



**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, AUGUST 7, 2019**

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

1. CALL TO ORDER:

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

2. PUBLIC HEARINGS:

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

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

- A) Engineer's Report
- B) City Events of Interest.

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)

AGENDA REGULAR MEETING
August 7, 2019

- A) Approval of Minutes for July 17, 2019 Regular Called Meeting.
(ADMINISTRATION)
- B) 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.
(ADMINISTRATION)
- C) Consideration and action on request from St. Anne Mother of Mary Church for street closures for their Annual Jamaica on Saturday, November 2, 2019.
(ADMINISTRATION)
- D) Consideration and action on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Civic Center, the Pharr Development and Research Center, and the Pharr Memorial Library as polling locations for the upcoming Constitutional Amendment and Local Election on November 5, 2019; Primary Election on March 3, 2020; Primary Runoff Election on May 26, 2020; and General Election on November 3, 2020.
(ADMINISTRATION)
- E) Consideration and action authorizing City Manager to advertise for sealed bids for Polymer usage for the Water and Wastewater Treatment Plant. (Project #1819-60-584-SP004-011) (PUBLIC UTILITIES)
- F) Consideration and action authorizing City Manager to advertise for seal bids for Aluminum Sulfate and Liquid Ammonium Sulfate for the Water Treatment Plant. (Project #1819-60-582-SP005-011) (PUBLIC UTILITIES)
- G) Consideration and action authorizing City Manager to advertise for sealed proposals for the Downtown Park Fountain Sculpture. (Project #1819-01-528-C019-206) (ENGINEERING)
- H) Consideration and action authorizing City Manager to advertise for sealed bids for Jones Box Park Phase II Utility Improvements. (Project #1819-01-528-C018-210) (ENGINEERING)
- I) Consideration and action authorizing City Manager to advertise for sealed bids for the Javelina Drive Monument Signs. (Project #1819-01-528-C016-206) (ENGINEERING)

AGENDA REGULAR MEETING
August 7, 2019

J) Consideration and action authorizing City Manager to advertise for sealed bids for the Time Capsule at the Development and Research Center. (Project #1819-01-528-C017-206) (ENGINEERING)

K) Consideration and action authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for various parks projects. (ENGINEERING)

L) Consideration and action on renewal of Interlocal Agreement with LRGVDC 9-1-1 and Pharr Police Department for use of Public Safety Answering Point (PSAP) services. (COMMUNICATIONS)

M) Consideration and action on renewal of Interlocal Agreement with LRGVDC 9-1-1 and Pharr Fire Department for use of Public Safety Answering Point (PSAP) services. (COMMUNICATIONS)

N) Consideration and action on Development Services Cases:

1. Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. **CUP#130630**

2. Marta's Bar 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 Business District (C-2). The property is legally described as being all of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. **CUP#160737**

3. Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance approving settlement agreement between the City of Pharr and the Texas Gas Service Company ("TGS") regarding the Cost of Service Adjustment ("COSA") Tariff. (**Adoption on 1st Reading**) (ADMINISTRATION)

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- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-33 Public Safety Communications Advisory Committee section 2.02.3 and section 2.01.4. **(Adoption on 1st Reading)** (COMMUNICATIONS)
- C) Consideration and action, if any, on Ordinance establishing procedures for public testimony. **(1st Reading)** (ADMINISTRATION)
- D) Consideration and action, if any, on Ordinance amending Ordinance O-2018-45 pertaining to public comments. **(1st Reading)** (ADMINISTRATION)
- E) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-32 renaming the Pharr Beautification Committee to Keep Pharr Beautiful Committee. **(2nd Reading)** (ADMINISTRATION)
- F) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-33 regulating business, storage, disposal, registration and haulers for tires. **(2nd Reading)** (PUBLIC WORKS)
- G) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-12 (animal control). **(2nd Reading)** (PUBLIC WORKS)
- H) Consideration and action, if any, on Resolution appointing/reappointing members to the Toll Bridge Board. **(TABLED)** (BRIDGE)
- I) Consideration and action, if any, on Resolution appointing/re-appointing two (2) members to the South Pharr Outreach Library Board. (LIBRARY)

6. ADMINISTRATIVE:

- A) Consideration and action, if any, on acceptance of counter offer for easement located on the 1500 Block of W. Military Hwy. Pharr, Hidalgo County, Texas. (DEVELOPMENT SERVICES)
- B) Discussion and possible action on City of Pharr Special Election to be held on November 5, 2019. **(TABLED)** (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing City Manager to award a Purchase and Delivery Contract for Ten (10) 4" Gorman Rupp Pump(s) & Motor Skid Assemblies to the 2nd lowest bidder. (Project# 1819-60-586-P020-013). (PUBLIC UTILITIES)
- B) Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase of Chlorine & Calcium Hypo-Chlorite for DPC Industries from Corpus Christi, Texas (Project# 1819-60-586-SP013-011). (PUBLIC UTILITIES)

AGENDA REGULAR MEETING
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C) Consideration and action, if any, authorizing City Manager to enter into a twelve (12) month service agreement with Smartcom Telephone, LLC for data network connectivity to the Main Library and Police Departments. (Project #1819-01-518-IPQ069-001) (IT)

D) Consideration and action, if any, on agreement between Pharr Police Department and the Commission on Accreditation for Law Enforcement Agencies (CALEA) for Pharr Police Department tier 1 accreditation. (Project #1819-01-512-S033-001) (POLICE)

E) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Alvarado Architects & Associates, Inc. for Professional Architectural Services for the Javelina Drive Monument Signs in the amount of \$16,000. (Project #1718-01-528-S017-244-002) (ENGINEERING)

8. LEGAL:

A) Consultation and action, if any, on 17-CV-00396 and C-0217-18-G, Cabrera v. City of Pharr. (LEGAL)

B) Consultation and action, if any, on 18-CV-00002, Marin v. City of Pharr. (LEGAL)

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

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

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

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

AGENDA REGULAR MEETING
August 7, 2019

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.

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

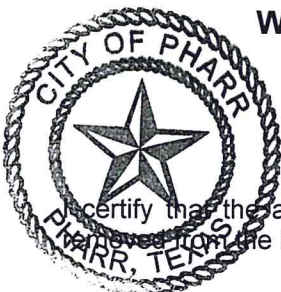
11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 2nd day of August 2019 at 4:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 2nd day of August 2019.



Hilda Pedraza
HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: July 23, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 7/23/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: July 30, 2019

MEETING DATE: August 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 7/30/2019

Approved - 8/1/2019

Final Approval - 8/2/2019

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)**
- ☐ **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)**
- ☐ **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**
- ☐ **Las Milpas Left Turn Lane**

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:	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 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
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:	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:	195.19%

Description: Construction of a new park.

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,200,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	195.19%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Dr. Long Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	195.19%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Fire Station No. 4		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	195.19%
Description: Construction of a new Fire Station in South Pharr			
Status: Project is Substantially Complete.			
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:	126.67%

Description: Renovations of an approximately 16,000 s.f. facility and

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:	157.14%
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 substantially complete			
Pictures:			

CONSTRUCTION PHASE

Project Name:	Moore Rd. 24" Sanitary Sewer Improvements		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Saenz Brothers Construction		
Contract Amount	\$799,288	Contract Time (Days)	60
Notice to Proceed	10/31/2018	Contract Time Used:	456.67%
Description: Construction of approximately 2,300 feet of new 24" Sanitary Sewer Line			
Status: Construction is ongoing			
Pictures:			
			

CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount	\$300,000	Contract Time (Days)	74
Notice to Proceed	12/18/2018	Contract Time Used:	305.41%

Description:

Status: Construction is ongoing

Pictures:



CONSTRUCTION PHASE

Project Name:	Las Milpas Road Left Turn Lanes		
Engineer	R. Gutierrez Engineering Corps.		
Contractor	Texas Cordia Construction, LLC		
Contract Amount	\$513,473.35	Contract Time (Days)	60
Notice to Proceed	5/1/2019	Contract Time Used:	153.33%

Description: This project will consist of reconstruction and widening of Las

Status: Construction is ongoing

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: July 16, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 7/16/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: July 22, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of Minutes for July 17, 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 meeting held on Wednesday, July 17, 2019 at 4:00 p.m.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 7/22/2019
Final Approval - 8/2/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
WEDNESDAY, JULY 17, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Wednesday, July 17, 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

BOARD OF COMMISSIONERS ABSENT: Comm. Itza Flores

STAFF PRESENT: Alex Meade, City Manager
Ed Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Dolly Ybarra, Events Center
Karla Moya, Finance Director
Anali Alanis, HR Director
Eloy Salazar, Asst. Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services 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
Kenneth Ennis, Communications Asst. 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 4:02 p.m. Roll call established a quorum.

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JULY 17, 2019

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.

At this time, Mayor Hernandez called upon A.C. Jaime. Mr. Jaime thanked the Commission for the way meetings are being conducted and asked them to consider a resolution similar to the one passed by the U.S. House of Representatives condemning President Trump for his recent actions and racial comments.

ITEM 2. PROCLAMATIONS:

A) PROCLAMATION PROCLAIMING NATIONAL DISABILITY VOTER REGISTRATION WEEK

No one was present to receive proclamation.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Jesus Gonzalez, 216 W. State Ave., spoke against item 5.B.2 and voiced his concern with the sale of alcohol. He stated trash was left on his property and vehicles were blocking his driveway.

Evangelina D. Arteaga, 222 W. State Ave. and 224 W. State Ave., also spoke against item 5.B.2 and voiced her concern with drunk men and the safety of her daughters.

Evangelina M. Arteaga stated she had lived at her residence for the past 53 years and stated she was against Sepi's Bar. She feels the bar has negatively affected her property and was concerned for the safety of her family. She asked the commission to reconsider the alcohol permit.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JULY 2019

Alex Meade, City Manager, introduced the sales tax collection report for the month of July 2019. He reported the sales tax activity for the month has shown an

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JULY 17, 2019

overall positive trend in the amount of \$2,195,293 from this point last year, or an increase of 15.06%.

B) SUBMISSION OF TAX COLLECTION REPORT FOR JUNE 2019

Alex Meade, City Manager, introduced the tax collection report for the month of June 2019 and reported current tax collections were \$18,116,213 or 94.45% collected out of this year's levy. He stated this was 0.21% increase compared to last year.

C) CITY EVENTS OF INTEREST

No events were reported at this time.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR JULY 1, 2019 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:

1. LIZBETH G. VELASCO 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 7, FAIRVIEW VILLAGE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 7508 SOUTH CARLOS STREET. CUP#190317

2. CARLOS R. ELIZONDO, D/B/A SEPI'S, REQUESTED A 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 BEING LOT 22, BLOCK 30, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 212 WEST STATE STREET. CUP#190641

3. LAS MARGARITAS RESTAURANT, INC., 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 BEING LOTS 7-10, BLOCK 28, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 106 NORTH CAGE BOULEVARD. CUP#160630

4. R.G.V. & ASSOCIATES/LAURA L. GARZA, D/B/A GEORGE'S DANCE HALL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 197, 198, AND 199, VALLE DE LA PRIMAVERA

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JULY 17, 2019

SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6801 SOUTH JACKSON ROAD. CUP#120529

5. SCALISI'S CHICAGO PIZZA & MORE REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.073 OF AN ACRE, MORE OR LESS, OUT OF LOT 2, NOLANA BUSINESS PLAZA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 912 EAST NOLANA LOOP, SUITES R, S AND T. CUP#170637

6. SANDRA L. GOMEZ, D/B/A DESPERADOS SALOON II, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 14 AND 15, LA QUINTA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 5826 SOUTH CAGE BOULEVARD. CUP#160208

7. ROXANNE RIVAS, REPRESENTING AMELIO RIVAS JR. AND GLORIA M. RIVAS, OWNERS, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.35-ACRE TRACT OF LAND, OUT OF A 3.00-ACRE TRACT OF LAND, OUT OF THE SOUTH 24.19 ACRES OF LOT 5, BLOCK 12, A.J. MCCOLL SUBDIVISION, OF PORCION 68, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1618 WEST ANAYA ROAD. COZ#190643

PLATS:

1. SPOOR ENGINEERING CONSULTANTS, INC., REPRESENTING W.D. MOSCHEL, OWNER, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED FOX SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 3.32-ACRE TRACT OF LAND OUT OF THE NORTH 10.0 ACRES OF LOT 7, BLOCK 8, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1500 BLOCK OF SOUTH JACKSON ROAD. SUB#190515

Alex Meade, City Manager, introduced the item. He recommended item 5.B.2 be tabled and recommended approval of the rest of the consent agenda. He further noted item 5.B.1 under plats be approved without the variance.

Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) nay. Comm. Medina voted against the motion.

Ordinance No. O-2019-25 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-2017-32 RENAMING THE PHARR BEAUTIFICATION COMMITTEE TO KEEP PHARR BEAUTIFUL COMMITTEE (1ST READING) (ADMINISTRATION)**

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

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2010-33 REGULATING BUSINESS, STORAGE, DISPOSAL, REGISTRATION AND HAULERS FOR TIRES (1ST READING) (PUBLIC WORKS)**

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

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

- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-12 (ANIMAL CONTROL) (1ST READING) (PUBLIC WORKS)**

Alex Meade, City Manager, introduced the item and stated staff 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 RESOLUTION ADOPTING THE ANNUAL ACTION PLAN 2019 TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) (GMCD)**

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

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

Resolution No. R-2019-38 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING MEMBERS TO THE TOLL BRIDGE BOARD (BRIDGE)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING TWO (2) MEMBERS TO THE PHARR PUBLIC SAFETY COMMUNICATIONS ADVISORY COMMITTEE (COMMUNICATIONS)

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

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

ITEM 7. ADMINISTRATIVE

A) DISCUSSION AND POSSIBLE ACTION ON CITY OF PHARR SPECIAL ELECTION TO BE HELD ON NOVEMBER 5, 2019 (ADMINISTRATION)

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON PERMISSION TO ADVERTISE FOR REQUESTS FOR QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR PHARR INTERNATIONAL BRIDGE PROJECTS AND GRANTING PERMISSION TO THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR SUCH SERVICES (ADMINISTRATION)

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

MINUTES: REGULAR MEETING
JULY 17, 2019

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

- C) CONSIDERATION AND ACTION, IF ANY, ON PERMISSION TO ADVERTISE FOR COMPETITIVE SEALED PROPOSALS FOR LAWN AND LANDSCAPING SERVICES FOR THE CITY OF PHARR AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SUCH SERVICES (ADMINISTRATION)**

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, REAFFIRMING APPOINTMENT OF MAYOR AMBROSIO HERNANDEZ TO THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION (RGVMPO) AS REPRESENTATIVE FOR THE CITY OF PHARR (ADMINISTRATION)**

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 by a majority vote of five (5) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

ITEM 8. PURCHASING:

- A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF TWO (2) SKYCOPI SURVEILLANCE TOWERS (PROJECT #1819-32-512-IPQ068-001) (POLICE)**

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

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RATIFY AMENDMENT NO.1 TO THE CONTRACT WITH R. GUTIERREZ ENGINEERING CORPORATION FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY**

**IMPROVEMENTS PROJECT (PROJECT #1819-01-528-S016-001)
(ENGINEERING)**

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

Omar Anzaldua, City Engineer, briefly stated the additional engineering services were for the remaining design of the sidewalks on Dicker Road and amendment was needed to help expedite the project.

Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Chavez abstained from voting.

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 2 WITH JIMMY CLOSER & SONS CONSTRUCTION COMPANY INC. FOR THE WATER TRANSMISSION MAIN IMPROVEMENTS PROJECT (BID NO. 1415-02-582-0037) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated staff recommended approval to add \$7,475 to the Water Transmission Main Improvements contract with Jimmy Closer & Sons Construction Company.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH APPLIED TRAINING SYSTEMS INC. (REVIEWSNAP) FOR SUBSCRIPTION SERVICES FOR 360 PERFORMANCE REVIEWS (PROJECT #1819-01-526-IPQ064-003) (HR)

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 AWARD OF CONTRACT FOR THE HI LINE 16-INCH WATERLINE PROJECT (PROJECT #1819-60-583-C015-051) (ENGINEERING)

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

Omar Anzaldua, City Engineer, briefly explained the purpose was to tie the waterline to a new development as a secondary source of water.

MINUTES: REGULAR MEETING
JULY 17, 2019

There being no further comments, Comm. Carrillo **moved** to approve. Comm. seconded the motion and when put to a vote, it carried unanimously.

At this time, Mayor Hernandez, 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 4:22 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 4:49 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. CONSENT AGENDA

- B) 2. CARLOS R. ELIZONDO, D/B/A SEPI'S, REQUESTED A 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 BEING LOT 22, BLOCK 30, PHARR ORIGINAL TOWNSITE, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 212 WEST STATE STREET CUP#190641**

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

Comm. Guajardo **moved** to approve as approved by the Planning and Zoning Commission. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

ITEM 12. ADJOURNMENT

MINUTES: REGULAR MEETING
JULY 17, 2019

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 4:50 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 17th DAY OF JULY 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: July 31, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

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: Consent

(* 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 - 7/31/2019

Patricia Rigney
City Management Office

Approved - 7/31/2019
Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: July 30, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action on request from St. Anne Mother of Mary Church for street closures for their Annual Jamaica on Saturday, November 2, 2019.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: St. Anne Mother of Mary Church is requesting the closure of the 400 block of N. Fir Street, the 400 block of N. Gumwood St., and the 700 block of E. Juarez St. for their annual Jamaica on Saturday, November 2, 2019 from 4:00 p.m. to 10:00 p.m.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza
Edward Chavez
Ricardo Pedraza
City Management Office

Created/Initiated - 7/30/2019
Approved - 7/31/2019
Approved - 8/1/2019
Final Approval - 8/2/2019



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM
P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313



Date of Event: Saturday, November 2, 2019
Type of Event: Parade Walk-A-Thon ☒ Other Annual Jamaica
NAME OF CONTACT PERSON: Father Paul Roman
ORGANIZATION (IF APPLICABLE): St. Anne Mother of Mary Church
ADDRESS: 801 E. Saret Ave CITY: Pharr ZIP CODE: 78577
PHONE NO.: 956-787-8122 CELLULAR PHONE: _____
FAX NO.: 956-787-8272 E-MAIL: stannepharr@cdob.org

PURPOSE AND DESCRIPTION OF EVENT:

Annual Jamaica : Games, Food, Music, RAFFLE

START TIME: 4:00 PM END TIME: 10:00 PM
ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: MAP attached for street closure

Ending Location: _____

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

Is the event insured? ☒ Yes ☐ No
If yes, Insurance Company Information CATHOLIC MUTUAL RELIEF Contact #: 956-542-2501

Applicant Signature: [Signature]

Date Received: 07/30/19

FOR CITY USE ONLY:

City Commission: _____ APPROVED _____ DENIED _____

City Manager's signature

Date

REC'D
CC

[Signature]

JUL 30 2019

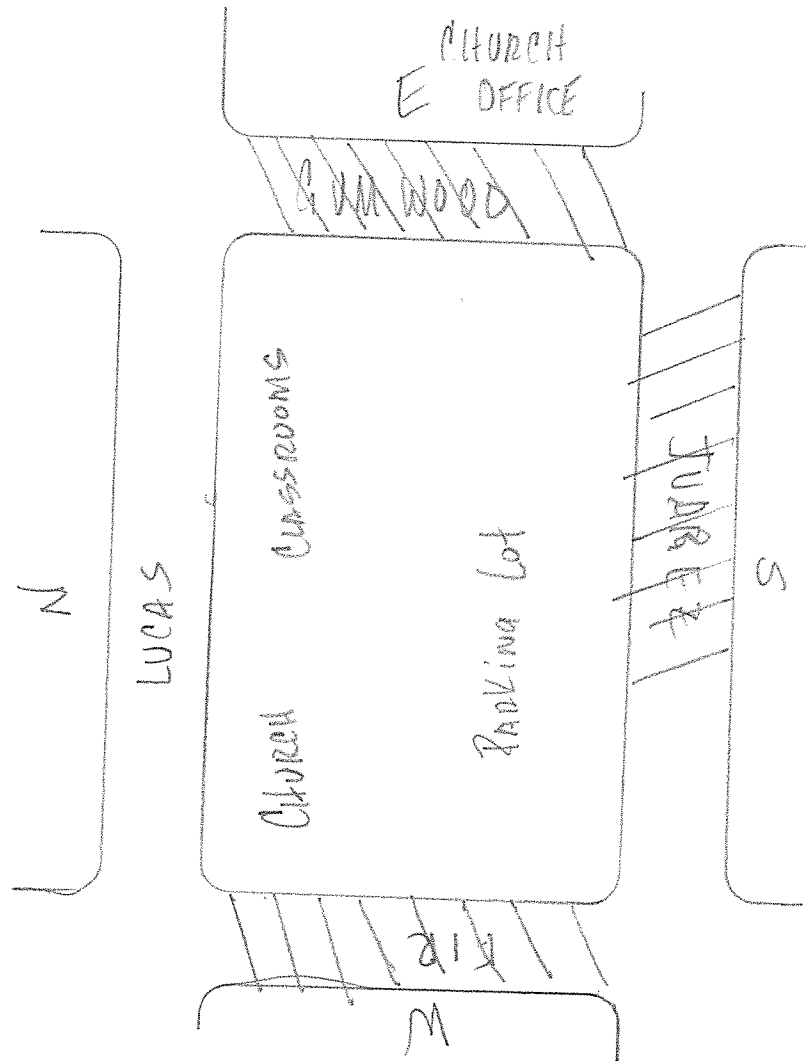
CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS

REQUESTED ROAD CLOSURES

400 BLOCK of North Fir St.

400 BLOCK of North GUMWOOD ST.

700 BLOCK of EAST JUAREZ ST.



Certificate of Coverage

Date: 7/25/2019

Certificate Holder
Diocese of Brownsville
1910 University Blvd.
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Covered Location
St. Anne, Mother of Mary Church
801 E. Juarez Ave.
Pharr, TX 78577-4143

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability		7/1/2019	7/1/2020	Each Occurrence	1,000,000
	☒ Occurrence				General Aggregate	
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
Coverage is verified for claims arising out of the annual fundraiser to be held at St. Anne, Mother of Mary Church on November 2, 2019. The National Catholic Risk Retention Group also participates in this coverage through policy #TNCRRG10019.

Holder of Certificate

Cancellation

City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael A. Johnson

0261002182



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: July 31, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action on request from Hidalgo County Elections Department to use the Jose "Pepe" Salinas Civic Center, the Pharr Development and Research Center, and the Pharr Memorial Library as polling locations for the upcoming Constitutional Amendment and Local Election on November 5, 2019; Primary Election on March 3, 2020; Primary Runoff Election on May 26, 2020; and General Election on November 3, 2020.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The County Elections Department is requesting the use of city facilities for the upcoming Constitutional and Local Election on November 5, 2019; Primary Election on March 3, 2020, Primary Runoff Election on May 26, 2020; and General Election on November 3, 2010. This includes Early Voting and Election Day.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 7/31/2019

Adolfo Garcia
City Management Office

Approved - 8/1/2019
Final Approval - 8/2/2019



Via facsimile

ELECTIONS DEPARTMENT

County of Hidalgo



2019 & 2020 Elections Early Voting & Election Day Request(s)

July 30, 2019

To: Hilda Pedraza, City of Pharr

We are requesting the use of your facility(s) as an **Early Voting** and **Election Day** polling location(s) for the upcoming Constitutional Amendment and Local Election, Primary, Primary Runoff and General Elections. A schedule for the Primary, Primary Runoff and General Elections will be submitted at a later date.

November 5, 2019 Constitutional Amendment and Local Election Early Voting Dates and Hours:

Day:	Date:	Hours:
Monday/ lunes	Oct. 21, 2019	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	Oct. 22, 2019	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 23, 2019	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 24, 2019	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Oct. 25, 2019	7: 00 A.M.- 7:00 P.M.
Saturday/ sabado	Oct. 26, 2019	7: 00 A.M.- 7:00 P.M.
Sunday/ domingo	Oct. 27, 2019	10: 00 A.M.- 3:00 P.M.
Monday/ lunes	Oct. 28, 2019	7: 00 A.M.- 7:00 P.M.
Tuesday/ martes	Oct. 29, 2019	7: 00 A.M.- 7:00 P.M.
Wednesday/ miércoles	Oct. 30, 2019	7: 00 A.M.- 7:00 P.M.
Thursday/ jueves	Oct. 31, 2019	7: 00 A.M.- 7:00 P.M.
Friday/ viernes	Nov. 1, 2019	7: 00 A.M.- 7:00 P.M.

Election Day

Tuesday/ martes	Nov. 5, 2019	7: 00 A.M.- 7:00 P.M.
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2020 Possible Election Dates:

Primary EV: Feb. 18th – Feb. 28th
ED: March 3, 2020

Primary Runoff EV: May 18th – May 22rd
ED: May 26, 2020

General EV: Oct. 19th – Oct. 30th
ED: Nov. 3, 2020

Please complete the separate forms along with this letter and fax, (956) 393-2039, or email your response to the email located below as soon as possible. If you have any questions, please do not hesitate to contact me.

Sincerely,
Cindy Lopez

Elections Specialist

(956)318-2570 ext. 5729

Email: cindy.lopez@co.hidalgo.tx.us

Register & Vote! Visit our website www.hgoco.net/elections #hidalgocountyvotes

2019-2020 Elections
Early Voting and/or Election Day
Polling Location(s) Request for:

Facility requested: Jose Pepe Salinas Center- 1011 W. Kelly Ave. Pharr, TX.

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated area: _____

Contact Info #1: _____

Contact Info #2: _____

Please check **ALL** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

_____ Polling place is compliant with the Americans with Disabilities Act. (Accessible for persons with disabilities.)

Please fill out ADA polling place checklist below.

Complete ADA Polling Checklist can be found at https://www.ada.gov/votingck.htm	YES	NO
<u>PARKING AREA/ROUTE TO ENTRANCE</u>		
1. Is the parking area paved?		
2. Is there 1 accessible parking space with an access aisle?		
3. Is the accessible parking space marked with the international symbol of accessibility?		
4. Is the route from the access aisle to the building entrance even?		
5. If there are steps, is a compliant ramp provided?		
<u>BUILDING ENTRANCE/ ROUTE TO VOTING AREA</u>		
1. Does the building have an accessible entrance 32 inches minimum in width?		
2. Is the door handle operable without twisting/turning?		
3. Does the route to the Voting Area provide a clear 3 ft. wide path?		
<u>VOTING AREA</u>		
1. Does the room provide space for maneuvering a wheel chair to the voting machine?		
2. Does the room provide sufficient turning space for a wheel chair at the voting machine?		
3. Does the room have cameras?		

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us

2019-2020 Elections
Early Voting and/or Election Day
Polling Location(s) Request for:

Facility requested: Pharr Development and Research Center- 850 W. Dicker Rd. Pharr, TX.

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated area: _____

Contact Info #1: _____

Contact Info #2: _____

Please check ALL that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

_____ Polling place is compliant with the Americans with Disabilities Act. (Accessible for persons with disabilities.)

Please fill out ADA polling place checklist below.

Complete ADA Polling Checklist can be found at https://www.ada.gov/votingck.htm	YES	NO
<u>PARKING AREA/ROUTE TO ENTRANCE</u>		
1. Is the parking area paved?		
2. Is there 1 accessible parking space with an access aisle?		
3. Is the accessible parking space marked with the international symbol of accessibility?		
4. Is the route from the access aisle to the building entrance even?		
5. If there are steps, is a compliant ramp provided?		
<u>BUILDING ENTRANCE/ ROUTE TO VOTING AREA</u>		
1. Does the building have an accessible entrance 32 inches minimum in width?		
2. Is the door handle operable without twisting/turning?		
3. Does the route to the Voting Area provide a clear 3 ft. wide path?		
<u>VOTING AREA</u>		
1. Does the room provide space for maneuvering a wheel chair to the voting machine?		
2. Does the room provide sufficient turning space for a wheel chair at the voting machine?		
3. Does the room have cameras?		

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us

2019-2020 Elections
Early Voting and/or Election Day
Polling Location(s) Request for:

Facility requested: Pharr Memorial Library- 121 E. Cherokee Ave. Pharr, TX.

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated area: _____

Contact Info #1: _____

Contact Info #2: _____

Please check ALL that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (**stop** and fax/email to Elections Dept.).

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

_____ Polling place is compliant with the Americans with Disabilities Act. (Accessible for persons with disabilities.)

Please fill out ADA polling place checklist below.

Complete ADA Polling Checklist can be found at https://www.ada.gov/votingck.htm	YES	NO
<u>PARKING AREA/ROUTE TO ENTRANCE</u>		
1. Is the parking area paved?		
2. Is there 1 accessible parking space with an access aisle?		
3. Is the accessible parking space marked with the international symbol of accessibility?		
4. Is the route from the access aisle to the building entrance even?		
5. If there are steps, is a compliant ramp provided?		
<u>BUILDING ENTRANCE/ ROUTE TO VOTING AREA</u>		
1. Does the building have an accessible entrance 32 inches minimum in width?		
2. Is the door handle operable without twisting/turning?		
3. Does the route to the Voting Area provide a clear 3 ft. wide path?		
<u>VOTING AREA</u>		
1. Does the room provide space for maneuvering a wheel chair to the voting machine?		
2. Does the room provide sufficient turning space for a wheel chair at the voting machine?		
3. Does the room have cameras?		

I represent that I have the authority to authorize the use of this polling location for the Election(s) listed. I certify that the information on this form is true and correct.

Signature

Print Name

Date

PLEASE FAX/EMAIL THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department: (956)393-2039/cindy.lopez@co.hidalgo.tx.us



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: July 15, 2019

MEETING DATE: August 7, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for sealed bids for Polymer usage for the Water and Wastewater Treatment Plant. (Project #1819-60-584-SP004-011)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, for the advertisement of BID's for the purchase of Polymer to be used at the Water & Wastewater Treatment Plants. Approximate annual quantities are: 25 Drums / 55 Gallon (450lbs.) Drums each of Polymer F-5030P and 60 barrels / 55 gallon of F-2008 Flocculant (Polymer)

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Diana Martinez

Created/Initiated - 7/15/2019

Jose Villescas

Approved - 7/19/2019

Veronica Gutierrez

Approved - 7/19/2019

Patricia Rigney

Approved - 7/22/2019

Karla Moya

Approved - 7/30/2019

City Management Office

Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: July 15, 2019

MEETING DATE: August 7, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action authorizing City Manager to advertise for seal bids for Aluminum Sulfate and Liquid Ammonium Sulfate for the Water Treatment Plant. (Project #1819-60-582-SP005-011)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, for the advertisement of bids for the purchase of Aluminum Sulfate and Liquid Ammonium Sulfate to be used at the Water Treatment Plant. Approximately annual quantities are: ALUM 1,500,000 lbs. L.A.S. 550,00 lbs.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Diana Martinez

Created/Initiated - 7/15/2019

Jose Villegas

Approved - 7/19/2019

Veronica Gutierrez

Approved - 7/19/2019

Patricia Rigney

Approved - 7/22/2019

Karla Moya

Approved - 8/1/2019

City Management Office

Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: August 1, 2019

MEETING DATE: August 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for sealed proposals for the Downtown Park Fountain Sculpture. (Project #1819-01-528-C019-206)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Staff is requesting authorization to solicit competitive sealed proposals for the Downtown Park Fountain Sculpture.

Financial Consideration: Estimated Cost if \$42,000

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Omar Anzaldua

Veronica Gutierrez

Karla Moya

City Management Office

Created/Initiated - 8/1/2019

Approved - 8/2/2019

Approved - 8/2/2019

Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: August 1, 2019

MEETING DATE: August 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for sealed bids for Jones Box Park Phase II Utility Improvements. (Project #1819-01-528-C018-210)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Staff is requesting authorization to solicit competitive sealed bids for the Jones Box Park Phase II Utility Improvements to be partially funded by CDBG Grant Funds

Financial Consideration: Estimated Cost if \$400,000

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Omar Anzaldua

Veronica Gutierrez

Karla Moya

City Management Office

Created/Initiated - 8/1/2019

Approved - 8/1/2019

Approved - 8/2/2019

Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: August 1, 2019

MEETING DATE: August 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for sealed bids for the Javelina Drive Monument Signs. (Project #1819-01-528-C016-206)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Staff is requesting authorization to solicit competitive sealed bids for the Javelina Drive Monument Signs

Financial Consideration: Estimated Cost if \$200,000 (4 signs at \$50,000 each)

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Omar Anzaldua

Created/Initiated - 8/1/2019

Veronica Gutierrez

Approved - 8/1/2019

Karla Moya

Approved - 8/1/2019

City Management Office

Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: July 25, 2019

MEETING DATE: August 7, 2019

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for sealed bids for the Time Capsule at the Development and Research Center. (Project #1819-01-528-C017-206)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Staff is requesting authorization to solicit sealed bids for construction of the time capsule and monument sign at the Development and Research Center.

Financial Consideration: Estimated cost of time capsule and monument sign is \$70,000.

Staff Recommendation: Staff recommends approval.

Alternatives: None

ROUTING:

Maria Rangel

Created/Initiated - 7/25/2019

Omar Anzaldua

Approved - 7/30/2019

Veronica Gutierrez

Approved - 8/1/2019

Karla Moya

Approved - 8/1/2019

City Management Office

Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: August 1, 2019

MEETING DATE: August 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to amend the agreement with the Construction Manager at Risk (CMAR) for various parks projects.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Construction Manager at Risk Services for various scope modifications as outlined in the attached table. Delays, overages, weather, requests and other uncontrollable factors are all contributors to this justified change order

Financial Consideration:

Amendment No. 5 is \$ 772,000.00 (4.7%) change to the CMAR contract.

Staff Recommendation: Staff recommends approval of Amendment to the agreements with Davila Construction for modifications to the Construction Manager at Risk scope of work as outlined in the attached information.

Alternatives: NA

ROUTING:

Omar Anzaldua

Created/Initiated - 8/1/2019

Omar Anzaldua

Approved - 8/1/2019

Veronica Gutierrez

Approved - 8/2/2019

Karla Moya

Approved - 8/2/2019

Patricia Rigney

Approved - 8/2/2019

City Management Office

Final Approval - 8/2/2019

CMAR Projects

Contract No. 1

Project	CMAR Fee (12.5%)	Construction Cost	Amendment No. 1 (07/02/18)	Amendment No. 2 (10/01/18)	Amendment No. 3 (01/21/19)	Amendment No. 4 (05/06/19)	Amendment No. 5 (08/05/19)	Original GMP	Revised GMP
0012 Ford Elementary	\$ 112,500.000	\$ 787,500.000	(\$900,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 900,000.00	\$0.00
0013 Dr. William Long Park Expa	\$ 187,500.000	\$ 1,312,500.000	\$0.00	\$166,508.06	\$28,561.15	\$4,640.00	\$87,000.00	\$ 1,500,000.00	\$1,786,709.21
0014 Allen & William Arnold Park	\$ 275,000.000	\$ 1,925,000.000	\$0.00	\$161,714.00	\$33,451.46	\$9,301.25	\$112,000.00	\$ 2,200,000.00	\$2,516,466.71
0015 Allen & William Arnold Spla	\$ 38,375.000	\$ 268,625.000	\$0.00	\$0.00	(\$48,408.51)	(\$20,351.25)	\$0.00	\$ 307,000.00	\$238,240.24
0016 Pharr Nature & Birding Cen	\$ 250,000.000	\$ 1,750,000.000	\$690,000.00	\$52,601.00	(\$13,604.10)	\$2,645.00	\$34,000.00	\$ 2,000,000.00	\$2,765,641.90
0018 Cesar Chavez Park	\$ 162,500.000	\$ 1,137,500.000	(\$1,300,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 1,300,000.00	\$0.00
0019 Newcomb Park	\$ 50,000.000	\$ 350,000.000	\$1,200,000.00	(\$223,823.06)	\$0.00	\$0.00	\$49,000.00	\$ 400,000.00	\$1,425,176.94
0020 Jones Box Park Splash Park	\$ 38,375.000	\$ 268,625.000	\$0.00	(\$157,000.00)	\$0.00	\$0.00	\$0.00	\$ 307,000.00	\$150,000.00
0022 Victor Garcia Park Skate Pa	\$ 25,000.000	\$ 175,000.000	(\$200,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 200,000.00	\$0.00
0023 South Fire Station No. 4	\$ 187,500.000	\$ 1,312,500.000	\$570,000.00	\$0.00	\$0.00	\$3,765.00	\$150,000.00	\$ 1,500,000.00	\$2,223,765.00
0024 North Fire Station No. 1	\$ 187,500.000	\$ 1,312,500.000	(\$570,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 1,500,000.00	\$930,000.00
Sub Total	\$ 1,514,250.000	\$ 10,599,750.000	(\$510,000.00)	\$0.00	(\$0.00)	\$0.00		\$ 12,114,000.00	\$12,036,000.00

Contract No. 2

Project	CMAR Fee (14%)	Construction Cost	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Amendment No. 5	Original GMP	Revised GMP
0017 Civic Center Renovations	\$ 490,000.00	\$ 3,010,000.00	(\$300,000.00)	\$0.00	\$0.00	\$0.00	\$340,000.00	\$ 3,500,000.00	\$3,540,000.00
0021 Parks Maintenance Bldg.	\$ 105,000.00	\$ 645,000.00	(\$390,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ 750,000.00	\$360,000.00
Subtotal	\$ 595,000.00	\$ 3,655,000.00	(\$690,000.00)					\$ 4,250,000.00	\$3,900,000.00

Grand Total

Original	Revised
\$ 16,364,000.00	\$15,936,000.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.L.

DATE SUBMITTED: August 2, 2019

MEETING DATE: August 7, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action on renewal of Interlocal Agreement with LRGVDC 9-1-1 and Pharr Police Department for use of Public Safety Answering Point (PSAP) services.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This ILA will allow us to continue to receive PSAP services from 9-1-1

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Daniel Ramirez
Patricia Rigney
City Management Office

Created/Initiated - 8/2/2019
Approved - 8/2/2019
Approved - 8/2/2019
Final Approval - 8/2/2019

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **City of Pharr - Police Department** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Pharr Police Department** PSAP(s) located at **1900 S Cage Blvd Pharr, TX 78577**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the **City of Pharr**; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements (**please refer to Attachment G: Site Requirements**).

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **City of Pharr** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 PSAP's are required to attend all trainings scheduled by the RPC regardless if you are a new or existing telecommunicator. Furthermore, the Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596**

The Local Government's address is:

**Pharr Police Department
1900 S Cage Blvd
Pharr, TX 78577**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of **September 1, 2019** and shall terminate on **August 31, 2021**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**Lower Rio Grande Valley Development
Council**

City of Pharr

By: _____

By: _____

Printed Name: Ron Garza

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Pharr Police Department**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council

City of Pharr

By: _____

By: _____

Printed Name: Ron Garza

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Lower Rio Grande Valley Development Council (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ☐ Yes ☐ No

Proceeds, if any: _____

Approved by: _____

Title: _____
 Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
 Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C

Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C

Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1 @wscicom.com.

Attachment C

Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C

Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C

Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. CSEC Rules: <http://www.csec.texas.gov>
3. CSEC Program Policy Statements:
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

Attachment F

Acronyms

LRGVDC	- Lower Rio Grande Valley Development Council
CSEC	- Commission on State Emergency Communications
APCO	- Association of Public-Safety Communications Officials
NENA	- National Emergency Number Association
RPC	- Regional Planning Commissions
PPS	- Program Policy Statements
UGMS	- Uniform Grant Management Systems
TCLEOSE	— Texas Commission on Law Enforcement Officers Standards & Education
PSAP	- Public Safety Answering Point
ADA	- Americans with Disabilities Act of 1990
TDD	- Telecommunications Device for the Deaf
TTY	- Teletypewriter
UPS	- Uninterruptible Power Supply
CPE	- Customer Premise Equipment
ANI	- Automatic Number Identification
ALI	- Automatic Location Identification
GPS	- Global Positioning System
GIS	- Geographic Information System
RTX	- Re-transmit / Re-bid
MSAG	- Master Street Address Guide
DBMS	- Database Management System
NRF	- No Record Found
TNCR	- Telephone Number Change Request
EMS	- Emergency Management System

Attachment G SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.

2.2.4 A $\frac{3}{4}$ inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G

SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1 The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G

Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

Attachment G

Site Requirements (continued)

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

- a. Dedicated grounding conductor extended from the site's earth electrode system
- b. Building structural steel, provided it is bonded to the site's earth electrode system
- c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d. Metallic conduit, raceway or panel containing service conductors
- e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

- a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
- b. The feeder breaker shall be designated "9-1-1 Panel"

Attachment G

Site Requirements (continued)

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

- a. Operator positions (both telephone sets and displays)
- b. ANI and ALI controllers
- c. ALI link modems and Network interfaces
- d. Telephone common equipment
- e. TDD/TTY devices
- f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

Attachment G

Site Requirements (continued)

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

- a. From the 9-1-1 equipment location to the room in which the attendants are located.
- b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

LRGVDC 9-1-1 ASSET INVENTORY REPORT

PSAP INFORMATION

PHARR POLICE DEPARTMENT
1900 S CAGE BLVD
PHARR, TX 78577

TAG #	SERIAL #	ASSET DESCRIPTION	ORIGINAL	ASSET LOCATION	RESPONSIBLE ENTITY
			VALUE		
MC4817	SFDO1903Y0G1	CISCO SWITCH 3750	\$3,782	PHARR PD	LRGVDC
MC4818	SFDO1933Y0F8	CISCO SWITCH 3750	\$3,782	PHARR PD	LRGVDC
MC6539	2UA8382BM1	POS 3 CPU	\$4,736	PHARR PD	LRGVDC
MC6540	2UA8391S2D	POS 2 CPU	\$4,736	PHARR PD	LRGVDC
MC6541	2UA8391S2G	POS 1 CPU	\$4,736	PHARR PD	LRGVDC
MC4488	BJ117T0027	UPS	\$8,222	PHARR PD	LRGVDC
MC4816	2UA53617CX	AUX CPU	\$2,223	PHARR PD	LRGVDC
MC3954	CNDF271352	PRINTER HP 2600	\$400	PHARR PD	LRGVDC
MC4197	31093201345	TTY	\$450	PHARR PD	LRGVDC
MC4551	F1LMTF040640	POS 3 MON	\$343	PHARR PD	LRGVDC
MC4537	M1LMTF040785	POS 1 MON	\$343	PHARR PD	LRGVDC
MC4538	F1LMTF040797	POS 2 MON	\$343	PHARR PD	LRGVDC
MC4546	51504258485	AUX MON	\$149	PHARR PD	LRGVDC
MC6033	FLM2132W0PF	CISCO ROUTER	\$2,921	PHARR PD	LRGVDC
MC6032	FLM2132W0PC	CISCO ROUTER	\$2,921	PHARR PD	LRGVDC
MC5899	PHPD4311AT21	RECORDER	\$8,976	PHARR PD	LRGVDC

Attachment I
PSAP Insurance (provided by local government)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.M.

DATE SUBMITTED: August 2, 2019

MEETING DATE: August 7, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action on renewal of Interlocal Agreement with LRGVDC 9-1-1 and Pharr Fire Department for use of Public Safety Answering Point (PSAP) services.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This ILA will allow us to continue to receive PSAP services from 9-1-1

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Daniel Ramirez
Patricia Rigney
City Management Office

Created/Initiated - 8/2/2019
Approved - 8/2/2019
Approved - 8/2/2019
Final Approval - 8/2/2019

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **City of Pharr - Fire Department** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Pharr Fire Department** PSAP(s) located at **118 S Cage Blvd 3rd Floor Pharr, TX 78577**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the **City of Pharr**; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements (**please refer to Attachment G: Site Requirements**).

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **City of Pharr** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 PSAP's are required to attend all trainings scheduled by the RPC regardless if you are a new or existing telecommunicator. Furthermore, the Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension of Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596**

The Local Government's address is:

**Pharr Fire Department
118 S Cage Blvd 3rd Floor
Pharr, TX 78577**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of **September 1, 2019** and shall terminate on **August 31, 2021**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting

party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**Lower Rio Grande Valley Development
Council**

City of Pharr

By: _____

By: _____

Printed Name: Ron Garza

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Pharr Fire**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

**Lower Rio Grande Valley Development
Council**

City of Pharr

By: _____

By: _____

Printed Name: Ron Garza

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between Lower Rio Grande Valley Development Council (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ☐ Yes ☐ No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

- i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;
- ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

- i. Uninterruptible Power Supply (UPS)
- ii. Printers
- iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

Attachment C

Scope of Work (continued)

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance [at 9-1-1 @wscicom.com](mailto:9-1-1@wscicom.com).

Attachment C

Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C

Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C

Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: <http://www.csec.texas.gov> and <http://www.csec.texas.gov/statutes>
2. CSEC Rules: <http://www.csec.texas.gov>
3. CSEC Program Policy Statements:
<http://www.csec.texas.gov/program-policy-statements/9-1-1-program>

Attachment F

Acronyms

LRGVDC	- Lower Rio Grande Valley Development Council
CSEC	- Commission on State Emergency Communications
APCO	- Association of Public-Safety Communications Officials
NENA	- National Emergency Number Association
RPC	- Regional Planning Commissions
PPS	- Program Policy Statements
UGMS	- Uniform Grant Management Systems
TCLEOSE	— Texas Commission on Law Enforcement Officers Standards & Education
PSAP	- Public Safety Answering Point
ADA	- Americans with Disabilities Act of 1990
TDD	- Telecommunications Device for the Deaf
TTY	- Teletypewriter
UPS	- Uninterruptible Power Supply
CPE	- Customer Premise Equipment
ANI	- Automatic Number Identification
ALI	- Automatic Location Identification
GPS	- Global Positioning System
GIS	- Geographic Information System
RTX	- Re-transmit / Re-bid
MSAG	- Master Street Address Guide
DBMS	- Database Management System
NRF	- No Record Found
TNCR	- Telephone Number Change Request
EMS	- Emergency Management System

Attachment G SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.

2.2.4 A $\frac{3}{4}$ inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G

SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1 The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G

Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits, etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

Attachment G

Site Requirements (continued)

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

- a. Dedicated grounding conductor extended from the site's earth electrode system
- b. Building structural steel, provided it is bonded to the site's earth electrode system
- c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
- d. Metallic conduit, raceway or panel containing service conductors
- e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
- f. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing feeder conductors
- g. If it furnishes a continuous metallic path to the site's earth electrode system, a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps, etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

- a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
- b. The feeder breaker shall be designated "9-1-1 Panel"

Attachment G

Site Requirements (continued)

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

- a. Operator positions (both telephone sets and displays)
- b. ANI and ALI controllers
- c. ALI link modems and Network interfaces
- d. Telephone common equipment
- e. TDD/TTY devices
- f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

Attachment G

Site Requirements (continued)

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

- a. From the 9-1-1 equipment location to the room in which the attendants are located.
- b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

LRGVDC 9-1-1 ASSET INVENTORY REPORT

PSAP INFORMATION

PHARR FIRE DEPARTMENT
118 S CAGE BLVD 3RD FLOOR
PHARR, TX 78577

TAG #	SERIAL #	ASSET DESCRIPTION	ORIGINAL	ASSET	RESPONSIBLE
			VALUE	LOCATION	ENTITY
MC4830	SFDO1933Y0FD	CISCO SWITCH 3750	\$3,782	PHARR FD	LRGVDC
MC4839	SFDO1903Y0GJ	CISCO SWITCH 3750	\$3,782	PHARR FD	LRGVDC
MC4500	BJ171T0005	UPS	\$8,222	PHARR FD	LRGVDC
MC6537	2UA8391S2C	POS 1 CPU	\$4,736	PHARR FD	LRGVDC
MC6538	2UA8382BLW	AUX CPU	\$2,223	PHARR FD	LRGVDC
MC3953	CNDF230781	PRINTER HP	\$400	PHARR FD	LRGVDC
MC4198	31093201348	TTY	\$450	PHARR FD	LRGVDC
MC2746	NO SERIAL	2 POST RACK	\$150	PHARR FD	LRGVDC
MC6344	J7LMTF082759	POS 1 MON	\$307	PHARR FD	LRGVDC
MC4535	EALMTF266030	POS 2 MON	\$307	PHARR FD	LRGVDC
MC4545	51405857985	AUX MON	\$149	PHARR FD	LRGVDC
MC6037	FLM2132W0PA	CISCO ROUTER	\$2,921	PHARR FD	LRGVDC
MC6036	FLM2132W0PQ	CISCO ROUTER	\$2,921	PHARR FD	LRGVDC
MC5899	1590721	RECORDER	\$8,976	PHARR PD	LRGVDC

Attachment I
PSAP Insurance (provided by local government)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.N.

DATE SUBMITTED: July 30, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 7/30/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.N.1.

DATE SUBMITTED: July 29, 2019

MEETING DATE: August 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 917 West Ferguson Avenue. **CUP#130630**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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#130630**

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 Departments requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano

Created/Initiated - 7/29/2019
Approved - 7/29/2019
Approved - 7/29/2019

City Management Office

Final Approval - 8/2/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 5, 2019

Conditional Use Permit for ABC –

Doc's Billiards & Sports Bar
CUP#130630

Background:

Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 Doc's Billiards & Sports Bar.

The property is located at 917 West Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC_J Hernandez dba Docs Billards & Sports Bar_2013

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577

www.pharr-tx.gov



MEMORANDUM

DATE: AUGUST 5, 2019
TO: MAYOR AND CITY COMMISSION
THROUGH: ALEX MEADE, CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#130630 (DOC'S BILLIARDS & SPORTS BAR)

GENERAL INFORMATION:

APPLICANT: Jose Alberto Hernandez, d/b/a Doc's Billiards & Sports Bar, 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 being the S150' of Lots 17, 18 and 19, Block 1, San Patricia Acres Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 917 West Ferguson Avenue.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned 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.
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

CODE DIVISION:

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

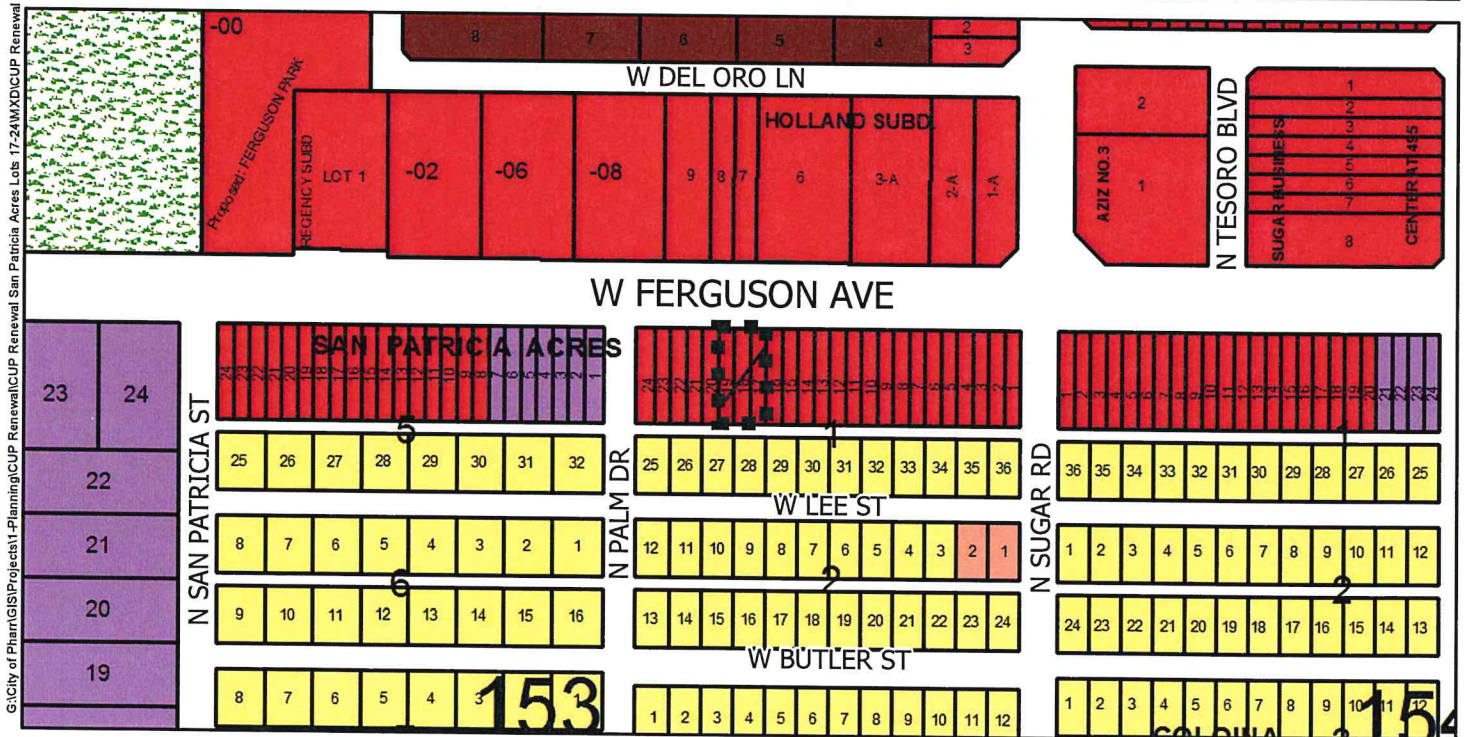
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES STAFF
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 Departments requirements.

Conditional Use Permit Renewal
 San Patricia Acres Lots 17-19
 Doc's Billiards & Sports Bar/JA Hernandez



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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 300 feet



Date: 7/23/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.N.2.

DATE SUBMITTED: July 29, 2019

MEETING DATE: August 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Marta's Bar 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 Business District (C-2). The property is legally described as being all of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Street, Suite D. **CUP#160737**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Marta's Bar 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 Business District (C-2). **CUP#160737**

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 Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 7/29/2019
Approved - 7/29/2019
Approved - 7/29/2019
Final Approval - 8/2/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 5, 2019

Conditional Use Permit for ABC –

Marta's Bar
CUP#160737

Background:

Marta's Bar is requesting renewal of the Conditional Use Permit and Late Hour Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Marta's Bar.

The property is located at 410 West State Street, Suite D. It is zoned Business District (C-2) 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 Hour 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-Marta's Bar_S Alvarez_2016



MEMORANDUM

DATE: AUGUST 5, 2019
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#160737 (MARTA'S BAR)

GENERAL INFORMATION:

APPLICANT: Marta's Bar 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 Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 13-16, and the W10' out of Lot 12, Block 32, Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 410 West State Street, Suite D.

ZONING: The property is currently zoned Business District (C-2). The zoning to the North is Single-Family Residential District (R-1), General Business District (C) to the South and West, and Business District (C-2) to the East. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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CODE DIVISION:

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

PLANNING DIVISION:

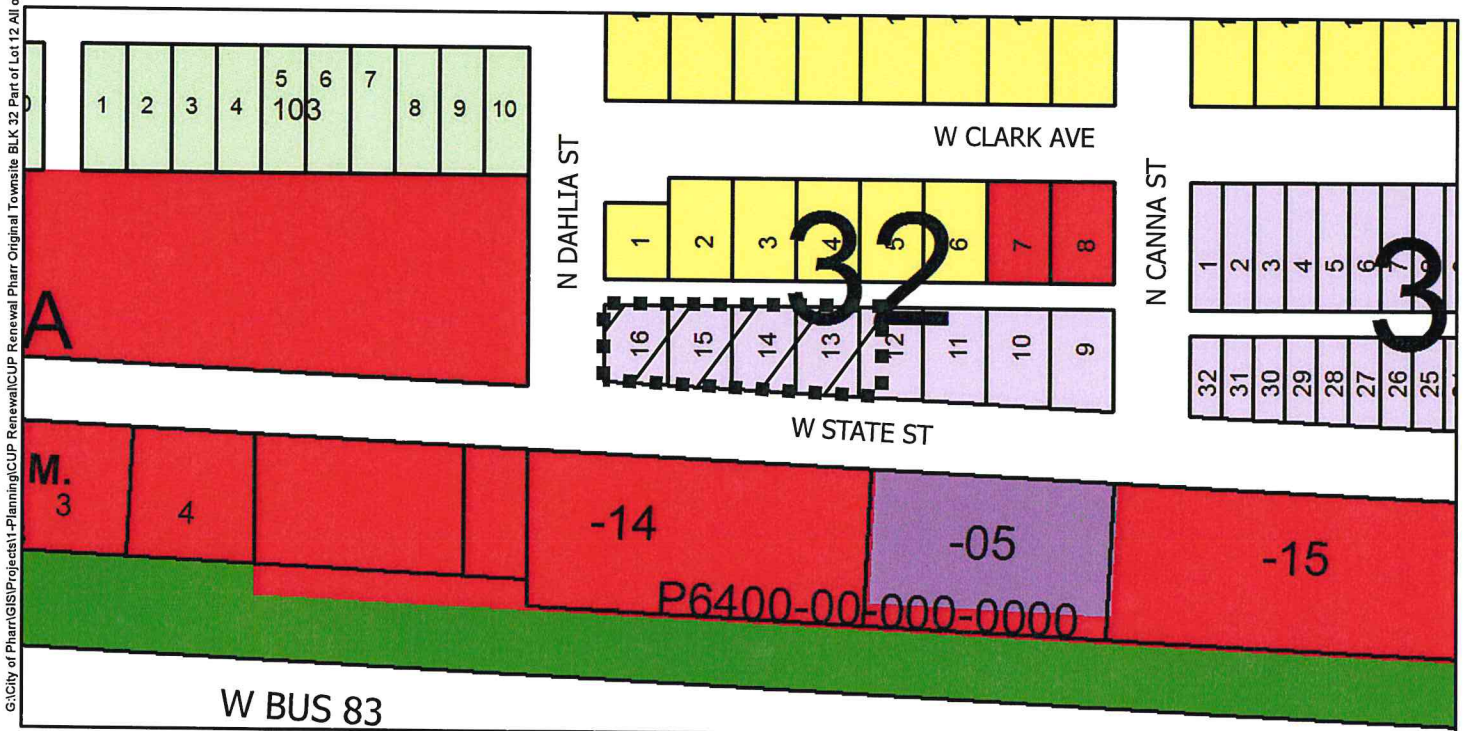
Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES
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 Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

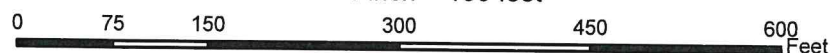


Pharr
Engineering



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

Scale: 1 inch = 150 feet



Date: 7/23/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.N.3.

DATE SUBMITTED: July 29, 2019

MEETING DATE: August 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1617 West Polk Avenue. **CUP#180648**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata

Created/Initiated - 7/29/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 7/29/2019
Approved - 7/29/2019
Final Approval - 8/2/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

August 5, 2019

Conditional Use Permit **Renewal** for ABC –

Smokin' Moon, LLC.
CUP#180648

Background:

Smokin' Moon, LLC. 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 1st renewal for Smokin' Moon, LLC.

The property is located at 1617 West Polk Avenue. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC\ABC_SMOKIN' MOON, LLC_2018



MEMORANDUM

DATE: MONDAY, AUGUST 5, 2019
TO: MAYOR AND CITY COMMISSION
THROUGH: ALEX MEADE, CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#180648 (SMOKIN' MOON, LLC.)

GENERAL INFORMATION:

APPLICANT: Smokin' Moon, LLC. has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 1-A and the east 26.7 feet of Lot 1, Albrad Unit No. 1 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1617 West Polk Avenue.

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

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

FIRE DEPARTMENT:

Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION:

Recommends approval of the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of the Conditional Use Permit.

PLANNING DIVISION:

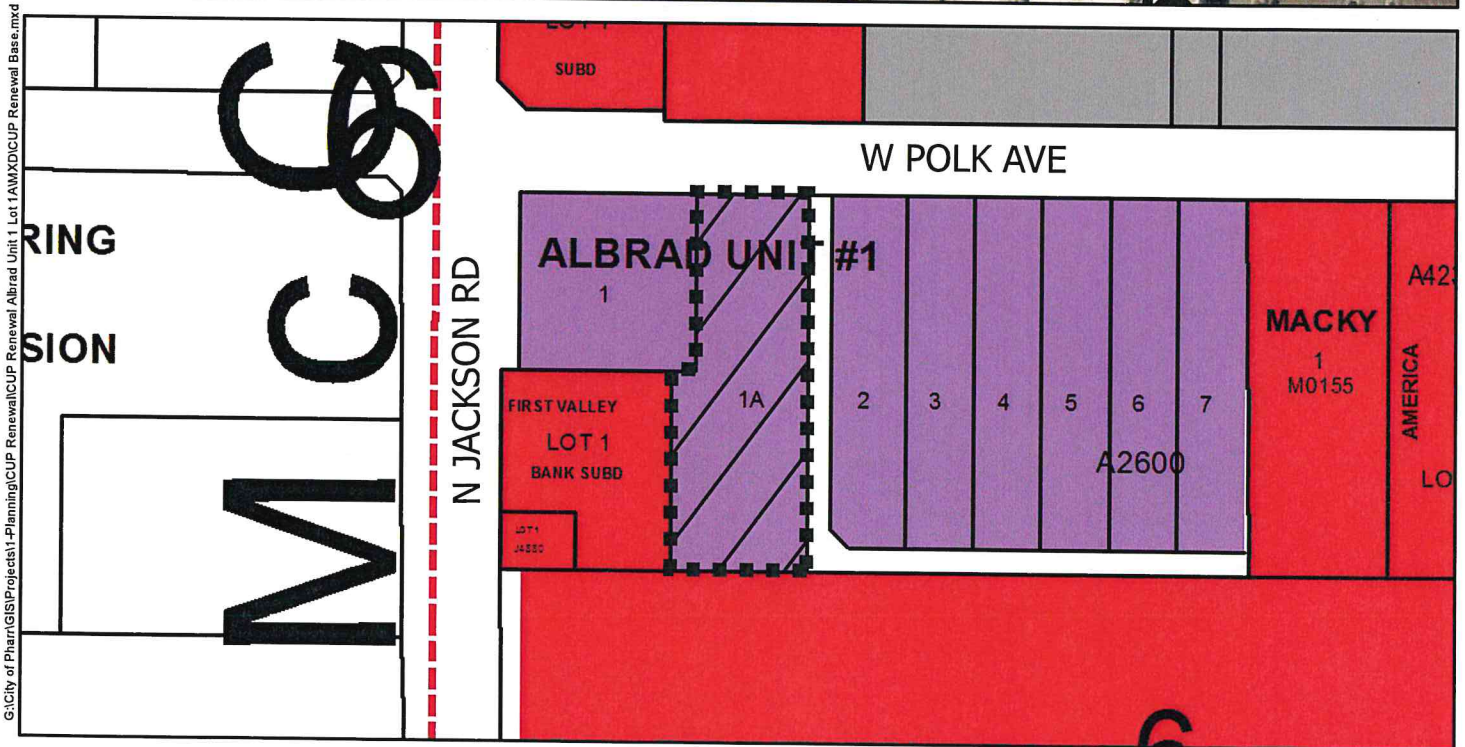
Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES

RECOMMENDATIONS:

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

Conditional Use Permit Renewal
Albrad Subdivision Unit 1, Lot 1A
Smokin' Moon/ Bernard Watson



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 = 200 feet



Date: 7/23/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 16, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance approving settlement agreement between the City of Pharr and the Texas Gas Service Company ("TGS") regarding the Cost of Service Adjustment ("COSA") Tariff. *(Adoption on 1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On April 30, 2019, Texas Gas Service Company ("TGS" or "Company") filed for a rate increase pursuant to the Cost of Service Adjustment ("COSA") tariff adopted by the Rio Grande Valley Service Area ("RGVSA") Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of \$2,161,343 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the City to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of \$2,087,516 on a system-wide basis. Of this amount, \$1,921,708 is attributable to the RGVSA incorporated areas.

Please see attached model staff report in support of TGS COSA settlement ordinance.

Financial Consideration:

Staff Recommendation: Staff recommends adoption of the Ordinance and tariffs establishing new rates.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 7/16/2019
Approved - 7/16/2019

Karla Moya
City Management Office

Approved - 7/17/2019
Final Approval - 8/2/2019

Model Staff Report in Support of TGS COSA Settlement Ordinance

Background

On April 30, 2019, Texas Gas Service Company (“TGS” or “Company”) filed for a rate increase pursuant to the Cost of Service Adjustment (“COSA”) tariff adopted by the Rio Grande Valley Service Area (“RGVSA”) Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of \$2,161,343 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the City to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of \$2,087,516 on a system-wide basis. Of this amount, \$1,921,708 is attributable to the RGVSA incorporated areas.

Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three-year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the second filing under the revised tariff.

Resolution of the 2018 Filing

Cities’ consultant Karl Nalepa found that TGS’s cost of service calculations were consistent with the terms of the COSA tariff and the costs reflected in the COSA filing were reasonable with two exceptions.

First, Mr. Nalepa found that TGS’ proposed increase in costs attributable to the change in insurance provider should be denied, and determination of the reasonableness of establishing a captive insurance provider be deferred to TGS RGVGCSA’s next comprehensive base rate proceeding. The impact of this recommendation was to reduce the Company’s requested O&M expenses by \$146,546. The parties agreed to defer determination of the reasonableness and necessity of establishing a captive insurance provider and related costs to the next comprehensive base rate case proceeding in which base rates for the GCSA are determined.

Additionally, Mr. Nalepa determined that TGS has yet to present a proposal to amortize and return to customers the regulatory liability for excess accumulated deferred income tax (“ADIT”) of approximately \$5.9 million. While customers are not immediately harmed if the excess deferred taxes are not promptly refunded because the taxes continue to serve to reduce rate base and thus rates, prompt refunds will ensure that the refunds are matched to customers that contributed the tax revenues in the first place. As such, Mr. Nalepa recommended that TGS RGVSA commit to establishing an appropriate amortization process in its next COSA filing to refund the excess ADIT to customers.

In order to resolve this issue, TGS agreed to address ADIT resulting from the reduction to the federal income tax rate due to the Tax Cuts and Jobs Act of 2017 in a filing with the City by or before TGS's next COSA filing.

EXPLANATION OF "BE IT ORDAINED" PARAGRAPHS IN THE ORDINANCE

- Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.
- Section 2. This paragraph authorizes TGS to collect an additional \$2,087,516 in revenue on a system-wide basis.
- Section 3. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.
- Section 4. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 5. This paragraph recites compliance with the Open Meetings Act.
- Section 6. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 7. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 29, 2019.
- Section 8. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and special counsel to the City.

RECOMMENDATION

The City staff recommends adoption of the Ordinance and tariffs establishing new rates.

ORDINANCE NO. O-2019- ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S APRIL 30, 2019 COST OF SERVICE ADJUSTMENT (“COSA”) FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY’S AND TGS’ REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY’S AND THE CITY’S LEGAL COUNSEL

WHEREAS, the City of Pharr, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS’ 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 30, 2019, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company has requested a system-wide increase of \$2,161,343; and

WHEREAS, the City coordinated a review of TGS’ COSA filing and designated attorneys and consultants to resolve issues in the Company’s COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City's rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City's attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of \$2,087,516 on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company's COSA filing, and the resulting rates are, as a whole, in the public interest; and

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

Section 1. That the City Council finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 2. That a rate increase of \$2,087,516 on a system-wide basis is reasonable.

Section 3. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That the tariffs attached as Attachment "A" to this Ordinance shall become effective for meters read on and after July 29, 2019 consistent with the COSA tariff.

Section 8. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 5th day of August, 2019.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

RIO GRANDE VALLEY SERVICE AREA COST OF SERVICE ADJUSTMENT FILED BY TEXAS GAS SERVICE COMPANY ON APRIL 30, 2019

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Texas Gas Service Company (“TGS” or the “Company”) and the cities of TGS’s Rio Grande Valley Service Area (“RGVSA”), which includes the Cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas (collectively, “RGVSA Cities”).

WHEREAS, this Settlement Agreement resolves all issues relating to the Cost of Service Adjustment (“COSA”) filed with the RGVSA Cities on April 30, 2019, in a manner that TGS and the RGVSA Cities (collectively, the “Signatories”) believe is consistent with the public interest, and the Signatories represent diverse interests;

WHEREAS, the Signatories believe that an appeal from municipal action on the filed COSA adjustment would be time-consuming and entail substantial additional expense for all parties and that the public interest will be served by adoption of an ordinance consistent with this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the RGVSA Cities the following Settlement Terms as a means of fully resolving all issues raised in the April 30, 2019 COSA Adjustment filed by TGS with the RGVSA Cities:

Settlement Terms

1. The Signatories agree that the system-wide \$2,087,516 revenue increase, of which \$1,921,708 is attributable to the RGVSA incorporated, is a “black box” figure and is not tied to any specific expense in TGS’s underlying cost of service. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. Said tariffs should allow TGS an additional \$1,921,708 in annual revenue as illustrated in the proof of revenues attached as part of Exhibit B to the Settlement Agreement. The Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The rates, terms and conditions established by this Settlement Agreement shall take effect with the first billing cycle of August 2019, meters read on or after July 29, 2019.
2. The Signatories agree that the revenue increase shall result in the following rate increase, rates and bill impacts per customer class:

Customer Class	Current Monthly Customer Charge	Settlement Monthly Customer Charge	Monthly Customer Charge Increase	Current Volumetric (per Ccf) Rate	Settlement Volumetric (per Ccf) Rate	Volumetric (per Ccf) Increase	RGVSA Average Monthly Customer Bill Increase
RESIDENTIAL	\$16.02	\$16.52	\$0.50	\$0.37	\$0.46	\$0.09	\$1.59
COMMERCIAL	\$66.31	\$81.35	\$15.04	\$0.32	\$0.32	\$0.00	\$15.04
COMMERCIAL - CHURCH	\$48.31	\$63.35	\$15.04	\$0.32	\$0.32	\$0.00	\$15.04
COMMERCIAL STANDARD TRANSPORT - FIRST 5,000 Ccf	\$408.31	\$423.35	\$15.04	\$0.32	\$0.32	\$0.00	\$15.04
COMMERCIAL STANDARD TRANSPORT - OVER 5,000 Ccf	\$408.31	\$423.35	\$15.04	\$0.02	\$0.02	\$0.00	\$15.04
PUBLIC AUTHORITY STANDARD TRANSPORT - FIRST 5,000 Ccf	\$53.40	\$68.84	\$15.44	\$0.38	\$0.38	\$0.00	\$15.44
PUBLIC AUTHORITY STANDARD TRANSPORT - OVER 5,000 Ccf	\$408.40	\$423.84	\$15.44	\$0.38	\$0.38	\$0.00	\$15.44
PUBLIC AUTHORITY STANDARD TRANSPORT - OVER 5,000 Ccf	\$408.40	\$423.84	\$15.44	\$0.02	\$0.02	\$0.00	\$15.44
INDUSTRIAL	\$218.74	\$338.83	\$120.09	\$0.30	\$0.30	\$0.00	\$120.09
INDUSTRIAL STANDARD TRANSPORT - FIRST 5,000 Ccf	\$468.74	\$588.83	\$120.09	\$0.30	\$0.30	\$0.00	\$120.09
INDUSTRIAL STANDARD TRANSPORT - OVER 5,000 Ccf	\$468.74	\$588.83	\$120.09	\$0.03	\$0.03	\$0.00	\$120.09

3. The Signatories agree to defer determination of the reasonableness and necessity of establishing a captive insurance provider and related costs to the next comprehensive base rate case proceeding in which base rates for the RGVSA are determined.
4. The Signatories agree that TGS will address excess accumulated deferred income tax ("EDIT") resulting from the reduction to the federal income tax rate due to the Tax Cuts and Jobs Act of 2017 in a filing with the RGVSA Cities by or before TGS's next COSA filing.
5. TGS agrees to reimburse the RGVSA Cities for their previously-incurred reasonable and necessary legal and consultant expenses associated with TGS's 2019 COSA Adjustment filed with the RGVSA Cities on April 30, 2019. Such reimbursement shall be made on or before thirty (30) days from rate implementation and upon the Company receiving legal invoices or other documentation reflecting the City's incurred costs. The Signatories agree that TGS is entitled to recover its reasonable expenses associated with the 2019 COSA filing with the RGVSA Cities, as well as those expenses reimbursed to the RGVSA Cities in connection with this filing, through a volumetric surcharge, and that such amount shall not be included in the calculation of the 5% cap limiting the amount of any future COSA Adjustment.
6. The Signatories agree that all negotiations, discussion, conferences and drafts related to the Settlement Agreement are confidential, inadmissible, and not relevant to prove any

issues associated with the 2019 COSA Adjustment filed by TGS with the RGVSA Cities pursuant to Texas law.

7. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the RGVSA Cities of an ordinance or resolution implementing this Settlement Agreement.
8. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon any Signatory outside this proceeding.
9. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this 16th day of July 2019.

TEXAS GAS SERVICE COMPANY

By: Stephanie G. Houle
Stephanie G. Houle
Attorney for Texas Gas Service Company

RIO GRANDE VALLEY SERVICE AREA CITIES

By: Thomas Brocato
Thomas Brocato
Attorney for the City of McAllen and certain other Rio Grande Valley Service Area Cities

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$16.52 plus
All Ccf @	\$0.45777 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$81.35 plus (For Commercial Service) \$63.35 plus (For Church Service)
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All Ccf @	\$0.31650 per Ccf
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OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B	- Mining - all Major Groups
Division D	- Manufacturing - all Major Groups
Divisions E and J	- Utility and Government - facilities generating power for resale only

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$338.83 plus
All Ccf @	\$0.30336 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of	\$68.84 plus
All Ccf @	\$0.38068 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.'s (the "Company") distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

Commercial	\$423.35 per month
Industrial	\$588.83 per month
Public Authority	\$423.84 per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial	The First 5000 Ccf @	\$0.31650 per Ccf
	All Over 5000 Ccf @	\$0.01777 per Ccf

TRANSPORTATION SERVICE RATE

(Continued)

Industrial	The First 5000 Ccf @	\$0.30336 per Ccf
	All Over 5000 Ccf @	\$0.03453 per Ccf
Public Authority	The First 5000 Ccf @	\$0.38068 per Ccf
	All Over 5000 Ccf @	\$0.01595 per Ccf

ADDITIONAL CHARGES

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- 3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

SUBJECT TO

- 1) Tariff T-TERMS, General Terms and Conditions for Transportation.
- 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
- 3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

LINE NO.	CUSTOMER CLASS	PERCENT OF REVENUES PER RGV Inc Settlement Agreement (a)	ANNUAL REV. REQ. INCREASE (SCH 1) (b)	ANNUAL BILLS CY 2018 (c)	Monthly Customer Charge Increase Note 1 (d)	Total Customer Charge Increase (e) (c) * (d)	ANNUAL NORMALIZED VOLUMES (f)	Monthly Volume Charge Increase - Note 1 (g)	Total Volumetric Increase/ (Decrease) (h) (f)*(g)	Total Increase/ (Decrease) (i) (e)+(h)
1	Residential	55.71%	\$1,162,955	733,088	0.50	\$366,544	9,078,507	0.08772	\$796,411	\$1,162,955
2	Commercial and Commercial Standard Transport	33.42%	697,648	46,382	15.04	697,648	26,034,616			\$697,648
3	Public Authority and Public Authority Standard Transport	4.68%	97,696	6,326	15.44	97,696	3,108,418			\$97,696
4	Industrial and Industrial Standard Transport	6.19%	129,217	1,076	120.09	129,217	9,049,023			\$129,217
5	Grand Total	100.00%	\$2,087,516	786,872	151	\$1,291,105	47,270,565		\$796,411	\$2,087,516
6	Annual Revenue Requirement Increase (Sch 1)			\$2,087,516						
7	Total Base Revenues (Sch 1)			28,738,327						
8	Revenue Requirement plus Gross up for Texas Franchise Tax			\$30,825,843						

Note 1 Cost of Service Adjustment Clause; Rate Schedule 1-1 Section C. states: " The first \$0.50 of the residential rate adjustment shall be included in the residential monthly Customer Charge of the applicable rate schedules with the excess of that amount applied to the Commodity Charge. The rate adjustment shall be included in the monthly Customer Charge of all other applicable rate schedules."

Line No.	Customer Class	Total Annual RGVSA Bill Count CY 2018	Incorporated Area Annual Bill Count CY 2018	Environs Annual Bill Count CY 2018	Total Required Increase	Incorporated Area Required Increase	Environs Required Increase
1	Residential	733,088	692,243	40,845	1,162,955	1,097,721	65,234
2	Commercial and Commercial Standard Transport	46,382	44,398	1,984	697,648	667,806	29,842
3	Public Authority and Public Authority Standard Transport	6,326	5,634	692	97,696	87,009	10,687
4	Industrial and Industrial Standard Transport	1,076	576	500	129,217	69,172	60,045
5		786,872	742,851	44,021	2,087,516	1,921,708	165,808

PUBLIC NOTICE OF PROPOSED RATE INCREASE
TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC.
RGVSA INCORPORATED COSA FILED APRIL 30, 2019

Pursuant to Rio Grande Valley Service Area ("RGVSA") Rate Schedule No. 1-1, Texas Gas Service Company, a Division of ONE Gas, Inc. ("Company") filed a 2019 Cost of Service Adjustment ("COSA") with the RGVSA municipal regulatory authorities which includes the Cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas on April 30, 2019.

The Company proposes to increase rates in the incorporated areas of the RGVSA by the amounts listed below. Pursuant to Rate Schedule No. 1-1, proposed rates will become effective with meters read on and after July 29, 2019. The change in rates will affect approximately 57,687 residential, 3,681 commercial, 465 public authority, 31 industrial, 19 commercial standard transportation, 5 public authority standard transportation and 18 industrial standard transportation customers in the RGVSA incorporated areas. The proposed change constitutes a "major change" as that term is defined by Section 104.101 of the Texas Utilities Code.

Customer Class	Current Monthly Customer Charge	Proposed Monthly Customer Charge	Monthly Customer Charge Increase	Volumetric (per Ccf) Increase	Average Monthly Customer Bill Increase	% Increase without Cost of Gas	% Increase with Cost of Gas	Average Monthly Usage per Ccf for Bill Impacts
Residential	16.02	16.52	0.50	0.09226	1.65	8.01%	6.53%	12
Commercial	66.31	81.88	15.57	0.00000	15.57	7.52%	4.15%	445
Commercial - Church	48.31	63.88	15.57	0.00000	15.57	24.92%	19.60%	45
Commercial Standard Transport	408.31	423.88	15.57	0.00000	15.57	1.73%	N/A	27,783
Public Authority	53.40	69.39	15.99	0.00000	15.99	9.34%	5.55%	309
Public Authority Standard Transport	408.40	424.39	15.99	0.00000	15.99	2.65%	N/A	12,296
Industrial	218.74	343.08	124.34	0.00000	124.34	9.99%	4.93%	3,382
Industrial Standard Transport	468.74	593.08	124.34	0.00000	124.34	13.39%	N/A	13,327
2018 Cost of Gas was \$0.3782/Ccf excluding revenue related taxes.								

The adjustment to rates was calculated on the Company's total revenue requirement for service in the RGVSA which includes customers residing in both the incorporated areas and the surrounding environs. The incorporated areas' share of the service area-wide increase of \$2,161,343 is approximately \$1,989,664. If approved, the proposed rates will increase the Company's RGVSA revenues by 5.29 percent when gas cost revenues are included or by 7.52 percent when gas cost revenues are excluded.

Persons with questions or who want more information about this filing may contact the Company at 1-800-700-2443. A copy of the filing will be available for inspection during normal business hours at the Company's office at 5602 E. Grimes Rd., Harlingen, Texas 78550 or on the Company's website at <https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Any affected person within an incorporated area may contact his or her city council.

De conformidad con la Clase de Tarifa número 1-1 del Área de Servicio del Río Grande (de aquí en adelante, "RGVSA", por sus siglas en inglés), la compañía Texas Gas Service, una división de ONE Gas, Inc. (de aquí en adelante, la "Compañía"), presentó el 30 de abril del 2019 una solicitud para implementar un Ajuste por el Costo del Servicio (de aquí en adelante, "COSA", por sus siglas en inglés) para el 2019 ante las autoridades regulatorias municipales del RGVSA, que incluye las Ciudades de Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen,

Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, y Weslaco, Texas. La Compañía propone aumentar las tarifas en las áreas incorporadas del RGVSA. De conformidad con la Clase de Tarifa número 1-1, la fecha propuesta para la entrada en vigor de las tarifas propuestas es para los contadores leídos a partir del 29 de julio del 2019.

Cualquier persona que tenga una pregunta específica o que desee obtener información adicional acerca de este asunto, puede contactar a la Compañía al teléfono 1-800-700-2443. Si desea revisar la tarifa COSA presentada por la Compañía, puede encontrar una copia completa durante el horario normal de trabajo en las oficinas de la Compañía localizadas en 5602 East Grimes, Harlingen, Texas 78550, o visitando la página de internet de la Compañía en <https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Cualquier persona que se vea afectada dentro de las áreas incorporadas puede contactar a su consejo municipal.

NOTIFICACIÓN PÚBLICA
TEXAS GAS SERVICE COMPANY, UNA DIVISIÓN DE ONE GAS, INC.
AJUSTE POR EL COSTO DEL SERVICIO ANUAL PARA LAS ÁREAS INCORPORADAS DEL
ÁREA DE SERVICIO DEL VALLE DEL RÍO GRANDE, PRESENTADO EL 30 DE ABRIL DEL 2019

De conformidad con la Clase de Tarifa 1-1 del Área de Servicio del Valle del Río Grande (de aquí en adelante, "RGVSA", por sus siglas en inglés), la compañía Texas Gas Service Company, una división de ONE Gas, Inc. (de aquí en adelante, la "Compañía"), presentó el 30 de abril del 2019 una solicitud para implementar un Ajuste por el Costo del Servicio (de aquí en adelante, "COSA", por sus siglas en inglés) para el 2019 ante las autoridades regulatorias municipales del RGVSA, que incluye las Ciudades de Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, y Weslaco, Texas.

El COSA presentado por la Compañía aumentará las tarifas de las áreas incorporadas del RGVSA por las cantidades que se definen a continuación. De conformidad con la Clase de Tarifa 1-1, la fecha propuesta para la entrada en vigor de las tarifas propuestas es para los contadores leídos a partir del 29 de julio del 2019. Estos cambios afectarán a aproximadamente 57,687 clientes residenciales, 3,681 clientes comerciales, 465 clientes de la autoridad pública, 31 clientes industriales, 19 clientes del transporte estándar comercial, 5 clientes del transporte estándar de la autoridad pública, y 18 clientes del transporte estándar industrial dentro de las áreas incorporadas del RGVSA. Los cambios de tarifas propuestos se consideran un "cambio mayor", según la definición provista en el inciso 104.101 del Código de Servicios Públicos de Texas.

Tipo de Cliente	Cargo Actual Mensual al Cliente	Cargo Propuesto Mensual al Cliente	Aumento al Cargo Mensual al Cliente	Aumento Volumétrico (por Ccf)	Aumento a la Factura Mensual Promedio	% de Aumento sin el Costo del Gas	% de Aumento con el Costo del Gas	Impacto en la Factura del Uso Mensual Promedio (por Ccf)
Residencial	16.02	16.52	0.50	0.09226	1.65	8.01%	6.53%	12
Comercial	66.31	81.88	15.57	0.00000	15.57	7.52%	4.15%	445
Comercial – Eclesiástico	48.31	63.88	15.57	0.00000	15.57	24.92%	19.60%	45
Transporte Estándar Comercial	408.31	423.88	15.57	0.00000	15.57	1.73%	No Existe	27,783
Autoridad Pública	53.40	69.39	15.99	0.00000	15.99	9.34%	5.55%	309
Transporte Estándar de la Autoridad Pública	408.40	424.39	15.99	0.00000	15.99	2.65%	No Existe	12,296
Industrial	218.74	343.08	124.34	0.00000	124.34	9.99%	4.93%	3,382
Transporte Estándar Industrial	468.74	593.08	124.34	0.00000	124.34	13.39%	No Existe	13,327
El costo de gas promedio por Ccf para el 2018 fue \$0.3782 excluyendo los ingresos relacionados con los impuestos.								

El ajuste a tarifas fue calculado basándose en los ingresos totales de la Compañía para el servicio en el RGVSA, incluyendo tanto a los clientes que residen dentro de las áreas incorporadas como a los de las periferias adyacentes. Del aumento de ingresos de \$2,161,343 de esta área de servicio, la parte proveniente de las áreas incorporadas representa aproximadamente \$1,989,664. De ser aprobadas, las tarifas propuestas aumentarán los ingresos anuales de la Compañía provenientes del RGVSA por 5.29 por ciento incluyendo los ingresos por el costo del gas, o 7.52 por ciento excluyendo los ingresos por el costo del gas.

Cualquier persona que tenga una pregunta específica o que desee obtener información adicional acerca de este asunto, puede contactar a la Compañía al teléfono 1-800-700-2443. Si desea revisar la tarifa COSA presentada por la Compañía, puede encontrar una copia completa durante el horario normal de trabajo en las oficinas de la Compañía localizadas en 5602 East Grimes, Harlingen, Texas 78550, o visitando la página de internet de la Compañía en

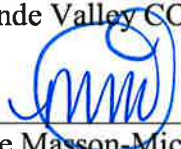
<https://www.texasgasservice.com/newsletters-and-notices/rate-notices>. Cualquier persona que se vea afectada dentro de las áreas incorporadas puede contactar a su consejo municipal.

AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Marie Masson-Michels, who being by me duly sworn, deposed as follows:

1. My name is Marie Masson-Michels. I am over twenty-one (21) years of age, of sound mind, capable of making this affidavit, and have personal knowledge of the facts herein stated, and I hereby swear and affirm that those facts are true and correct.
2. I am employed as a Manager of Rates for Texas Gas Service Company, a division of ONE Gas, Inc. ("TGS" or the "Company").
3. TGS is a provider of natural gas utility service to incorporated customers located within the Rio Grande Valley Service Area of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas ("RGVSA Cities").
4. A copy of the notice attached hereto was provided to each TGS customer within the RGVSA Cities by direct mail, completed on June 21, 2019, and bill insert which was completed on June 24, 2019, fulfilling the requirement of the Rio Grande Valley COSA tariff.



Marie Masson-Michels

SUBSCRIBED AND SWORN to before me on the 27th day of June 2019.





Notary Public in and for the State of Texas

My commission expires: 2/19/2020



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: August 2, 2019

MEETING DATE: August 7, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-33 Public Safety Communications Advisory Committee section 2.02.3 and section 2.01.4. *(Adoption on 1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This amendment adjust the number of member in the committee

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Patricia Rigney
City Management Office

Created/Initiated - 8/2/2019
Approved - 8/2/2019
Final Approval - 8/2/2019

ORDINANCE NO. O-2018-33

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

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

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

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

SECTION 2: Intent and Body

Sec. 2.01.1 ARTICLE 1. NAME.

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

Sec. 2.01.2 ARTICLE 2. PURPOSE AND DUTIES.

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

Sec. 2.01.3 ARTICLE 3. MEMBERSHIP.

- (A) The Pharr Public Safety Communications Advisory Committee is composed of five (5) members.

- (B) All cases to be heard and ruled upon will always be heard by a minimum of three (3) members.
- (C) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the committee or the City of Pharr unless a formal action by the Pharr Public Safety Communications Advisory Committee or Board of Commissioners has been taken on the specific issue.
- (D) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Communications of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (E) The Director of Communications or his designee and the contracted EMS Provider shall be ex officio members of the Pharr Public Safety Communications Advisory Committee without a right to vote but will provide technical support and expertise to the Committee. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.
- (F) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (G) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.
- (H) Members shall not have any administrative or enforcement authority in the day to day operations of the City. They shall have no authority or right to enforce any rule, ordinance or regulation of the City. Any violations are violation of this ordinance.
- (I) There shall be a standing subcommittee compromised of those agencies whom the Pharr Public Safety Communications Department provides services for.

Sec. 2.01.4 ARTICLE 4. OFFICERS.

- (A) The officers of the committee shall consist of a chairman and a vice-chairman.
- (B) Composition shall be:
 - 1. City Manager or designee (Chairman)
 - 2. City Fire Chief
 - 3. City Police Chief
 - 4. City Medical Director
 - 5. Lower Rio Grande Valley Development Council 9-1-1
 - 6. Contracted EMS Provider (non-voting)
 - 7. Director of Communications or designee (non-voting)
- (C) The vice-chairman shall be elected by the members.
- (D) A member may not hold more than one office at a time.

Sec. 2.01.5 ARTICLE 5. DUTIES OF OFFICERS.

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

Sec. 2.01.6 ARTICLE 6. AGENDAS.

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

- (C) Posting of the agenda must comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

Sec. 2.01.7 ARTICLE 7. MEETINGS.

- (A) The committee meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (B) Committee meetings shall be governed by Robert's Rules of Order.
- (C) All meeting of the committee shall be open to the public. Unless in accordance with Chapter 551 of the Texas Government Code the Committee needs to go into executive session to discuss items pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084, 551.087. The committee shall keep minutes of its proceedings showing the vote of each member on each question, or if absent or failing to vote. The Director of Communications shall be custodian and possessor of records and minutes of the meetings.
- (D) The committee shall meet at least once a month. In November of each year, the committee shall adopt a schedule of the meetings for the upcoming year, as composed by staff.
- (E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A committee may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline or a deadline established by Council.
- (F) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.
- (G) An affirmative vote of at least three (3) members must be made to approve any motion.
- (H) The chairman has the same voting privilege as any other member.
- (I) The Communications staff shall prepare the committee minutes. The minutes of each committee meeting must include the vote of each member on each item before the committee and indicate whether a member is absent or failed to vote on an item.
- (J) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Communications Department shall retain all other committee

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

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

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

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

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

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

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

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

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

Sec. 2.01.8 ARTICLE 10. AMENDMENT OF BYLAWS.

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

SECTION 3: Severability Clause

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

SECTION 4: Repealing Clause

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

SECTION 5: Penalty Clause

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

SECTION 6: Proper Notice and Meeting

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

SECTION 7: Effective Date; Publication

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of August 2019.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: August 2, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance establishing procedures for public testimony. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 8/2/2019
Approved - 8/2/2019
Final Approval - 8/2/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS; TO INCLUDE PROCEDURES FOR PUBLIC TESTIMONY; DECORUM AND ORDER OF PERSONS PRESENT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

WHEREAS, the 2019 Texas Legislature passed H.B. 2840, right to speak at open meetings, allowing members of the public to address the governing body regarding an item on an agenda; and

WHEREAS, the City hereby acts to immediately pass an ordinance enacting the right of a member of the public to address the governing body of the City at an open meeting regarding an agenda item either before or during the body's consideration of an item; and

WHEREAS, H.B. 2840 allows a governmental body to adopt reasonable rules regarding the public's right to address the body, including rules that limit the total amount of time that a member of the public may address the body on a given item; and

WHEREAS, the City of Pharr hereby adopts reasonable rules to ensure the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues.

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

SECTION 1: DEFINITIONS; PUBLIC TESTIMONY

- a) ***"Governmental or Governing body"*** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as described by Section 551.001 (3)(B)-(L) of the Texas Local Government Code, which includes the Pharr Board of Commissioners (a municipal governing body in the state) and, a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a municipality.
- b) ***Public Testimony; Sign-in Requirement; Time Limit.*** This Section does not apply to advisory boards of the city. A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to

another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

- c) If an agenda item is tabled during a meeting, a member of the public who has previously spoken regarding this item may not register to speak again on the tabled item at any subsequent meetings.

SECTION 2: PROCEDURES.

- (a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no properly registered person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure. So long as the registered speaker arrived before closing the public testimony period.
- (b) No person shall address the governing body without first being recognized by the mayor or presiding officer.
- (c) No person, either individually or in a representative capacity, shall address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section and if properly registered as prescribed in Section 1 above.
- (d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.
- (e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.
- (f) Each person addressing the governing body shall give their name and address in an audible tone of voice for the record, state the subject they wish to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a

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

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

SECTION 3: ORDER AND DECORUM.

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

displays, and other visual aids as they may relate to the subject of the presentation.

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

SECTION 4. DISTURBANCE ABATEMENT.

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

affirmative vote of a majority of the governing body shall require him to do so.

- (e) ***Adjournment.*** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned, and the remaining business considered at the next regular meeting.

SECTION 5: USE OF CAMERAS AND RECORDERS.

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

SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.

The rules and procedures set out herein shall be applicable to the city's elected body and to a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of the municipality.

SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.

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

SECTION 8: ENFORCEMENT; PUNISHMENT; PENALTIES.

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

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

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

SECTION 9: SAVINGS CLAUSE. Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this

resolution shall remain in full force and effect, unimpaired hereby.

SECTION 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. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 11: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 12: EFFECTIVE DATE; PUBLICATION.

The fact that the new bill is effective September 1, 2019 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. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON 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 SECOND 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.D.

DATE SUBMITTED: July 30, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2018-45 pertaining to public comments. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 7/30/2019
Approved - 8/1/2019
Final Approval - 8/2/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE O-2018-45 OF THE CITY OF PHARR, TEXAS; INCLUDING PROCEDURES FOR PLACEMENT OF ITEMS ON THE OFFICIAL AGENDA OF MEETINGS OF THE CITY OF PHARR; PROHIBITING DISCLOSURE OF DISCUSSION BY ANY OFFICIAL OR PERSON PRESENT DURING CLOSED SESSIONS; DECLARING SUCH DISCLOSURE TO BE A VIOLATION OF CHARTER AS WELL AS A CRIMINAL ACT RESULTING IN PENALTIES, FINES, OTHER PUNISHMENT; DECORUM AND ORDER OF PERSONS PRESENT; SEARCH OF PERSONS AND POSSESSIONS; PUBLIC HEARING POLICY; PUBLIC COMMENTS; PLACEMENT OF AGENDA ITEMS AND RECONSIDERATION OF ITEMS; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

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

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

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

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

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

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

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

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

SECTION 1: DEFINITIONS; OPEN MEETINGS; PUBLIC HEARINGS.

- a) **"Governmental or Governing body"** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as described by Section 551.001 (3)(B)-(L) of the Texas Local Government Code, which includes the Pharr Board of Commissioners (a municipal governing body in the state) and, a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a municipality.
- (b) Meetings of the governing body are public meetings unless excepted in accordance with applicable state laws or this ordinance. All matters included herein will further the public's health, safety, and welfare.
- (c) **Public Hearings; Those Affected; Public Hearing Sign-in Requirement.** If a public hearing is listed on a legally posted agenda, a person or entity that received notice from the city on a pending item for consideration, a person that may be positively or adversely affected physically, by use or damage to property, or to any other legally recognizable interest, may be allowed to address the governing body during the public hearing portion of the meeting following registration with the presiding city clerk and prior to the scheduled meeting. A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.
- (d) **Public Participation; Public Comments; Sign-in Requirement; Time Limit; Limitation on Speakers.** This section only applies to the Pharr Board of Commissioners. After each regularly scheduled meeting of the board of commissioners has adjourned or at such other time as may be designated by the city commission from time to time, a number less than a quorum of commissioners shall be available to the general public for a maximum of 15 minutes after adjournment for public comments with any individual desiring to speak having a limit of 1.5 minutes. The City shall not include public participation during a special called meeting or a workshop session. Persons desiring to speak during public comments shall sign in with the city clerk not earlier than 12:00 p.m. on the day of the scheduled meeting. A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed 1.5 minutes as a whole. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak. A sign-in form for public

comments shall be promulgated by the city clerk and be made available at the city clerk's office. The sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. Only the person who signed up to speak will be allowed in the room designated for public comment. No cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices will be allowed in the room.

SECTION 2: PROCEDURES.

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

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

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

SECTION 3: ORDER AND DECORUM.

- (a) ***Board members.*** While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.
- (b) ***Employees.*** Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.
- (c) ***Persons addressing the board.*** Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that constitutes defamation, true threats, fighting words, obscenities, defamation (including libel and slander), blackmail, solicitation to commit crimes, or that may impede, incite, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body.

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

SECTION 4. DISTURBANCE ABATEMENT.

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

- (e) ***Adjournment.*** If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned, and the remaining business considered at the next regular meeting.

SECTION 5: USE OF CAMERAS AND RECORDERS.

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

SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.

The rules and procedures set out herein shall be applicable to the city's elected body and to a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of the municipality.

SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.

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

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

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

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

SECTION 9: CLOSED SESSION DELIBERATIONS.

It shall be unlawful for any person present during a closed session meeting of the governing body to disclose the matters discussed or any information received during the closed session to a non-privy third party unless otherwise ordered by a court of law.

Violation of this provision by an elected or appointed official shall be deemed a failure to faithfully execute the duties of office under Article X, Section 4 of the Pharr City Charter. Violation of this provision may also result in the maximum fine allowed by law as well as other relief at law or equity allowed by law for violation and enforcement of Ordinances.

SECTION 10: ENFORCEMENT; PUNISHMENT; PENALTIES.

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

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

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

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

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

SECTION 13: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 14: EFFECTIVE DATE; PUBLICATION.

The fact that new H.B. 2840 is effective September 1, 2019 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. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON 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 SECOND 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.E.

DATE SUBMITTED: July 18, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-32 renaming the Pharr Beautification Committee to Keep Pharr Beautiful Committee. *(2nd Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 7/18/2019
Approved - 7/19/2019
Final Approval - 8/2/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NOS. O-2017-32, O-2017-23, O-76-09, AND O-72-20 RENAMING THE PHARR BEAUTIFICATION COMMITTEE TO KEEP PHARR BEAUTIFUL COMMITTEE, REPEALING ALL ORDINANCES AND AMENDMENTS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

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

City of Pharr Code of Ordinances is hereby amended, and the following sections shall read as follows:

Sec. 2.01.1 ARTICLE 1. NAME

The name of the Pharr Beautification Committee shall be changed to Keep Pharr Beautiful Committee.

Sec. 2.01.2 ARTICLE 2. PURPOSE AND DUTIES.

The purpose of the committee is to exercise the powers and duties of the **Keep Pharr Beautiful Committee** of the City of Pharr. It shall promote and encourage the beautification of the City through the participation of the City, the citizens of Pharr, and local business concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the common purpose of improving the beauty and cleanliness of the City. Such Committee shall also perform other duties as may be necessary and directed by the Pharr Board of Commissioners.

Sec. 2.01.3 ARTICLE 3. MEMBERSHIP.

- (A) The **Keep Pharr Beautiful Committee** is composed of five members appointed by the Board of Commissioners.
- (B) Members serve at the pleasure of the city council. Any member may be removed from their position on the committee for any reason, or for no reason, by a majority vote of the Board of Commissioners.
- (C) Members shall be appointed for a term of one, two and three years on a rotating basis and removable by the appointing authority. The Board of Commissioners shall appoint two (2) one (1) year members, two (2) two (2) year members and on (1) three (3) year members. All cases to be heard and ruled upon will always be heard by a minimum of three (3) members.

- (D) An individual member may not act in an official capacity except through the action of the committee. When a member is called upon to voice opinions at public or private functions, he/she shall indicate that he/she is speaking for himself/herself and not representing the committee or the City of Pharr unless a formal action by the **Keep Pharr Beautiful Committee** or Board of Commissioners has been taken on the specific issue.
- (E) A member who is absent for three consecutive regular meetings or half of all regular meetings in a “rolling” twelve month timeframe automatically vacates the member’s position. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member’s immediate family member, or the birth or adoption of the member’s child for 90 days after the event. The committee member must notify the Director of Parks and Recreation of the reason for the absence not later than the date of the next regular meeting of the committee. Failure to notify before the next regular meeting of the committee will result in an unexcused absence.
- (F) At each meeting, each committee member shall sign an attendance sheet which indicates that the member does not have a conflict of interest with any item on that agenda, or identifies each agenda item on which the member has a conflict of interest. Failure to sign the sheet results in the member being counted as absent and his/her votes are not counted.
- (G) A committee member who seeks to resign from the committee shall submit a written resignation to the chairman. If possible, the resignation should allow for a thirty-day notice so the Board of Commissioners can appoint a replacement.
- (H) All committee members must be a resident of the City of Pharr.
- (I) The Director of Parks and Recreation and the Assistant Director of Parks and Recreation shall be ex officio members of the Keep Pharr Beautiful Committee without a right to vote but will provide technical support and expertise to the Commission. The provisions of “Article 3. Membership. Letter (E)” do not apply to ex officio members.
- (J) Committee members serve without compensation. The committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City of Pharr unless authorize and approved by the Board of Commissioners. Committee members may be reimbursed for expenses authorized and approved by the Board of Commissioners.
- (K) Members will comply with City Ordinances, Rules and Policies applicable to the committee and its members, including but not limited to ethics, courtesy and respect. Members are prohibited from engaging in conduct that adversely reflects on the City, bears a negative impact on public perception of the City, its employees or elected and appointed officials.

- (L) Members shall not have any administrative or enforcement authority in the day to day operations of the City. They shall have no authority or right to enforce any rule, ordinance or regulation of the City. Any violations are violation of this ordinance.

Sec. 2.01.4 ARTICLE 4. OFFICERS.

- (A) The officers of the committee shall consist of a chairman and a vice-chairman and secretary.
- (B) The chairman is appointed by the Mayor and the City Council shall approve the recommendation by a vote of the majority of the Board of Commissioners during the annual appointment process. Should the Mayor fail to recommend a chairman for each committee, committee or commission, and/or the Board of Commissioners fails to approve any Chairman recommended by the Mayor, a majority of the Board of Commissioners plus one (Super-majority) may approve appointment of a chairman. The other officers (except for parliamentarian) shall be elected annually by a majority vote of the commission at the first regular meeting in January. In the event a current officer becomes ineligible to serve as an officer, the commission may hold an emergency election as needed for all officers.
- (C) The term of office shall be one year, beginning January and ending December. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of a commission for more than three consecutive one-year terms. A person who has served as an officer in a designated position of a committee for three consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office.
- (D) A member may not hold more than one office at a time.

Sec. 2.01.5 ARTICLE 5. DUTIES OF OFFICERS.

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

Sec. 2.01.6 ARTICLE 6. AGENDAS.

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

Sec. 2.01.7 ARTICLE 7. MEETINGS.

- (A) The committee meetings shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- (B) Committee meetings shall be governed by Robert's Rules of Order.
- (C) All meeting of the committee shall be open to the public. The committee shall keep minutes of its proceedings showing the vote of each member on each questions, or if absent or failing to vote. The Director of Development Services shall be custodian and possessor of records and minutes of the meetings.
- (D) The committee shall meet at least twice a month. In November of each year, the committee shall adopt a schedule of the meetings for the upcoming year, as composed by staff.
- (E) Special meetings may be called by the chairman or at the requested by three or more members. The call shall state the purpose of the meeting, the time and the date. A committee may not call a meeting in addition to its regular scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline or a deadline established by Council.
- (F) If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.
- (G) An affirmative vote of at least 3 members must be made to approve any motion.
- (H) The chairman has the same voting privilege as any other member.

- (I) The committee shall allow citizens to address the committee on agenda items and during a period of time set aside for citizen communications. The chairman may limit a speaker to three minutes. In the interest of fairness to the applicants and appellants appearing before the committee and those appearing in opposition to the same, no discussion shall be held by a member or members of this committee with the applicant, appellant, or opposition, who is attempting to influence any committee member concerning the application or other matter involving an applicant or appellant before the committee either at home or office, or in person, by telephone, letter or electronic communication. All such discussions shall be held during a meeting at which the item is posted for discussion so that all members shall have the full benefit of such a discussion.
- (J) The Parks and Recreation staff shall prepare the committee minutes. The minutes of each committee meeting must include the vote of each member on each item before the committee and indicate whether a member is absent or failed to vote on an item.
- (K) The city clerk shall retain agendas, approved minutes, internal review reports and bylaws. The Parks and Recreation Department shall retain all other committee documents. The documents are public records under Texas Local Government Code Chapter 552 (Texas Public Information Act).
- (L) Each person and committee member attending a committee meeting should observe proper decorum.
- (M) Debate and motions. Motions are usually classified in several ways:
 - (1) Main motion
 - (2) Subsidiary motion/Un-debatable motions;
 - (3) Privileged motions; and
 - (4) Fully-debatable motions.

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

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

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

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

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

Sec. 2.01.8 ARTICLE 10. AMENDMENT OF BYLAWS.

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

SECTION 2: 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 3: Repealing Clause

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

SECTION 4: Effective Date

This ordinance shall be effective immediately upon passage.

SECTION 5: Penalty Clause

Any violation of this ordinance shall constitute a voluntary and automatic resignation from the **Pharr Keep Pharr Beautiful Committee**.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the _____ day of _____, 2019, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the day of , 2019, A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on this the day of , 2019 A.D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: July 18, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-33 regulating business, storage, disposal, registration and haulers for tires. *(2nd Reading)*

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Tire ordinance currently charges \$1.50 for recycling passenger tires and \$5.00 for semi-truck tires. The amendment would raise tire recycling prices to \$3.00 for passenger tires and \$10.00 for semi-truck tires. The raise in prices is still lower than prices charged at businesses to recycle tires privately.

The ordinance will also be amended to move the tire permit cycle from October to January.

Financial Consideration:

Staff Recommendation: Staff recommends approval to stay with trends in prices and help City recover tire recycling costs.

Alternatives:

ROUTING:

Hilda Pedraza
Ricardo Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 7/18/2019
Approved - 7/18/2019
Approved - 7/19/2019
Final Approval - 8/2/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2010-33 CREATING AUTHORITY; DEFINITIONS; ENFORCEMENT; PENALTIES; REGULATION OF TIRE BUSINESSES AND REGULATIONS FOR THE PROPER STORAGE; DISPOSAL OF TIRES; REGISTRATION OF CERTAIN TIRE BUSINESSES AND TIRE HAULERS; INCLUSION IN CITY OF PHARR CODE OF ORDINANCES; REPEALING CONFLICTING ORDINANCES; AND AN EFFECTIVE DATE

WHEREAS, the City administration and the City Council have determined that tires are being improperly disposed of throughout the City of Pharr; and

WHEREAS, improperly discarded tires are a prime reproduction site for the mosquito which is the vector for the spread of dengue fever. Used tires also provide habitats for rodents, insects, and other vermin, and present a fire hazard to the residents of the City of Pharr; and

WHEREAS, the improper disposal of waste tires found throughout various areas of the city of Pharr is a major fiscal and waste management problem to the City; and

WHEREAS, it is the intent and purpose of the City to provide for the public health, safety and welfare of the residents of the City of Pharr specifically as it relates to the improper disposal of tires in the City and to eliminate the fiscal and waste management problem resulting from such improper activity; and

WHEREAS, the City Administration and Council of the City of Pharr have determined it to be in the best interest of the citizens of Pharr to adopt this ordinance for the protection of the citizens and to establish standards for transporting, proper disposal of tires and the permitting of tire businesses engaging in the resale of tires or that generate waste tires; and

WHEREAS, the City Administration and Council of the City of Pharr deem it necessary to also require the permitting and registration of waste tire haulers engaged for the purpose of transporting used or waste tires to tire recycling or disposal facilities; and hold residents accountable for such actions as to cause or let cause the illegal disposal of used or waste tires within any part of their property including street right-of way.

TIRE BUSINESS AND TIRE HAULER REGISTRATION

Section 26-186. Purpose and Intent. It is declared to be the purpose and intent of the City to protect the public health, safety, and welfare of its citizens, prevent the spread of disease and creation of nuisances, and to protect and enhance the quality of its environment. The purpose of this Article is to institute and maintain a comprehensive city-wide program for tire disposal which will assure that the storage, transportation, collection, processing and disposal of tires does not adversely affect the health, safety, and well-being of the public and does not degrade the quality of the environment.

Section 26-187. Definitions. As used in this Article, the following words and phrases shall have the meaning ascribed to them herein:

A. "*Dump*" shall mean to throw, discard, place, deposit, discharge, bury, or dispose of.

B. "*Health Director*" shall mean the person designated as being Director of Health Department of City of Pharr or Authorized representative(s) who are empowered to enforce the provisions of this article.

C. "*Manifest*" shall mean a form or document used for identifying the quantity and the origin, routing, and destination of tires during transportation from the point of generation, through any intermediate points, to an end user, processor or disposer.

D. "*Mobile Tire Repair Road Service Unit*" shall mean and include any motorized vehicle occupied, used or maintained for the purpose of providing tire repair road services that include selling, offering or exposing for sale, keeping with the intention to sell, generating, repairing, processing, storing, utilizing and disposing of any and all types of tires.

E. "*Person*" shall mean any and all persons, natural or artificial, including any individual, firm or association.

F. "*Tire*" shall mean a continuous solid or pneumatic rubber covering encircling the wheel of a bicycle, motorcycle, automobile, truck, trailer, tractor or other vehicle.

G. "*Tire Business*" shall mean and include any place or establishment engaged in the business of reselling tires or that generates waste tires and is occupied, used or maintained for the purpose of offering, transporting, repairing, processing, storing, utilizing and disposing of any and all types of such tires.

H. "*Tire Recycling Facility*" shall mean any facility, mandated and licensed which recycles or properly disposes tires.

I. "*Scrap/Used/Waste tire*" shall mean a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect. Waste tire also includes any tire that is destined for a tire disposer or reprocessor (i.e. recapper).

J. "*Waste tire hauler*" shall mean any person or company engage in the business of picking up or transporting waste tires for the purpose of removal to a tire recycling facility, waste tire disposer, processor, end user, or disposal facility.

K. "*Waste tire disposer*" shall mean any person or company who is approved to receive waste tires from waste tire generators or waste tire haulers for the purpose of waste tire processing, shredding or otherwise facilitating recycling or resource recovery techniques for waste tires.

L. " *Waste tire generator*" shall mean any person or entity that generates waste tires. Generators may include, but are not limited to: retail tire dealers, retreaders, tire shops, waste tire disposers not approved by TCEQ, EPA, automotive dealers, maintenance shops, garages, service stations, any tire business.

Section 26-188 Residential Property. Owners or renters of property within the City of Pharr's city limit and its E.T.J. may not cause or let cause, suffer the accumulation of scrap, waste tires within their private property or right-of-way. City of Pharr will not pick up used or waste tires from private property or right-of way.

- A. **Accumulation.** No Residential zoned property will be allowed to store more than five (5) Scrap, waste tires on or around property which they own or occupy. In case of a tire dump, the property owner, contractor, developer, builder or other person responsible for the property shall cause the property to be cleaned and to come into full compliance with this ordinance. City of Pharr shall not be responsible for any cost of cleanup or remediation.
- B. **Right-of-way.** Scrap, Used Tires are not to be placed on street Right-of-way. Residential properties that cause or let cause the accumulation of used tires on street right-of-way shall be solely responsible for the pick-up and delivery of such used tires to a tire recycling facility at their own cost.
- C. **Enforcement.** The City of Pharr Code Enforcement Division, Police Department and Public Works Department shall be responsible for enforcement of ordinance.
- D. **Disposal of tires.** Residents can dispose of four (4) rimless passenger tires a month at City's recycle center free of charge. Any tire thereafter can be disposed of for a fee of \$3.00 each.
- E. **Violation and Penalties.** Any resident violating or failing to comply with any provision of this ordinance shall be guilty of a misdemeanor, subject to a civil penalty of \$100.00 up to \$1,000.00 for each offence as determined by the City's Municipal Court. Each day of continued violation(s) shall constitute a separate offence. The expenses incurred by the City of Pharr for cleanup, enforcement of violations and penalties shall be chargeable to the violator, including, but not limited to: court costs, filing fees, special investigations, mutual aid assistance from other agencies and other costs necessary for the reasonable enforcement of this ordinance. Remedies will be as follows:
 - 1. In the event that any person violates any provision of this ordinance, the City or other appropriate authority may, in addition to other remedies, institute an action for injunction, cleanup or stop work orders, mandamus, irreversible damage fines, lien on property or other appropriate action or proceeding to prevent such unlawful acts or to correct or abate any such violation. In addition, the City may immediately revoke or suspend any and all business issued permit until such time that compliance is met, or until the ruling of a Court of competent jurisdiction is obtained, at which time respective permits may be reissued; and

2. Upon finding evidence of violation, a Notice of Violation may be issued at the discretion of the enforcing officer(s) in lieu of a citation. In the absence of corrective action or in the event that a second violation occurs, the evidence constituting the Notice of Violation may be submitted as evidence for consideration as a first offense before a Court with competent jurisdiction; and
3. If a person is found guilty of a violation of the provisions of this ordinance, the Court and/or the City Commission may cause written notice to be given or incorporate into the Court Order to the violator instructing that person to properly address any provision still remaining in violation of this ordinance for which said violator is convicted.

Section 26-189 Tire Business Permits. All tire businesses located within the City limits and it's E.T.J., engaging in the resale of tires or the generation of waste tires shall be issued a permit annually by the City of Pharr, Public Works Department for a non-refundable fee of thirty-five (\$35.00) dollars. Tire businesses with multiple locations must purchase a permit for each location. Tire businesses that have their own trucks utilized to transport waste tires will receive one (1) decal included with the permit fee. A separate decal must be purchased by such business for any additional truck utilized by the tire business to transport waste tires at a cost of twenty (\$20.00) dollars per decal. If such business has a Mobile Tire Repair road service unit the permit/decal will be one hundred dollars (\$100.00) for each unit in service. The City's Code enforcement department will conduct random inspections of such tire business for the sake of monitoring compliance with the foregoing requirement.

A. Application. Every person, firm or corporation obligated to comply with the permit requirement set forth herein shall make written application to the City. The application shall be made on a form obtained from the City of Pharr, Public Works Department, setting forth, among other things the following:

1. Name, physical address, telephone and facsimile number (if applicable), of the applicant.
2. Tax identification number or tax payer identification number.
3. Proof of current county business license, issued to the applicant at the proposed business address.
4. Conditional Use Permit issued by Planning and Zoning Department.
5. Name, mailing address, telephone and facsimile number of the owner of the tire business (if different from #1 above).
6. Estimated number of tires that will be stored on site.
7. The current physical address of the site.
8. A statement setting forth and describing the available space for properly accommodating and protecting all tires (site plan showing storage area and buildings).
9. Proof of insurance required as per Texas Financial Responsibility laws.

10. Such other and further information as the Public Works Department may require.

B. Annual Fees.

1. All permit and decal fees are due annually by January 1st, of each calendar year at the City of Pharr's Public Works Department office. These annual fees shall be paid in advance of the issuance of such permit and decal and shall be prorated as necessary.
2. A current valid permit or decal may be replaced by the Public Works Department for a fee of twenty (\$20.00) dollars.

C. Issuance. The Public Works Department shall issue a permit and decal to a tire business which submits the required and completed application, pays to the City the fee as required in this Article, and has demonstrated compliance with this Article and all applicable city ordinances. Each tire business registered in accordance with the provisions of this Article shall immediately post such permit and decal in a prominent manner, or cause such permit to be posted in conspicuous place within the premises where such tire business is thereby authorized to be established, maintained or operated. The decal shall be conspicuously displayed on each vehicle owned by such tire business that is utilized to transport used or waste tires. Any permit or decal issued hereunder shall not be sold, assigned, mortgaged or otherwise transferred, by doing so, permit and decal shall be revoked and will be considered null and void and person or company will not be allowed to apply for re-issue of permit till after a term of one (1) year from date of citation. Permit and decal shall expire upon termination of the existence of the tire business or revocation of such business' permit.

D. Effective Period. The permit shall be effective beginning on January 1st until the next ensuing 31st day of December, on and after which date it shall be null and void.

Section 26-190 Tire Hauler Permit. All tire haulers, not affiliated with a tire business that is properly permitted as required herein, transporting used or waste tires within the City limits shall be issued a permit and decal annually by the City of Pharr Public Works Department for a non-refundable fee of Twenty-five (\$25.00) dollars. Tire haulers with multiple locations must purchase a permit for each location. Tire haulers will receive one (1) decal included with the permit fee. A separate decal must be purchased by such hauler for any additional vehicles utilized by the hauler to transport waste tires at a cost of \$15.00 per decal/vehicle.

A. Application. Every person, firm or corporation obligated to comply the permit and decal requirements set forth herein shall make written application to the City. The application shall be made on a form obtained from the City of Pharr, Public Works Department, setting forth, among other things, the following:

1. Name, physical address, telephone and facsimile number for the applicant.
2. Tax identification number or tax payer identification number (if applicable).
3. Proof of current State, County, City License.

4. Proof of insurance required in accordance with the State of Texas' Financial responsibility laws.
5. Such other and further information as the Public Works Department may require.

B. Annual Fees.

1. All permit and decal fees are due annually by January 1st of each calendar year at the City of Pharr's Public Works Department. These annual fees shall be paid in advance of the issuance of such permit, such fee shall be prorated as necessary.
2. A current valid permit or decal may be replaced by the Public Works Department for a fee of Fifteen (\$15.00) dollars.

C. Issuance. The Public Works Department shall issue a permit and decal to a tire hauler who submits the required and completed application, pays to the City the fee as required in this Article, and has demonstrated compliance with this Article and all applicable city ordinances. Each waste tire hauler registered in accordance with the provisions of this Article shall conspicuously post and maintain such decal in his/her vehicle which is used for transporting tires, at all times. Any permit or decal issued hereunder shall not be sold, assigned, mortgaged or otherwise transferred, by doing so, permit and decal shall be revoked and will be considered null and void and person or company will not be allowed to apply for re-issue of permit till after a term of one (1) year from date of citation. The permit or decal issued shall expire upon termination of the tire hauler's business or revocation of such hauler's permit.

D. Effective Period. The permit shall be effective beginning on January 1st until the next ensuing 31st of December on and after which date it shall be null and void.

E. Permit Exemptions. The following entities are exempt from the tire hauler permit requirements:

1. A tire hauler who is regulated or licensed by and is currently in compliance with, state or federal agencies such as the DOT; or
2. A private entity transporting the individual's own waste tires to an approved disposal or tire recycling facility.

Section 26-191 Denial of Permit or renewal; suspension or revocation of permit.

In addition to the penalties set forth in Sec. 26-201, the Public Works Department may refuse to issue or renew a tire business or tire hauler permit or may suspend or revoke such permit or decal if:

1. The applicant or permit holder refuses to allow entry into the tire business by the authorized representative(s) of the City or otherwise willfully obstructs the inspection of the tire business; or
2. There are repeated or a serious violation(s) occurs of any City Ordinance by the tire business or tire hauler; or
3. The tire business or tire hauler fails to comply with any provisions of this Article and/or any other applicable city ordinance(s); or
4. The tire business or tire hauler fails to comply with any applicable state or federal law, rule or regulation; or
5. The tire business knowingly authorizes a tire hauler who is not properly permitted as required in Section 26-190 to transport tires on behalf of such business.

Section 26-192 Destruction of Tires. Any tire that is no longer suitable for its original intended purpose or deemed unfit for resale by a tire business shall be rendered unusable and shall be properly disposed of at an authorized tire disposal or recycling facility. Each tire business shall have six (6) months from the effective date of this ordinance to comply with this provision. Failure to comply with this requirement shall be grounds for revocation of the permit holder's permit in accordance with Section 26-191.

Section 26-193 Storage of Tires. Tire Business shall properly store tires at each facility in accordance with local, state and federal law. To eliminate potential nuisances of litter, insect breeding, fire hazards and other health and safety risks, each tire business shall at all times during storage:

1. Store tires in covered or enclosed areas, or under an impermeable cover, in accordance with applicable health and safety laws, included but not limited to the City's fire code or Property Maintenance Code, to prevent the accumulation of water.
2. Secure tires at each facility to prevent easy access or theft. Lock, chain or store inside a building or other securable structure.
3. Accumulate tires in piles in accordance with the City's fire prevention code.
4. Isolate tires from other stored materials that may create hazardous products if there is a fire, including, but not limited to, paints, fuels, electricity, lead acid batteries, fuel tanks, solvent barrels, and pesticide container(s) and such.
5. Store no more than 10 per 250 square feet outside storage.

Section 26-194 Disposal of Tires.

- (a) It shall be unlawful for any person or tire business to cause, suffer or allow the dumping of tires at any place in the City of Pharr including, without limitation, in or on any public highway, road, street, alley, or

- thoroughfare, including any portion of the right of way thereof, any public or private property in the City or any waters in the City.
- (b) It shall be unlawful for any person in a residential zone to accumulate more than five (5) scrap tires on or around property which they own or occupy.
 - (c) A retail tire dealer may hold up to 250 scrap tires in storage.
 - (d) It shall be unlawful for any person or tire business to cause, suffer, or allow the disposal of whole tires in a landfill.
 - (e) Tires shall be properly disposed of in accordance with Section 26-195 by the delivery and manifesting of tires to an authorized tire disposal or tire recycling facility designated by the City. Tire Businesses contracting with a tire hauler(s) for the proper disposal of tires generated by such business shall require such hauler(s) utilize a transmittal manifest documenting the pick-up and delivery of the tires to an authorized tire disposal or tire recycling facility.
 - (f) Businesses may dispose of semi-truck tires for a fee of \$10.00 each or passenger tires for a fee of \$3.00 each at the City's recycling center.

Section 26-195 Disposal Records/Transmittal Manifest

- A.** Tire Businesses shall keep disposal records in the form of a transmittal manifest, as prescribed by the City, at each business location for a minimum of three (3) years and make such records readily available upon request at reasonable hours for inspection by representatives of the City. The manifest must be maintained and signed off in triplicate and clearly state the following information:
 - 1. Name, address, telephone number, permit number and authorized signature for the tire hauler; and
 - 2. Name, address, telephone number, and authorized signature of the tire business who is contracting for the removal of the tires along with the permit number for such business; and
 - 3. Date of removal/transport and the number of tires being transported; and
 - 4. Name, address, and telephone number of the location where the tires are to be delivered; and
 - 5. Upon delivery, the name and signature of the person accepting the tires, including the date of acceptance.
- B.** The manifest required by this section shall at all times accompany tires while in transit. Any tire business directly delivering waste or used tires generated at its business location to a tire disposal or tire recycling facility must also utilize the transmittal manifest and make such manifest available for production or inspection by representatives of the City, upon request. The original manifest shall be maintained by the tire business evidencing all information and signatures required herein,

notwithstanding the use of a tire hauler or direct delivery by the tire business. A tire hauler contracted to deliver tires to a recycling facility or disposal facility must maintain a duplicate copy of the manifest reflecting the delivery of such tires for proper disposal. The tire recycling or tire disposal facility shall sign the manifest upon acceptance of the tires and also maintain a copy of the manifest for the facility's records.

Section 26-197-199 Reserved

Section 26-200 Administration/Enforcement

- A.** Administration and Enforcement of this Article shall be the responsibility of the Code Enforcement/Public Works Department/Police Department/Community Planning and Development Department/Health Director. The City, by and through its authorized representatives, is hereby authorized to enter any property regulated by this ordinance, at reasonable or necessary times in order to properly inspect for violations.
- B.** The Public Works Department/Code Enforcement is hereby authorized to promulgate all such rules and regulations considered necessary and proper to effectuate the implementation and enforcement of this Ordinance.
- C.** The Police Department is hereby authorized to stop and investigate any and all trucks, trailers or persons engaged in scrap tire selling, hauling, moving transporting, or delivering and subject to the regulation requirements of this ordinance in order to verify compliance with this ordinance.
- D.** Should a violation or attempted violation of this ordinance occur, the City Attorney or other city personnel may take any action or enforce this ordinance to prevent and summarily abate the action, remove or seize any goods and other 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, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr, and any and all other relief as may be necessary.

Section 26-201 Violations and Penalties. In addition to the penalties set forth in Sec. 26-191, any tire business or tire hauler violating or failing to comply with any provision of this ordinance shall be guilty of a misdemeanor, subject to a civil penalty of \$50.00/\$500.00 up to \$1,000.00/\$2,000.00 for each offence as determined by the City's Municipal Court. Each day of continued violation(s) shall constitute a separate offence.

- (a) The improper storage of one or more tires shall constitute a separate offense per tire and be punishable by a fine of fifty (\$50.00) dollars for each improperly stored tire on the location of the tire business. Each day of continued violation of this subsection constitutes a separate offense.
- (b) The transport of one or more tires without the required permit and decal shall constitute a separate offense per tire and be punishable by a fine of fifty (\$50.00) dollars for each tire being transported in violation of this Article. Each day of continued violation of this subsection constitutes a separate offense.
- (c) The improper dumping of a tire shall constitute a separate offense per tire and be punishable by a fine of one hundred (\$100.00) dollars for each tire found improperly dumped that is related back to a specific tire business. Each day of continued violation of this subsection constitutes a separate offense.
- (d) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

Section 26-202 Injunctive Relief. In addition to, and cumulative of, all other penalties herein provided, the City of Pharr shall have the right to seek injunctive relief, for any violation(s) of this Article.

Section 26-203-220 Reserved.

SECTION 2. REPEAL. All ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed.

SECTION 3. CUMULATIVE. This Ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 4. BE IT FURTHER ORDAINED. That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. 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 shall also be in caption form as allowed under Section 9 of the City of Pharr Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD
OF 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

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD
OF 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

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY
THE BOARD OF 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.G.

DATE SUBMITTED: July 18, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-12 (animal control). *(2nd Reading)*

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Animal control ordinance requires amending to change contracted animal shelter and pets allowed per households. The ordinance currently has Palm Valley Animal Center as the City's shelter and the current shelter is Weslaco Animal Shelter.

Currently the city has had issues residents having too many dogs/ puppy farms in where puppies are bred for profit and not to have as pets. This ordinance would set a limit of 3 pets per household and allow residents to apply for a variance contingent upon a site visit and interview with animal control officers.

Animal Control would enforce this new ordinance on a case by case basis.

We will also be amending the way animal officers pursue animals at large by allowing animal control officers to pursue animals in unenclosed private property in order to catch the animals quickly.

We also amended the ordinance to change to City's contracted animal shelter instead of Palm Valley Animal Center.

Financial Consideration:

Staff Recommendation: Staff recommends approval in order to have an ordinance to mitigate having more than three dogs unless criteria is met, combat puppy farms and

allow for animal control officers to catch animals at large quicker.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 7/18/2019
Ricardo Pedraza	Approved - 7/30/2019
Patricia Rigney	Approved - 7/30/2019
City Management Office	Final Approval - 8/2/2019

ORDINANCE NO. O-2019-__

AN ORDINANCE AMENDING AND SUPERSEDING ORDINANCE NOS. O-2017-12 AND O-2015-23 SECTION 18 OF THE CODE OF ORDINANCES; ADOPTING PROVISIONS RELATED TO TETHERING AND CONFINEMENT; ADOPTING PROVISIONS RELATED TO QUARANTINED METHOD AND TESTING; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE; PROPER NOTICE OF MEETING; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

WHEREAS, 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

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

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- Sec. 3. Unvaccinated dogs or cats are a nuisance.**
- Sec. 4. Unlawful to harbor, feed or care for animals on city property. Unlawful to raise, keep, pen or harbor domesticated animals in city limits. Prohibiting wild animals in city limits. City's presence on private property.**

- Sec. 5. Animal Permit Application and fees.**
- Sec. 6. Sale of pets; pet shop permit required; prohibitions; application; fees; inspections; requirements; revocation; exceptions.**
- Sec. 7. Animal Shelter.**
- Sec. 8. Dogs running at large (leash law).**
- Sec. 9. Tethering and confinement**
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SECTION 1. DEFINITIONS.

The following words, terms and phrases, when used in this Ordinance shall have the following meanings, except where the context clearly indicates a different meaning:

Altered means spayed or neutered.

Animal Shelter means a facility that keeps or legally impounds stray, homeless abandoned, or unwanted animals.

Cat means either a male or female animal of the feline species, whether altered or not.

Designee means, with reference to animal control personnel of the Pharr Public Works Department, any person or entity authorized to exercise any authority assigned by administrative personnel under this Ordinance which may include any regional entity and any veterinarian.

Dog means either a male or female animal of the canine species, whether altered or not.

Feral animal means an animal that is wild, untamed, endangered, or has no ascertainable owner. It shall be reputably presumed that a cat or dog not bearing a current license tag as required by Section 2(i) has no ascertainable owner and is a feral cat or dog.

Fowl means, any various bird widely domesticated (duck, goose, turkey, pheasant, chicken, turkey, etc.).

Intact means not spayed or neutered.

Kennel means any permanent or temporary enclosure erected for the purpose of confining a dog.

Livestock means, any widely domesticated animal (horse, cattle, pig, sheep, goat, etc.)

Owner means any person who owns an animal that is within the limits of the city.

Owner's premises means any lot, tract or parcel of land, whether or not under common ownership, including all buildings thereon and appurtenances, which are owned or leased by an owner, as well as any vehicle, travel trailer, or motor home owned or leased by an owner.

Pet means any domestic animal kept for any reason other than utility.

Pet shop means any place where pets are sheltered, enclosed or grouped for wholesale or retail sale.

Run at large means to be free of physical restraint beyond the boundaries of the owner's premises. When controlled by a leash held by a competent person a dog or cat shall not be deemed to be running at large. Fixed length leashes shall not exceed 12 feet in length. Retractable leashes shall be lockable at 6 feet and shall not exceed 25 feet in total length. A dog or cat that is free of physical restraints within the confines of an animal park and in compliance with park regulations shall not be deemed to be running at large.

Stray is an animal running at large and without an ascertainable owner. It is a rebuttable presumption that a cat or dog without a current license tag as required by Section 2 has no ascertainable owner.

Wild Animal means, any animal from a natural, undomesticated state (lion, tiger, ape, bear, wolf, etc.)

SECTION 2. CATS AND DOGS; LIMITATIONS, LICENSE AND VACCINATION REQUIRED; FEES; FEE EXEMPTIONS AND DISCOUNTS.

- (a) It shall be unlawful for any person to own, house, board, or have more than three dogs more than four months of age at any one residence within the city, unless such residence is more than 150 feet from any other residence, or unless such dogs are so housed, fenced, controlled and kept as to create no disturbance to the neighborhood.
- (b) Owners of dogs or cats four (4) months of age or older are required to have each currently licensed as provided in this Ordinance.
- (c) No license shall be issued under this Ordinance unless the application is accompanied by a certificate from a veterinarian licensed to practice in any state or territory of the United States, showing that the animal for which the license is sought has a current rabies vaccine. Any licensed animal shall be issued a metallic tag, having stamped thereon the year of issuance and the number corresponding to the number on the certificate.
- (d) The initial license shall be valid for one year, upon the expiration of which, and provided a three-year licensed vaccine is administered, a three-year renewal license may be issued, the application must be accompanied by a certificate from a veterinarian licensed in Texas, showing that the animal received a booster within one year of receiving the first vaccination. Subsequently, renewal license applications must be accompanied by similar certificates showing that the vaccination against rabies is current. The renewal license shall be valid for up to three years but not beyond the currency of the animal's vaccination.
- (e) If adequate and sufficient proof is presented that a cat or dog entering into the City has current vaccinations, then may a license be issued with its term pro-rated.

- (f) Cat and dog licenses shall be issued by the animal control officer or designee upon compliance with the requirements of this Ordinance and payment of the required fees. The initial license fee for dogs and cats shall be \$10.00, and fees for subsequent 3-year renewal licenses shall be \$30.00. License fees may be collected, and the license certificate and metallic tag delivered to the pet owner by veterinarians administering the vaccines, provided they have registered with and been designated by an animal control officer, use the forms required by the animal control officer, and follow such regulations as may be established by the animal control officer regarding the collection and transmittal of such fees and the delivery of license certificates and tags. Designated veterinarians shall be entitled to a processing fee of \$1.00 per license issued.
- (1) Law enforcement, assistance, and service dogs must comply with the vaccination and licensing requirements but shall be exempted from payment of the license fee.
- (2) The fee for altered cats and dogs shall be one-half the regular fee if, at the time such fee is paid, proof is presented that the animal has been altered. Upon the filing of an application within 60 days of issuance of the license, with sufficient proof that the animal is altered, a pet owner who was unable at the time of issuance to prove the animal was altered shall be reimbursed one-half of the fees. A certificate issued by a veterinarian licensed in the State of Texas will be sufficient proof. An animal shall be reputably presumed to be intact if the owner does not provide adequate and sufficient proof that it has been altered.
- (g) Prior to the issuance of a cat or dog license, pet owners applying for the same other than through the vaccinating veterinarian must present a certificate from a veterinarian licensed in any state or territory of the United States showing the animal has been vaccinated for rabies in compliance with the requirements of this Ordinance, and must apply on such form as may be required by an animal control officer. The owner shall state their name, address, and telephone number along with the breed, color, age, name, and sex of the dog or cat to be licensed.
- (h) Upon payment of the license fee, if applicable, and compliance with vaccination and all other applicable requirements and conditions of this Ordinance, a license certificate and a metallic tag shall be issued for the licensed animal.
- (i) The animal license tag issued shall not be transferable from one dog or cat to another and it shall be unlawful for the owner or person having control over or custody of any dog or cat to transfer such license tag from the dog or cat for which such tag was issued to any other dog or cat.
- (j) Every person having ownership of a dog or cat for which a license is required

under this Ordinance must ensure that the license tag is worn by the animal at all times whenever it is outside its owner's premises.

- (k) Every dog and/or cat, and every dog and/or cat owner, temporarily in the city for a period of no more than 60 days, and which dog and/or cat has been vaccinated as required by the laws of the regular domicile of the dog and/or cat or its owner, shall be exempted from the license and tag requirements of this division; provided, that any such dog or cat shall at no time be permitted to run at large or to remain unattended and shall be free from disease. The burden of proof shall be upon any dog and/or cat owner charged with violation of this division to establish the fact that he has well and truly complied with the laws of his domicile or regular place of residence.
- (l) In any prosecution under this Ordinance it shall be reputably presumed that at the time of the alleged offense an animal was not currently vaccinated, and that no valid license had been issued for the animal, unless it was wearing a valid license tag issued pursuant to this section.

SECTION 3. UNVACCINATED DOGS OR CATS ARE A NUISANCE.

When not confined on the owner's premises, any dog or cat found in or within 5,000 feet of the City's corporate limits, except where such distance lies in an incorporated area of another city, that is found without a current tag issued as required in Section 2(b), shall be reputably presumed to be unvaccinated and is hereby declared to be a nuisance. An animal control officer or designee is hereby authorized pursuant to impound any such dog or cat. The owner shall be notified of the impoundment in a manner similar to that required by Section 15. Such animal may not be released unless its owner furnishes proof of vaccination and licensing or shall cause the animal to be vaccinated and licensed. If within days of service of notice to the animal's owner does not claim such animal and fully comply with the requirements of this division then the animal may be humanely disposed of in accordance with the procedures of the animal control officer or designee.

SECTION 4. UNLAWFUL TO HARBOR, FEED OR CARE FOR ANIMALS ON CITY PROPERTY. UNLAWFUL TO RAISE, KEEP, PEN OR HARBOR OF DOMESTICATED ANIMALS IN CITY LIMITS. PROHIBITING OF WILD ANIMALS IN CITY LIMITS. CITY'S PRESENCE ON PRIVATE PROPERTY

(a) It is unlawful for any unauthorized person to regularly or routinely harbor, feed, care for or provide any form of sustenance to an animal on city property or right-of-way.

(b) It shall be unlawful for any person to raise, keep, pen or harbor any domestic fowl, livestock, or feral animal, or other endangered species upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

(c) City prohibits any and all undomesticated wild animals in its limits; or otherwise as stated in Section 5 of this ordinance

(d) Unless entry is necessary for the enforcement of the provisions of this ordinance, city personnel will not be responsible for entrance upon private property for the removal or care of any animal, fowl, reptile, or insect including but not limited to bees.

SECTION 5. ANIMAL PERMIT APPLICATION; FEES

- (a) Animal permit application shall be obtained for the use of a pet shop, pet store, grooming shop, livestock, dangerous/vicious dog; Any and all permits shall be renewed annually
- (b) Animal permit application shall be obtained for *special events*- circus, rodeo, animal show, petting zoo, animal exhibit, dangerous wild animal, temporary zoo.
- (c) Animal permit applications for special events shall be submitted at least 20 days before permit is needed and is to be terminated immediately after event.
- (d) Animal permit fee shall be \$150.00 and permittee agrees to the inspections provided for in this section.

SECTION 6. SALE OF PETS; PET SHOP PERMIT REQUIRED; PROHIBITIONS; APPLICATION; FEES; INSPECTIONS; REQUIREMENTS; REVOCATION; EXCEPTIONS.

- (a) It shall be unlawful for any person to maintain or operate a pet shop without a permit. Application for a pet shop permit shall be on a form prescribed by the animal control officer or designee, provide such information as the animal control officer or designee shall require, and specify the number and type of animals to be maintained. It shall be unlawful to maintain more animals or types of animals than allowed by such permit.
- (b) It shall be unlawful to sell or to allow the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location. No pet shop permit shall be issued for the sale of pets in flea markets, or on a roadside or any other outdoor or unenclosed location.
- (c) It shall be a condition of the issuance of pet shop permits that the permittee agrees to the inspections provided for in this section. The application fee shall be \$150. Pet shop permits shall be annually renewable.
- (d) Pet shop premises shall be inspected by an animal control officer or designee prior to the issuance of any permit, and the same shall be subject to random inspections as well as to inspections based on complaints.
- (e) Pet shops shall be kept and maintained in a clean manner, free from odors detectable at or near neighboring property.
- (f) Pet shops shall be constructed and maintained in accordance with this

ordinance and all applicable state law regulating pet shops and/or the sale of pets, as the same may hereafter be amended from time to time.

- (g) Pet shop permits are subject to revocation by an animal control officer or designee, for failure to operate the same in accordance with this ordinance and all applicable state laws.
- (h) It shall be unlawful to transact a sale of any offspring of an owner's pet or other animal upon any premises of less than one acre (43,460 square feet) and within 200 feet from any residence or residential building, hotel, motel, church, public or private school, boarding house, duplex, apartment house, cafe or restaurant of any type, or place of business or other entity manufacturing, distributing, or selling at retail or wholesale food products of any type.

SECTION 7. ANIMAL SHELTER; CITY OF PHARR

- (a) Animal shelter shall comply with the standards under the Health and Safety code Title 10. Health and Safety of Animals for:
 - 1. Housing and sanitation existing on September 1, 1982, and adopted under Chapter 826; and
 - 2. Animal control officer training adopted under Chapter 829
- (b) Animal shelter shall separate animals in its custody at all times by species, by sex (if known), and if the animals are not related to one another, by size.
- (c) Animal shelter may not confine healthy animals with sick, injured, or diseased animals.
- (d) Each person who operates the animal shelter shall employ a veterinarian at least once a year to inspect the shelter to determine whether it complies with the requirements of Chapter 823 and 829 "Animal Shelters" of the Health and Safety Code.
- (e) Personnel operating the animal shelter shall keep records of the date and disposition of animals in its custody, and make the records available for inspection at reasonable times.
- (f) All stray or running at large live animals will be held for a period of 72 hours at city animal shelter before transferred to City's contracted Animal Shelter.
- (g) Advisory Committee;
 - 1. The city shall appoint an advisory committee to assist in complying with the requirements of Chapter 823. Animal Shelters of the Health and Safety Code.
 - 2. Advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization.
 - 3. The advisory committee shall meet at least three times a year.
- (h) An S.O.P.- Standard Operating Procedure shall be established in accordance with this section and administered all times while operating the animal shelter.
- (i) Associated fees for the shelter are as follows;
 - 1. Boarding/Feeding: \$20.00 daily

2. Critical Care: (Veterinarian to charge city and city will charge owner).
3. Quarantine Charge: \$150.00 (10 days)
4. Rabies Vaccination: if no proof, \$50.00 deposit is required and returned with proof after discharge
5. Flea Dip: \$15.00 per animal
6. City License: Section 2 of this ordinance shall apply

SECTION 8. ANIMALS RUNNING AT LARGE (LEASH LAW); HYGIENE; PUBLIC AREAS AND EVENTS.

(a) It shall be unlawful to allow any animal, including but not limited to livestock, dogs, or cats, and fowl to run at large within the city. An animal control officer or designee is hereby granted the authority to pick up and cause to be impounded any animal found running at large in the city. The impoundment notice and hearing procedures of this Ordinance shall apply in the case of any such animal.

(b) The owner of every animal shall be responsible for the removal of any excreta deposited by the animal on public property, walks, recreation areas or the property of others.

(c) All owners at all times shall restrain their animals with a leash or within a building or adequate fence.

(d) It shall be unlawful for any person to take any animal, whether under a leash or allowed to run at large, upon any city-owned or controlled park or recreational facility at any time during an organized event, athletic activity, or practice. The event, activity, or practice need not be sponsored or organized by the City for a violation to occur. At any other time in which an animal is not prohibited upon any city-owned or controlled park or recreational facility, it shall be unlawful for any person to take any animal upon any city owned or controlled park or recreational facility that proximately results in an unclean, unsafe, and/or filthy environment or condition.

(e) It shall be an affirmative defense to prosecution that the animal has been brought upon the premises of a park or recreational facility during the periods prohibited under this section as a legitimate accommodation of a person's handicap such that the same would be covered under the Americans with Disabilities Act.

(f) When an animal control officer has commenced pursuit of an animal running at large, he may continue the pursuit and follow the animal unto any unenclosed private property for the purpose of apprehending it as soon as possible.

SECTION 9. TETHERING AND CONFINEMENT

DEFINITIONS.

In this subchapter:

- 1) "Collar" means any collar constructed of nylon, leather, or similar material, specifically designed to be used for a dog.
- 2) "Owner" means a person who owns or has custody or control of a dog.
- 3) "Properly fitted" means, with respect to a collar, a collar that measures the

circumference of a dog's neck plus at least one inch.

- 4) "Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.
- (a) An owner may not leave a dog outside and unattended by use of a restraint that unreasonably limits the dog's movement:
 - 1) between the hours of 10 p.m. and 6 a.m.;
 - 2) within 500 feet of the premises of a school; or
 - 3) in the case of extreme weather conditions, including conditions in which:
 - i. the actual or effective outdoor temperature is below 32 degrees Fahrenheit;
 - ii. a heat advisory has been issued by a local or state authority or jurisdiction; or
 - iii. a hurricane, tropical storm, or tornado warning has been issued for the jurisdiction by the National Weather Service.
 - (b) In this section, a restraint unreasonably limits a dog's movement if the restraint:
 - 1) uses a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
 - 2) is a length shorter than the greater of:
 - i. five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
 - ii. 10 feet;
 - 3) is in an unsafe condition; or
 - 4) causes injury to the dog.
 - (c) Any confinement of a dog shall be secure, whether indoors or outdoors.
 - 1) If outdoors, the dog shall be confined in an enclosed and locked kennel.
 - 2) Kennels, whether indoors or outdoors, must be large enough for a dog to comfortably have shelter from the elements, provide at all times access to shade and water, allow a reasonable amount of space for movement, and a place to eliminate body waste.
 - 3) Kennels must have minimum dimensions of five feet by ten feet and must have secure sides and, if outdoors, a secure top attached to the sides in order to make it escape proof.
 - 4) If a concrete slab floor or patio block floor over sand is not provided for an outdoor kennel, the bottom must be wire fencing or similar material that is secured to the sides, and otherwise the sides must be embedded into the ground no less than two feet.
 - 5) All kennels must be adequately lighted and kept clean and sanitary.
 - 6) The dog shall be taken out of the kennel daily for training, playtime, exercise, and attention.

EXCEPTIONS.

This Section does not apply to:

- (a) a dog restrained to a running line, pulley, or trolley system and that is not restrained to the running line, pulley, or trolley system by means of a pinch-type, prong-type, choke-type, or improperly fitted collar;

- (b) a dog restrained in compliance with the requirements of a camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
- (c) a dog restrained for a reasonable period, not to exceed three hours in a 24-hour period, and no longer than is necessary for the owner to complete a temporary task that requires the dog to be restrained;
- (d) a dog restrained while the owner is engaged in, or actively training for, an activity that is conducted pursuant to a valid license issued by this state if the activity for which the license is issued is associated with the use or presence of a dog;
- (e) a dog restrained while the owner is engaged in conduct directly related to the business of shepherding or herding cattle or livestock; or
- (f) a dog restrained while the owner is engaged in conduct directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

SECTION 10. ANIMAL NOISE LEVEL.

It shall be unlawful to keep any animal in the city which by loud, frequent or habitual barking or howling shall cause annoyance and/or disturb the peace and quiet of any person. Any such person who believes that there has been a violation of this section shall have the right, and it shall be his duty, to file a complaint against the owner or keeper of such dog in the Municipal Court of the city, whereupon a hearing within a reasonable time thereafter shall be held and a determination made as to whether such alleged loud, frequent or habitual barking annoyed and disturbed the peace of such person; and if so, the Court may thereupon declare such loud barking or howling dog to be a public nuisance and order such dog to be picked up, impounded and/or destroyed, or the owner to be fined as provided

SECTION 11. VICIOUS ANIMAL DECLARATION.

- (a) *Vicious animal* means any animal:
 - (1) with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of human beings or domestic animals;
 - (2) which, without provocation, has attacked or injured a human being or domestic animal.
 - (3) owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting;
 - (4) which, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack; or
 - (5) which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed of tendencies to attack or to bite human beings or other animals.
- (b) If an animal control officer or designee has cause to believe that an animal is vicious as defined in subsection (a) hereof, the animal control officer or designee shall so find and declare that animal a vicious animal.
- (c) No animal may be declared vicious for injury or damage sustained by a person

who was committing a willful trespass or other tort upon the premises of the animal's owner.

- (d) No animal may be declared vicious for injury or damage sustained by a person who was teasing, tormenting, abusing or assaulting the animal.

SECTION 12. VIOIOUS ANIMAL DECLARATION—NOTICE AND ORDER.

- (a) Within five days of declaring an animal vicious, an animal control officer or designee shall notify the animal's owner in writing of the declaration by personal service. In the alternative, service may be by certified mail and by posting on the animal owner's property, in which case service of shall be deemed completed upon mailing. The notice shall:
 - (1) identify the requirements and conditions for maintaining a vicious animal as set forth in Section 14;
 - (2) order the owner to immediately comply with the confinement and other requirements of that section; and
 - (3) advise of the owner's right to a hearing under Section 13.
- (b) If the animal owner's identity cannot otherwise reasonably be ascertained, it shall be reputably presumed that its owner is the owner of the property where it was located. In the case of stray animals an attempt to notify the owner is not necessary. If within five days of service of the notice and order there is failure to comply with the requirements and conditions for maintaining a vicious animal, an animal control officer or designee may order the impoundment and destruction of the animal, pursuant to Section 16, and if applicable, comply with the notice and hearing requirements of Section 18.

SECTION 13. VIOIOUS ANIMAL DECLARATION—HEARING.

- (a) The owner of an animal declared vicious shall have the right, within five days after service of the notice under Section 12, to personally serve upon the animal control officer, designee, or an employee of the Pharr Public Works Department written request for a hearing to contest the vicious animal declaration. The animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The hearing under this section shall be before a Municipal Judge of the City and shall be formal, and strict rules of evidence shall apply. The owner may be represented by counsel, present oral and written evidence, and cross examine witnesses.
- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.

- (d) The Municipal Judge may uphold the vicious animal declaration; in which event the owner shall comply with all of the requirements and conditions for keeping a vicious animal as set forth in Section 14 or may unconditionally release the animal to its owner.
- (e) The decision of the Municipal Judge on the vicious animal declaration shall be final.

SECTION 14. REQUIREMENTS FOR KEEPING VICIOUS ANIMAL.

The owner of a vicious animal shall be subject to the following requirements:

- (a) Confinement. All vicious animals shall be securely confined upon the premises of the owner indoors or outdoors in an enclosed and locked kennel. Confinement shall comply with the provisions of Section 9(C).
- (b) Leash and muzzle. The owner of a vicious animal shall not allow the animal to go outside its kennel unless the animal is muzzled, restrained by a chain or leash not more than four feet in length, and under the physical control of a person. The muzzle must not cause injury to the animal or interfere with its vision or respiration, but must prevent the animal from biting any human or animal.
- (c) Signs. The owner of a vicious animal shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious animal on the premises. The sign lettering must be at least two inches high. The owner shall also display either separately or in conjunction with the warning sign, a pictorial, symbolic or illustrative sign that conveys to children and those who do not read the idea of the presence of a vicious animal. Similar signs shall be posted on the animal's kennel, if any, in such a manner as to be clearly visible.
- (d) Insurance. The owner of a vicious animal must provide proof to an animal control officer or designee that the owner has procured public liability insurance of at least \$100,000.00, insuring the owner for any damage or personal injury which may be caused by such owner's vicious animal.

SECTION 15. VIOLATIONS—IMPOUNDMENT OF ANIMALS.

- (a) It shall be the duty of an animal control officer or designee, and in compliance with any procedural requirements in Ordinance, to seize and deliver to the designated animal center any and all animals, including livestock, poultry or fowl, dogs or cats, found in violation of the provisions of this Ordinance.
- (b) Subject to any limitation or requirement in this Ordinance to the contrary, and provided an animal control officer consents, the owner of any animal impounded under the provisions of this Ordinance may claim such animal after paying any applicable impoundment fee to the designated animal center and otherwise following their rules and regulations.
- (c) No impounded cat or dog shall be released unless proof is presented that the

animal is in compliance with this Ordinance vaccination and licensing requirements.

- (d) Whenever an owner has had two prior impoundments of any animal it shall be a condition of the release of any subsequently impounded animal owned by that person that such animals shall be altered.

SECTION 16. IMPOUNDMENT FOR DESTRUCTION.

- (a) An animal control officer or designee may order the impoundment for destruction of an animal only when the animal:
 - (1) has attacked, bitten or injured a human being or domestic animal and the circumstances indicate that there is a probability of additional similar conduct by such animal,
 - (2) has been declared a vicious animal pursuant to Section 11 and, if applicable, Section 12, and the owner, if any is ascertainable, has failed to comply with the requirements and conditions for keeping a vicious animal as defined provided in Section 14, or
 - (3) poses a threat of serious harm to the public health or safety.
- (b) Any animal impounded for destruction under the provisions of this section may be claimed by its owner only with an order issued by the Municipal Court after a hearing pursuant to Section 18, and in compliance with any conditions of such an order.

SECTION 17. NOTICE OF IMPOUNDMENT FOR DESTRUCTION.

Within two days of any impoundment for destruction under this Ordinance, an animal control officer or designee shall notify the animal's owner in writing of the impoundment, by personal service acknowledged in writing by the owner or certified by the server. In the alternative, service may be by certified mail and by posting on the animal owner's property. The notice shall advise of the owner's right to a hearing under Section 18. Service of notice shall be deemed completed upon mailing. In the case of stray animals an attempt to notify the owner is not necessary.

SECTION 18. IMPOUNDMENT FOR DESTRUCTION—HEARING.

- (a) The owner of an animal impounded for destruction shall have the right, within five days after service of the notice under Section 17, to personally serve upon an animal control officer, designee, or any police officer a written request for a hearing to contest the impoundment. An animal control officer or designee shall immediately file the request with the Municipal Court, and a hearing shall be held within five business days after such filing with the Municipal Court.
- (b) The impoundment hearing shall be informal, and strict rules of evidence shall not apply. The owner may be represented by counsel, present oral and written evidence and cross examine witnesses.
- (c) The Municipal Judge shall issue a decision within two business days after the close of the hearing under this section and shall notify the owner in writing of the decision.

- (d) After considering all of the relevant evidence, the Municipal Judge may order the destruction of the impounded animal or may release the animal to its owner, conditional on the owner complying with the requirements for keeping a vicious animal as set forth in Section 14 and/or complying with any other requirements necessary to protect the public health or safety, or may unconditionally release the animal to its owner. The Municipal Judge may in any event make the animal's release conditional upon the owner's payment to the designated animal center of the costs of impoundment and boarding.
- (e) If after proper notice the owner of an animal impounded under this Ordinance fails to appear at a hearing or fails to request a hearing, the animal may be destroyed.

SECTION 19. CRUELTY TO ANIMALS PROHIBITED.

- (a) It is unlawful for anyone to beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.
- (b) It is unlawful for anyone to breed or train an animal for fighting with any other animal.
- (c) Failure to provide acceptable standards of housing and care constitutes animal cruelty.
- (d) It is unlawful for anyone to intentionally or knowingly leave a pet in a motor vehicle for longer than five minutes, knowing that the animal is not attended by an individual in the vehicle who is 14 years of age or older.
- (e) This section is not intended to contravene the provisions for animal cruelty contained in the Texas Penal Code.
- (f) It shall be unlawful to raise, keep or pen any livestock or any type of reptiles upon any premises within the city.

SECTION 20. PETS RIDING IN MOTOR VEHICLES.

It is unlawful to have any pet ride in a motor vehicle, except if it is humanely confined in an enclosed carrier, or the entire vehicle's doors are closed and all windows are raised, or it is securely tethered in a way which humanely precludes their ability to jump off or fall from the vehicle.

SECTION 21. QUARANTINE METHOD AND TESTING

- (a) When a dog, cat, or domestic ferret that has bitten a human has been identified, the custodian will place the animal (regardless of its vaccination status) in quarantine as defined in the Texas Health and Safety Code, §826.002, until the end of the 10-day observation period.
- (b) The animal must also be quarantined if there is probable cause to believe that it has otherwise exposed a human to rabies.
- (c) The observation period will begin at the time of the exposure.

(d) The animal must be placed in a department-licensed quarantine facility specified by the local rabies control authority and observed at least twice daily. However, the local rabies control authority may allow the animal to be quarantined in a veterinary clinic. As an alternative to quarantine at a department-licensed facility or a veterinary clinic, the local rabies control authority may allow home confinement.

(e) To allow home confinement, the following criteria must be met:

(1) A secure enclosure approved by the local rabies control authority must be used to prevent escape.

(2) The animal has been vaccinated against rabies and the time elapsed since the most recent vaccination has not exceeded the manufacturer recommendations for the vaccine. If an unvaccinated animal is not over 16 weeks of age at the time of the potential exposure, it may be allowed home confinement.

(3) During the confinement period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.

(4) The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the home confinement.

(5) The animal was not a stray as defined in the Texas Health and Safety Code, §826.002, at the time of the potential exposure.

(f) If the potential rabies exposure described in subsection (b) of this section occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed home confinement, if applicable, if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides.

(g) The alternative to quarantining (to include home confining) a dog, cat, or domestic ferret that has bitten or otherwise potentially exposed a person to rabies as described in subsection (a) of this section is to have the animal euthanatized in such a manner that the brain is not damaged and a suitable specimen submitted to a department-designated laboratory for rabies testing. A list of department-designated laboratories may be found on the department's website or may be obtained from any of the department's regional Zoonosis Control offices.

(h) A domestic animal that has potentially exposed a human to rabies and has been designated by the local rabies control authority as unowned may be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.

(i) "Free-roaming animals" as used in this section includes animals that have been in captivity less than 200 days immediately prior to the potential exposure and those that are not in

captivity. If the animal implicated in the potential exposure is a free-roaming high-risk animal, it shall be euthanized, and a suitable specimen submitted for rabies testing. If the animal implicated in the potential exposure is a high-risk animal that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure or is less than 200 days old, has always been in captivity without contact with free-roaming animals, and is the progeny of a dam that has been in captivity without contact with free-roaming animals for 200 days or more immediately prior to the potential exposure, the local rabies control authority shall conduct a risk assessment to gauge the probability that the animal could have been exposed to rabies and, therefore, poses a public health risk. If the probability that the animal implicated in the potential exposure could have had animal contact conducive to rabies transmission is low and the potential exposure poses a negligible public health risk, the local rabies control authority may require that the animal involved in the potential exposure be quarantined at a department-licensed quarantine facility or a veterinary clinic or confined elsewhere as deemed appropriate by the local rabies control authority for a 30-day observation period as an alternative to euthanatizing and testing. The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the quarantine or confinement that was deemed appropriate by the local rabies control authority.

(j) If the animal implicated in the potential exposure is a low-risk animal, neither quarantine nor rabies testing will be required unless the local rabies control authority has cause to believe the animal is rabid, in which case it shall be euthanized, and a suitable specimen submitted for rabies testing.

(k) The local rabies control authority may require an animal that has inflicted multiple bite wounds, punctures, or lacerations to a person to be euthanatized. If the animal is euthanatized, a suitable specimen shall be submitted for rabies testing.

(l) If the animal implicated in the potential exposure is not included in subsection (a), (f), (g), (h), (j), or (k) of this section or the portion of subsection (i) of this section pertaining to a free-roaming high-risk animal, the animal either will be euthanatized and a suitable specimen submitted for rabies testing or the local rabies control authority may require the animal to be quarantined at a department-licensed quarantine facility or a veterinary clinic or confined elsewhere as deemed appropriate by the local rabies control authority for the 30-day observation period as an alternative to euthanatizing and testing. The local rabies control authority's decision on whether to quarantine or euthanatize and test those other animals described in subsection (i) of this section will be determined by risk-assessment parameters as described in subsection (i) of this section. If the potential rabies exposure occurs in a city or county other than where the animal's custodian resides, the animal may be transferred to a department-licensed quarantine facility or a veterinary clinic in the city or county of the custodian's residence or allowed confinement deemed appropriate if there is mutual agreement to do so between the local rabies control authorities for the city or county where the exposure occurred and where the custodian resides. During the observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted. The local rabies control authority or a veterinarian must observe the animal at least on the first and last days of the quarantine or confinement that was deemed appropriate by the local rabies control authority.

(i) Any animal required to be quarantined under this section that cannot be maintained in secure quarantine shall be euthanatized and a suitable specimen submitted for rabies testing.

(j) All laboratory specimens referred to in subsections (g) - (k) of this section shall be submitted in accordance with §169.33 of this title (relating to Submission of Specimens for Laboratory Examination).

(k) At the discretion of the local rabies control authority, assistance animals may not be required to be placed in quarantine (to include confinement) during the observation period. During the applicable observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted. The local rabies control authority or a veterinarian must observe the animal at least at the beginning and on the last day of the applicable observation period.

(l) Police service animals are exempted from quarantine per the Texas Health and Safety Code, §826.048, including confinement. During the applicable observation period, the animal's custodian must monitor the animal's behavior and health status and immediately notify the local rabies control authority if any change is noted.

(m) Animals should not be vaccinated against rabies or receive other vaccinations or non-essential medications that may complicate assessment of behavioral change or health status during the observation period; however, animals may be treated for medical problems that are diagnosed by a veterinarian and are not related to rabies. If the animal becomes ill during the observation period, the local rabies control authority must be notified by the person having possession of the animal.

SECTION 22. ENFORCEMENT.

(a) An animal control officer or designee is hereby granted the authority and it shall be their duty to carry out the functions of, and to enforce the provisions of this Ordinance.

(b) Should any person or business commit a nuisance or allowed the commission of any act or condition that creates a nuisance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate and remove a nuisance. These actions may 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, and any and all other relief as may be necessary.

SECTION 23. PENALTY FOR VIOLATION.

(a) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein.

- (b) Any person found guilty of the violation of any provision of this Ordinance shall be punished as follows:
- | | |
|---|----------|
| First violation involving an altered animal | \$ 50.00 |
| First violation involving an intact animal | \$100.00 |
| Second violation involving an altered animal | \$100.00 |
| Second violation involving an intact animal | \$200.00 |
| Violations after second involving an altered animal | \$200.00 |
| Violations after second involving an intact animal | \$400.00 |
- (b) In addition to the fine specified in subsection (a) hereof, the Municipal Court shall sentence owners, at their own cost, to complete a Responsible Owner Course every time they are found guilty after a first violation.
- (c) In the event the Municipal Judge allows community service in lieu of or in addition to the imposition of a fine, whenever possible such community service shall be served at an animal shelter or similar institution.
- (d) Prior to sentencing in the case the owner of an intact animal is found guilty of or pleads no contest to a violation of a provision in this Ordinance, if the defendant represents that the animal will be altered, the Municipal Court may reset the sentencing, but only once and for no more than 60 days, for the purpose of allowing the defendant to present sufficient proof that the animal was altered after the finding of guilt or entry of the plea of no contest. Upon presentation of such proof the fines imposed pursuant to this section shall be reduced by one-half.

SECTION 24: 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 25: 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.

SECTION 26: 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 27: 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 FIRST READING BY THE BOARD OF 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 SECOND READING BY THE BOARD OF 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 THIRD READING BY THE BOARD OF 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.H.

DATE SUBMITTED: July 23, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing members to the Toll Bridge Board. **(TABLED)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Bridge Board members term expire on August 1, 2019.

Financial Consideration:

Staff Recommendation: Approval

Alternatives: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Luis Bazan
City Management Office

Created/Initiated - 7/23/2019
Approved - 7/23/2019
Approved - 7/23/2019
Final Approval - 8/2/2019

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2019- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

WHEREAS, Ordinance No. O-2007-48 allows for the appointment of a person to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr; and

WHEREAS, the terms of Praxedis Gutierrez, Jr. (Position #1), Larry Hernandez (Position #2), Edgar Delgadillo (Position #3), Tony Martinez (Position #4), and Artemio Palacios (Position #5) expired on August 1, 2019 and appointment/re-appointment of five (5) members to the Toll Bridge Board is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT: The following members are hereby appointed/re-appointed to the Toll Bridge Board:

- | <u>NAME</u> | <u>POSITION # 1</u>
LENGTH OF TERM
(1-Year term to expire 8/01/20) |
|-------------|---|
| 1. | |
| 2. | <u>POSITION # 2</u>
LENGTH OF TERM
(1- Year term to expire 8/01/20) |
| 3. | <u>POSITION # 3</u>
LENGTH OF TERM
(2- Year term to expire 8/01/21) |
| 4. | <u>POSITION # 4</u>
LENGTH OF TERM
(2- Year term to expire 8/01/21) |
| 5. | <u>POSITION # 5</u>
LENGTH OF TERM
(3- Year term to expire 8/01/22) |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of August, 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: July 29, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing two (2) members to the South Pharr Outreach Library Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The terms of Nathalie Farias and Nayla Palacios expired on May 1, 2019.

Ms. Farias and Ms. Palacios had expressed their interest to continue serving on the board.

Financial Consideration:

Staff Recommendation: Reappointment of Nathalie Farias and Nayla Palacios to the South Pharr Outreach Library Board.

Alternatives:

ROUTING:

Hilda Pedraza
Adolfo Garcia
City Management Office

Created/Initiated - 7/29/2019
Approved - 7/30/2019
Final Approval - 8/2/2019

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

R E S O L U T I O N
NO: R-2019-__

WHEREAS, the Board of Commissioners has created and appointed a South Pharr Outreach Library Board composed of five (5) members who shall be residents of the South Pharr; and

WHEREAS, the Board of Commissioners on November 20, 2001 by ordinance created a South Pharr Outreach Library Board. Terms of members of the Board shall be for (3) three years; however, two of the initial members shall serve two-year terms, the other three-year terms; and

WHEREAS, the South Pharr Outreach Library Board shall have the power and shall be required to: a) Action and advisory capacity in all matters pertaining to the Research and Development Center; b) Consider the annual budget of the Research and Development Center programs and make recommendations with respect thereto to the City Manager; c) Assist in the planning of programs, promote and stimulate public interest in such programs; d) Any other duties as set forth by the Board of Commissioners; and

WHEREAS, the terms of Nathalie Farias and Nayla Palacios expired May 1, 2019 and appointment/re-appointment of two (2) regular members is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT: the following residents of the City of Pharr are hereby appointed/re-appointed.

NAME:	LENGTH OF TERM:
1. 2022)	3-Year Term (expiring May 1,
2. 2022)	3-Year Term (expiring May 1,

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of August 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: July 16, 2019

MEETING DATE: August 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on acceptance of counter offer for easement located on the 1500 Block of W. Military Hwy. Pharr, Hidalgo County, Texas.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: An initial offer was made to Mr. Benito and Angelita Hernandez for the 15 foot utility easement and 25 foot temporary construction easement in the amount of \$13,494.00.

A counter offer was made as follows:

"The estimated value of the Permanent Easement to be calculated as follows: $18,807 \text{ sf} \times \$1.23/\text{sf} \times 60\% = \$13,879.57$. The compensation for the temporary easement is calculated as follows: $31,345 \text{ sf} \times \$1.23/\text{sf} \times 10\% \times 0.6 = \$2,313.26$.

The total compensation is calculated to be $\$13,879.57 + \$2,313.26 = \underline{\$16,192.83}$, rounded to \$16,195.00 net of closing costs to seller; for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured. In addition, as part of this agreement we would like verbiage waiving any future reimbursements for water and sewer for Lot 390, Kelley-Pharr Subdivision, Pharr, Hidalgo County, Texas, for current owner and/or assigns".

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 7/16/2019
Roland Gomez	Approved - 7/16/2019
Melanie Cano	Approved - 7/29/2019
Omar Anzaldua	Approved - 7/30/2019
Karla Moya	Approved - 8/1/2019
Patricia Rigney	Approved - 8/1/2019
City Management Office	Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 18, 2019

MEETING DATE: August 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Discussion and possible action on City of Pharr Special Election to be held on November 5, 2019. **(TABLED)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The statutory last day for ordering election is August 19, 2019.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 7/18/2019
Approved - 7/19/2019
Approved - 7/31/2019
Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: July 24, 2019

MEETING DATE: August 7, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villescas

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase and Delivery Contract for Ten (10) 4" Gorman Rupp Pump(s) & Motor Skid Assemblies to the 2nd lowest bidder. (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: Based on a five (5) year warranty for the units compared to a one (1) year warranty for the lower bid. Second lower bidder is local company from Edinburg and has done business with the City of Pharr on numerous occasions, while the lower bidder is based in Houston, Texas. The lower bidders references were requested and found that product was shipped to Oilfield Industries and not in the Municipal Industries. (No installations have been done in the Rio Grande Valley).

Financial Consideration:

Staff Recommendation: Staff requests authorization to award the Purchase & Delivery Contract for Ten(10) 4" Gorman Rupp Pump(s) & Motor Skid Assemblies to the 2nd lowest bidder, Precision Pumps System from Edinburg, TX in the amount of \$68,100.00.

Alternatives:

ROUTING:

Diana Martinez
Jose Villescas
Veronica Gutierrez
Patricia Rigney
Karla Moya

Created/Initiated - 7/24/2019
Approved - 7/29/2019
Approved - 7/29/2019
Approved - 7/29/2019
Approved - 8/1/2019

City Management Office

Final Approval - 8/2/2019



BID OPENING: JULY 12, 2019 AT 4:00 P.M.

PROJECT NO.: 1819-60-586-P020-013

PROJECT # 1819-60-586-P020-013 - PURCHASE OF TEN (10) 4" GORMAN RUPP PUMP(S)

										NON-RESPONSIVE			
BIDDERS:	QTY	UNIT PRICE	O'DRILL MCM, INC HOUSTON, TX	UNIT PRICE	★ PRECISION PUMP SYSTEM EDINBURG, TX	UNIT PRICE	PUMPS OF HOUSTON HOUSTON, TX	UNIT PRICE	UNITED RENTALS CORPUS CHRISTI, TX	UNIT PRICE	ODESSA PUMPS & EQUIPMENT PHARR, TX	UNIT PRICE	CDPW, INC
4" GORMAN RUPP PUMP; 20 HP, FRAME 256T/254T MODEL T4A3-B/F, AIR RELEASE VALVE	2	\$5,238.68	\$10,477.36	\$7,500.00	★ \$15,000.00			\$30,420.00	\$60,840.00			\$7,916.80	\$15,833.60
ALTERNATE 4" ALL PRIME XS-4 PUMP, 20 HO, FRAME 256T AIR RELEASE VALVES	2					\$8,357.00	\$16,714.00						
4" GORMAN RUPP PUMP; 10 HP, FRAME 256T/254T MODEL T4A3-B/F	2	\$4,937.50	\$9,875.00	\$6,750.00	★ \$13,500.00			\$30,420.00	\$60,840.00			\$6,464.80	\$12,929.60
ALTERNATE 4" ALL PRIME XS-4 PUMP; 10 HP, FRAME, 215T	2					\$7,528.00	\$15,056.00						
4" DORMAN RUPP PUMP; 7.5 HP, FRAME 256T/254T MODEL T4A3-B/F	6	\$4,813.97	\$28,883.82	\$6,600.00	\$39,600.00			\$30,420.00	\$182,520.00			\$6,374.80	\$38,248.80
ALTERNATE 4" ALL PRIME XS-4; 7.5 HP, FRAME 213 TEFC	6					\$6,991.00	\$41,946.00						
TOTAL		HC \$49,240.00 \$49,236.18		★ \$68,100.00		\$73,716.00		\$304,200.00		\$83,074.00		\$67,012.00	
DELIVERY		4-6 WEEKS		4 WEEKS		10-12 WEEKS		6-8 WEEKS		45 BUSINESS DAYS		60 DAYS AFTER PO	
BID BOND		YES		YES		YES		NO		YES		NO	
ADDENDUM		YES		YES		YES		YES		YES		YES	
HARDCOPY OF BID SUBMITTED		YES		YES		YES		YES		YES		NO	
ELECTRONIC BID SUBMITTED		YES		YES		YES		YES		NO		YES	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: July 30, 2019

MEETING DATE: August 7, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase of Chlorine & Calcium Hypo-Chlorite for DPC Industries from Corpus Christi, Texas (Project# 1819-60-586-SP013-011).

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Chlorine & Calcium Hypo-Chlorite are used for the Water and Wastewater Treatment Plants.

Financial Consideration:

Staff Recommendation: Staff requests authorization to award Supply Contract to DPC Industries from Corpus Christi, TX for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years, in 1-year increments subjects to satisfactory performance.

Alternatives:

ROUTING:

Diana Martinez

Created/Initiated - 7/30/2019

Jose Villescas

Approved - 7/30/2019

Veronica Gutierrez

Approved - 8/1/2019

Patricia Rigney

Approved - 8/1/2019

Karla Moya

Approved - 8/1/2019

City Management Office

Final Approval - 8/2/2019



City of Pharr

BID OPENING: July 12, 2019 at 3:00 p.m.
LOCATION: City Commission Room (2nd Floor)

PREPARED BY: MARITZA
REVIEWED BY: VERONICA

PROJECT #1819-60-582-SP013-011 - SUPPLY CONTRACT FOR THE PURCHASE OF CHLORINE AND SODIUM HYPO-CHLORITE							NON-RESPONSIVE	
BIDDERS:			★ DPC INDUSTRIES CORPUS CHRISTI, TX		CHEMSOL SERVICES HARLINGEN, TX		AMCHEM INCORPORATED LONGVIEW, TX	
DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ITEM NO. 1 - CHLORINE, 1-TON CONTAINER DELIVERED AND PUT IN PLACE	TON	150	\$787.00	\$118,050.00	NO BID	0	NO BID	0
ITEM NO. 2- CHLORINE, 150 LBS. CYLINDER DELIVERED AND PUT IN PLACE	LBS	85	\$149.00	\$12,665.00	NO BID	0	NO BID	0
ITEM NO.3-SODIUM HYPO-CHLORITE, 100 LB. CONTAINER DELIVERED AND PUT IN PLACE	LBS	75	\$170.00	\$12,750.00	\$195.00	\$14,625.00	CALCIUM 100 LBS \$220.00	\$22,000.00
GRAND TOTAL			★	\$143,465.00	\$14,625.00		\$22,000.00	
ELECTRONIC BID SUBMITTED:			SUBMITTED		SUBMITTED		NOT SUBMITTED	
HARDCOPY OF BID SUBMITTED:			SUBMITTED		SUBMITTED		SUBMITTED	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: July 9, 2019

MEETING DATE: August 7, 2019

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a twelve (12) month service agreement with Smartcom Telephone, LLC for data network connectivity to the Main Library and Police Departments. (Project #1819-01-518-IPQ069-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the migration of data center to the communications building, we are needing to have two new networks links setup with our existing vendor provided fiber network. This is a (12) month agreement for Ten (10) GB connectivity to the Police Department and One (1) GB connectivity to the Library. This new link to the Police Department will replace a higher priced dark fiber link from City Hall to Police Department priced at \$1,500 per month and a wireless link installed on roofs of City Hall and Library.

Financial Consideration:

Staff Recommendation: Staff recommends approval of the Agreement with Smartcom Telephone, LLC from McAllen, TX.

Alternatives:

ROUTING:

Jose Pena
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 7/9/2019
Approved - 7/9/2019
Approved - 7/11/2019
Approved - 7/12/2019
Final Approval - 8/2/2019



600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1247 (fax)

DEDICATED INTERNET ACCESS or DATA TRANSPORT SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between City of Pharr ("Customer"), and Smartcom Telephone, LLC ("Smartcom"), for the purpose of establishing the terms and conditions under which Smartcom will provide data service. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

Service	MRC*	Installation	Premise Equipment
Metro-Ethernet 10 X 10 Gbps	\$ 899.00	\$ 500.00	Ethernet Handoff to customer

**Plus any applicable Taxes or regulatory fees*

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on completion of installation and handoff to customer. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy which can be located at:

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SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Smartcom-provided ethernet router or switch at the Customer's premises. Customer will provide any necessary 110vAC electrical power needed to operate premise equipment and will ensure that an uninterrupted power source ("battery backup") is available for said equipment. Interface to customer will be on a standard ethernet jack.

Customer acknowledges that if the installation address is not currently serviced by Smartcom-owned facilities, construction *may* be required which can take up to sixty (60) days even without any construction hindrance due to rights-of-way issues, permit acquisition, and other factors beyond the control of Smartcom. Installation dates and times will be determined and

communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. Smartcom encourages customers to check your networks and make every effort to rule out any problems on your side prior to calling for repair. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$85 will be charged for the first hour or any fraction thereof, and \$42.50 for each additional half hour increment. The stated rates apply during regular business hours. After-hours; weekend and holiday rates will be higher.

EQUIPMENT WARRANTY: Smartcom-provided new modem/router equipment will be covered by the by the manufacturer's warranty. During the one-year warranty period, Smartcom will support the modem/router for problems covered by the manufacturer's warranty to include full replacement of the router, if necessary. Once the one-year warranty period has expired, Smartcom will no longer support problems with the T-1 or DSL modem/router. Any equipment furnished by Smartcom will be maintained at no cost to the Customer throughout the duration of this Agreement.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

RIGHT TO MODIFY. Smartcom reserves the right to increase the monthly charge to customer if Smartcom's underlying carrier raises the cost it charges Smartcom to deliver the service to Customer's premise. Should such increase in monthly charges exceed 10% of the MRC, Customer may choose not to pay such increase in monthly charges and have service terminated at that time, abrogating this agreement and releasing both parties from the terms set herein. This document supersedes any or all previous agreements, verbal or written. Periodic amendments to this agreement may be allowed and can be sent via electronic mail ("e-mail"). Should the parties agree to an amendment, such amendments shall be effective upon written execution of both parties.

EARLY TERMINATION. Cancellation/termination within the initial term of this Agreement will result in the acceleration amounts due equal to 100% of the monthly recurring charges remaining in the term period.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit, to the extent allowed by law.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this [redacted] day of [redacted], [redacted]

Signature

For Customer

Printed Name

Billing Address

City of Pharr

118 S Cage Blvd

Pharr, TX 78577

Accounts Payable E-Mail

Signature

For Smartcom Telephone, LLC

Howard L Hawbaker

Printed Name

Installation Address

1900 S Cage Blvd

Pharr, TX 78577

Site Contact:

Name: Jose Pena

Phone: 956 402-4900

E-mail: jose.pena@pharr-tx.gov

Name: Rick Castro

Phone: 956 638-1595

E-mail: rick.castro@pharr-tx.gov

**DEDICATED INTERNET ACCESS or DATA TRANSPORT
SERVICE AGREEMENT**

THIS AGREEMENT is entered into by and between City of Pharr ("Customer"), and Smartcom Telephone, LLC ("Smartcom"), for the purpose of establishing the terms and conditions under which Smartcom will provide data service. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

Service	MRC*	Installation	Premise Equipment
Metro-Ethernet 1 X 1 Gbps	\$ 599.00	\$ 500.00	Ethernet Handoff to customer

**Plus any applicable Taxes or regulatory fees*

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on completion of installation and handoff to customer. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

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SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

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EXECUTED this [redacted] day of [redacted], [redacted]

Signature

For Customer

Printed Name

Billing Address

City of Pharr

118 S Cage Blvd

Pharr, TX 78577

Accounts Payable E-Mail

Signature

For Smartcom Telephone, LLC

Howard L Hawbaker

Printed Name

Installation Address

121 E Cherokee Ave

Pharr, TX 78577

Site Contact:

Name: Jose Pena

Phone: 956 402-4900

E-mail: jose.pena@pharr-tx.gov

Name: Rick Castro

Phone: 956 638-1595

E-mail: rick.castro@pharr-tx.gov



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: July 31, 2019

MEETING DATE: August 7, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on agreement between Pharr Police Department and the Commission on Accreditation for Law Enforcement Agencies (CALEA) for Pharr Police Department tier 1 accreditation. (Project #1819-01-512-S033-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department and C.A.L.E.A.

What: Pharr Police Department is Seeking tier 1 accreditation which consists of 181 standards

Where: Pharr, TX

When: August 5, 2019

Why: Accreditation for the department will allow greater accountability within the agency, reduce risk and liability exposure, stronger defense against lawsuits, and increase community advocacy.

Financial Consideration: CALEA recognizes PowerDMS as an exclusive provider for CALEA accreditation manager. PowerDMS is cloud-based software that stores and distributes content online. The application provides practical tools to organize and manage crucial documents and industry standards, train and test employees, and uphold proof of compliance, thereby helping organizations reduce risk and liability. PowerDMS simplifies document management through powerful collaboration, process and automation. This software will cost \$ 2100 for the remainder of this fiscal year with 200 licenses. The annual fee for the software will approximately \$ 8984.00 which will be on a year to year basis

Accreditation Fees

Initial Accreditation fees are the same for both the Law Enforcement Accreditation and Advanced Law Enforcement Accreditation Programs. There are three payment options available: (1) lump sum/single payment; (2) two installments; or (3) three installments. The following depicts current initial accreditation fees by size of agency:
25-199 \$11,450.

Initial Estimated On-site Assessment Charge

In addition to the initial accreditation fees, agencies will be invoiced separately for the *estimated* onsite costs of the initial assessment. Actual on-site costs are impacted by lodging, airfare, the number of assessors utilized, and other factors specifically related to the assessed agency and the geographical area in which it is located.

Accreditation Agreement Extension and Fees

The initial Law Enforcement Agreement between the agency and CALEA is for 36 months; however most agencies are able to complete self-assessment within a much shorter time. If the agency has not completed self-assessment or scheduled its initial on-site by the end of the 36th month of the initial agreement period, the agency may request an annual extension of the Agreement at a cost of 35% the initial accreditation fee in effect.

Annual Continuation Fees

After an agency receives its initial accreditation award, it enters into a Continuation Agreement and begins paying annual continuation fees, which include the estimated charge for its next on-site assessment. The following depicts the current estimated Annual Continuation Fees: 25-199 \$ 4,065.

Staff Recommendation: Staff recommend approval.

Alternatives: Alternative is to not approve agreement.

ROUTING:

Jose Luengo
Veronica Gutierrez

Created/Initiated - 7/31/2019
Approved - 7/31/2019

Patricia Rigney
Karla Moya
City Management Office

Approved - 7/31/2019
Approved - 7/31/2019
Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: August 1, 2019

MEETING DATE: August 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Alvarado Architects & Associates, Inc. for Professional Architectural Services for the Javelina Drive Monument Signs in the amount of \$16,000.(Project #1718-01-528-S017-244-002)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Architectural Services with Alvarado Architects & Associates from Donna, TX for the Javelina Drive Monument Signs

Financial Consideration: Architectural Fee Estimate \$16,000

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Alvarado Architects & Associates from Donna, TX for the Javelina Drive Monument Signs Project in the amount of \$16,000

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 8/1/2019

Omar Anzaldua

Approved - 8/1/2019

Patricia Rigney

Approved - 8/1/2019

Veronica Gutierrez

Approved - 8/1/2019

Karla Moya

Approved - 8/2/2019

City Management Office

Final Approval - 8/2/2019

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

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

This AGREEMENT is between **Alvarado Architects & Associates, Inc.** (hereafter referred to as “ARCHITECT”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ARCHITECT is hereby authorized to perform professional services in connection with the **City of Pharr-Javelina Drive Monument Signs**, hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

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

Project: **City of Pharr-Javelina Drive Monument Signs**

Project Location: Pharr, Texas

Section 1

**General Scope of Services
and
Project Description**

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

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

Section 2

Representations and Warranties

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

Section 3

Architect Insurance and Indemnification

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

(a) Type of policies and coverage.

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

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

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Architect's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.
- (3) Any failure of ARCHITECT to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Architect's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
 - (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.
 - (c) *Verification of coverage.* Architect shall provide certificates of insurance with copies of original endorsements to CLIENT as

evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Architect. At the request of CLIENT, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The ARCHITECT shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ARCHITECTS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ARCHITECT agrees that it shall, at ARCHITECT's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ARCHITECT shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

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

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

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ARCHITECT without cause; the ARCHITECT shall be paid the reasonable value of services performed by the ARCHITECT prior to termination date, minus the cost to complete the scope of work under this Agreement. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ARCHITECT's requests for payment for all

expenses and services arising from work performed and expenses incurred prior to the date of termination. ARCHITECT shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ARCHITECT. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

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

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

Section 5

Professional Services Fee

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

5.2 For all services to be performed by ARCHITECT under this AGREEMENT, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **(\$16,000) Sixteen Thousand Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

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

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ARCHITECT which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ARCHITECT, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ARCHITECT and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

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

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

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

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

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

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

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

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

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ARCHITECT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ARCHITECT and upon approval thereof by CLIENT, CLIENT shall pay to ARCHITECT the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after

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

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ARCHITECT or to any other party. The ARCHITECT may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ARCHITECT harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

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

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ARCHITECT agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ARCHITECT's experience and abilities with respect to performing the Services outlined in the Scope of Services. ARCHITECT represents to CLIENT that ARCHITECT will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ARCHITECT must perform its services (1) with the professional skill and care ordinarily provided by competent Architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as

expeditiously as is prudent considering the ordinary professional skill and care of a competent Architect.

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

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

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

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

cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

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

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

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

AGREED AS TO SUBSTANCE AND FORM

**Alvarado Architects & Associates, Inc,
307 S. Main St.
Donna, Texas 78537**

**Erasmo Eli Alvarado
ARCHITECT**

By: _____
Signature
ARCHITECT

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 #: 8.A.

DATE SUBMITTED: August 2, 2019

MEETING DATE: August 7, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation and action, if any, on 17-CV-00396 and C-0217-18-G, Cabrera v. City of Pharr.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 8/2/2019
Final Approval - 8/2/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: July 23, 2019

MEETING DATE: August 7, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation and action, if any, on 18-CV-00002, Marin v. City of Pharr.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 7/23/2019
Final Approval - 8/2/2019