payment and release of the Retainage in the amount of \$7,937.47.

Alternatives:

ROUTING:

Moises Beas
Omar Anzaldua
Patricia Rigney
Karla Moya

Created/Initiated - 6/7/2019
Approved - 6/7/2019
Approved - 6/7/2019
Approved - 6/7/2019

City Management Office

Final Approval - 6/7/2019



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON March 25, 2019 A FINAL INSPECTION was made of the project herein described.

CONTRACT:	
BID NO.:	<u>Bid No. 1718-40-510-C010-252</u>
CONTRACT DATE:	<u>September 17, 2018</u>
CONTRACTOR:	<u>M.J.A. Construction, LLC</u>
ADDRESS:	<u>3100 Hackberry Ave, Mission, TX 78574</u>
PROJECT DESCRIPTION:	<u>Jackson Rd. Left Turn Lanes</u>

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ <u>149,558.48</u>
Change Orders	\$ <u>9,191.00</u>
Current Contract	\$ <u>158,749.48</u>
Total Earned to Date	\$ <u>158,749.48</u>
Less Previous Payments (-)	\$ <u>150,812.01</u>
Balance with Retainage	\$ <u>7,937.47</u>
Authorized Deductions (-)	\$ <u>0.00</u>
Final Payment	\$ <u>7,937.47</u>

6. That the Final Payment in the amount of \$ (7,937.47)
(Seven Thousand, Nine Hundred and Thirty Seven and Forty Seven Cents)
is due and payable.

R. Gutierrez Engineering Corporation
Engineering Company

Raimon Lopez, P.E.
Project Engineer's Signature

APPROVED BY:

M.J.A. Construction, LLC
Contractor

[Signature]
Signature

April 1, 2019
Date

APPROVED BY:

Omar Anzaldúa Jr., P.E.
City Engineer

[Signature]
Signature

6/6/19
Date

Payment Request No. Retainage
 Period: 10/12/2018 to 12/04/2018

Owner: City of Pharr
118 S. Cage
Pharr, Texas 78577

Contractor: MJA Construction, LLC
3100 Hackberry Ave.
Mission, Texas 78574

Project: Jackson Rd - Right Turn Lane
 Bid No. 1718-40-510-C010-252

Original Contract Amount: \$149,558.48
 Change Orders: \$9,191.00
 Contract Amount to Date: \$158,749.48
 Total to Date: \$158,749.48
 Total Stored to Date:
 Total to Date: \$158,749.48
 Retainage: \$0.00
 Total Due Less Retainage: \$158,749.48
 Less Previous Payments: \$150,812.01
 Current Payment Due: \$7,937.47

Percent Completed: 100.00%

Original Contract Time (Days): 30

Change Orders (days): 15

Notice to Proceed 10/11/2018

Substantial Completion Date 11/23/2018

Contract Time Used 556.67%

Change Order Summary				
No.	Contract Amount		Contract Time	
	Addition	Deduction	Addition	Deduction
1	\$9,343.00	\$152.00		
Total	\$9,343.00	\$152.00		

* Provide Documentation

Attachment "B"



Contractor:

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

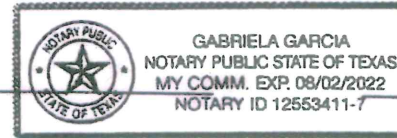
Signature: [Signature] Date: 3-27-2019

Subscribed and sworn before me this 27 day of March 2019.

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

Attachment "A"
*

Notary Public:



My Commission Expires: 08/02/2022

Construction Manager or Engineer of Record

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

Signature: Raim [Signature] P.E. Date: 4/1/19

Approved:

Reserved

Omar Anzaldue Jr., PE
 City Engineer

Sandra Zamora, CPM
 Purchasing Director

Edward M. Wylie
 Deputy City Manager

Alex Meade
 City Manager

Karla Moya
 Finance Director

Signature	Date
<u>[Signature]</u>	<u>6/4/19</u>
Signature	Date
Signature	Date
Signature	Date
Signature	Date
Signature	Date

P U R C H A S E O R D E R

City of Pharr

PURCHASE ORDER # 172883

9/06/2018

SHIP TO:

ENGINEERING

O. ANZALDUA

ISSUED TO:

VEND #: 01-80830 REQ #172883
ARELL BUILDERS
dba ARELL CONSTRUCTION
2614 E GRIFFIN PARKWAY
MISSION, TX 78572

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	DUGOUTS	39 -51000-8816-02	BASEBALL DUGOUTS - CONSTRUCTIO	0.00	275,000.00
0.00	CONTINGENCY	39 -51000-8816-02	BASEBALL DUGOUTS - CONSTRUCTIO	0.00	20,000.00
PROJECT #1718-40-5100-C008-161					
PARKS AND RECREATION DUGOUTS FOR PHARR SPORTS					
COMPLEX AND WITTEN PARK C1718-40-5100-C008-161					
CONTRACT AMOUNT \$275,000					
CONTINGENCY AMT \$ 20,000					
TOTAL CONTRACT \$295,000					
TO BE COMPLETED W/IN 90 CONSECUTIVE CAL DAYS; NTP					
09-05-18					

JA 6/4/19
Pay App #4 1/2 Final
Payment Due: ~~\$15,110~~
→ \$15,611.10

*** TOTAL *** 295,000.00

ORDERED BY : OMAR ANZALDUA

APPROVED BY: OMAR ANZALDUA