



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, NOVEMBER 6, 2017**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

2. PUBLIC COMMENTS/PUBLIC HEARINGS:

A) PUBLIC COMMENTS: (Ordinance No. O-2015-28) *A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.*

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: (Ordinance No. O-2015-28). *A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

A) City Engineer's Report.

B) City Events of Interest.

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

A) Approval of Minutes for October 16, 2017 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-37 (Rental of City Facilities). **2nd Reading** (PARKS)

C) Consideration and action, if any, on Ordinance amending Ordinance O-87-40 (Floods). **2nd Reading** (ENGINEERING)

D) Consideration and action, if any, on Ordinance amending Zoning Ordinance No. O-82-13 by adding a new section titled Single Family Residential Estate District (R1-E) and amending Sec. 1.20 OP office and professional district. **2nd Reading** (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2017 STOP Failure to Attend School Project Grant #2546806. (POLICE)

F) Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2017 Crime Victims Liaison Project Grant #2987302. (POLICE)

G) Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2016 Operation Stonegarden Grant #3173102. (POLICE)

H) Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2017 First Offender Program Grant #2903703. (POLICE)

I) Consideration and action, if any, on sponsorship in the amount of \$1,500 for the Texan By Nature Learning Landscapes Luncheon for LRGV Schools on Wednesday, November 8, 2017. (ADMINISTRATION)

J) Consideration and action, if any, on sponsorship in the amount of \$3,000 for the Annual Renaissance Cancer Foundation Gala to be held on Sunday, December 3, 2017. (ADMINISTRATION)

K) Consideration and action, if any, on membership renewal with the Texas International Produce Association (TIPA) for \$2,000. (BRIDGE)

AGENDA REGULAR MEETING
November 6, 2017

- L) Consideration and action, if any, on NASCO annual membership dues for \$5,000. (BRIDGE)
- M) Consideration and action, if any, on approval of Deduct Change Order Number 2 and Final Reconciliation of Quantities for the West Moore Road Improvements Project (Bid Number 1617-01-528-025) (ENGINEERING)
- N) Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project From Cage Blvd. to Veterans Road CSJ#0921-02-375. (ENGINEERING)
- O) Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project From Jackson Road to Cage Blvd. CSJ#0921-02-376. (ENGINEERING)
- P) Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the Anaya Road Project From Cage Blvd. to Veterans Blvd. CSJ#0921-02-400. (ENGINEERING)
- Q) Consideration and action, if any, on request from Enrique Casas d/b/a Rick's Quick Stop for closing of W. State Street for their Customer Appreciation Day on Saturday, November 18, 2017 from 3:00 p.m. to 6:00 p.m. (ADMINISTRATION)
- R) Consideration and action, if any, authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2017-2018. (FINANCE)
- S) Consideration and action, if any, on request from Entravision Communications to waive rental fees of Boggus Ford Events Center for their Anniversary Concert event on Wednesday, November 29, 2017. (EVENTS CENTER)
- T) Consideration and action, if any, on request from the Pharr Economic Development Corporation II to waive rental fees for use of Boggus Ford Events Center for hosting the Fall meeting of the PSJA ISD Advisory Committee Meeting on Tuesday, November 14, 2017 from 2:00 pm - 9:00 pm. (EVENTS CENTER)
- U) Consideration and action, if any, on request from U.S. Customs and Border Protection to waive rental fees of the Boggus Ford Events Center for their Annual Texas Round up event Tuesday, December 12, 2017 and Wednesday, December 13, 2017. (EVENTS CENTER)

AGENDA REGULAR MEETING

November 6, 2017

V) Consideration and action, if any, on request from Miracle Kids of South Texas, Inc. for the usage of the Jose "Pepe" Salinas Memorial Civic Center-Large Hall for their Blue Santa Christmas event on Friday, December 22, 2017 from 6:00 p.m. to 8:00 p.m. (PARKS)

W) Consideration and action, if any, on Holt Power System Annual Maintenance Agreement at the Pharr International Bridge for \$3,360. (BRIDGE)

X) Consideration and action, if any, on Development Services Cases:

1. Melden & Hunt, Inc., representing Letitia L. Arnold, owner, is requesting 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 17.727 acre tract of land, more or less, out of Lot 90, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 5300 and 5500 Block of North Sugar Road.

2. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, 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 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road.

3. Gabriela's Heavenly Wings, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2211 South Cage Boulevard, Suite 105.

PLATS:

1. Consideration and action, if any, on a plat deferral request for the property physically located on the 5800 Block of S. Jackson Road and legally described as a 1.55 acre tract, more or less, out of Lot 8, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

2. SAM Engineering & Surveying Inc., representing Hector & Norma Espino are requesting final plat approval of the proposed Espino Subdivision. The property is legally described as being a 1.15 acres, out of Lot 175, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 800 Block of West State Avenue.

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance of the City of Pharr, Texas authorizing the issuance and sale of City of Pharr, Texas Tax Note, Series 2017, awarding the sale of said note, levying a tax in payment thereof; prescribing the form of said note; and enacting other provisions relating to the subject. (FINANCE)

B) Consideration and action, if any, on Resolution submitting entitlement votes for candidate(s) to the Appraisal District Board of Directors 2018-2019. (ADMINISTRATION)

C) 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; establishing fair 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)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on request to appeal the additional entrance for West Ridge Estates Subdivision, as requested by the Planning and Zoning Commission. (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on request for Residential Incentive Program for the property legally described as being a 20.00 acre tract of land out of Lot 78, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Change Order Number 1 for the Lift Station 25 and 16" Force Main Improvements (Bid No. 1516-02-582-0028). (ENGINEERING)

D) Consideration and action, if any, awarding proposal for Electric Service (RFP No. 1617-01-511-0037). (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

AGENDA REGULAR MEETING

November 6, 2017

- A) Consideration and action, if any, authorizing the Pharr Police Department to enter into a contract with Axon Enterprises Inc. for an unlimited TASER Cartridge Plan. (POLICE)
- B) Consideration and action, if any, authorizing City Manager to amend the contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the West Las Milpas Road Project. (ENGINEERING)
- C) Consideration and action, if any, on TRMI Computerized Toll Collection System Maintenance Agreement for 12 months for a total of \$16,933.20. (BRIDGE)
- D) Consideration and action, if any, authorizing City Manager to amend the contract with Diseño, Inc. for Professional Architectural Services for the Renovations of Jose "Pepe" Salinas Civic Center Project. (ENGINEERING)
- E) Consideration and action, if any, on Interlocal Agreement with Hidalgo County for Hidalgo County Linear Park Project through the City of Pharr. (ADMINISTRATION)
- F) Consideration and action, if any, on Memorandum of Understanding with Frontera Consulting LLC. on consulting services for City/PSJA Wifi Project. (ADMINISTRATION)
- G) Consideration and action, if any, authorizing City Manager to amend the contract with The Warren Group, Inc. for Professional Architectural Services for the City of Pharr-New Fire Station No. 4 Project. (ENGINEERING)
- H) Consideration and action, if any, on sales contract for property legally described as 23.48 acres of land, situated in the City of Pharr, Hidalgo County, Texas, and also being a part or portion of Lots 155-156 Kelly-Pharr Subdivision. (ADMINISTRATION)
- I) Consideration and action, if any, on lease agreement between City of Pharr and St. Judes Church for property at 505 S. Ironwood. (ADMINISTRATION)
- J) Consideration and action, if any, on 380 Stimulus Agreement with TOPGOLF USA PHARR, LLC. (ADMINISTRATION)
- K) Consideration and action, if any, on revised Letter of Intent (LOI) for Project Auto. (PEDC)
- L) Consideration and action, if any, on authorizing City Manager to negotiate and enter into an agreement for Construction Manager at Risk services for various park and fire station projects. (ADMINISTRATION)

8. LEGAL:

A) Consultation with attorney on legal matters concerning Envirolite Solutions (ELS) contract. (LEGAL)

B) Consultation with the City Commission on departmental staff. (ADMINISTRATION)

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.*

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

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

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

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

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

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

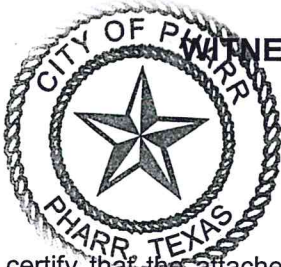
10. RECONVENE: *into Regular Session, and consider action, if necessary on any items(s) discussed in closed session.*

11. ADJOURNMENT:

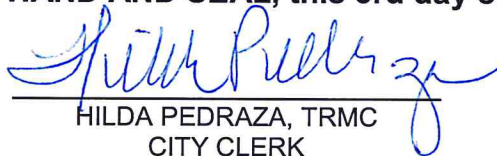
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 3rd day of November, 2017 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 3rd day of November, 2017.


HILDA PEDRAZA, TRMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: October 20, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/20/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: October 20, 2017

MEETING DATE: November 6, 2017

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 - 10/20/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: November 1, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: City Engineer's Report

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua
City Management Office

Created/Initiated - 11/01/2017
New -

Design Phase

- ☐ **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)**
- ☐ **365 Tollway Utility Adjustments**
- ☐ **Various Park Designs-2016**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**

Construction Phase

- ☐ **South Pharr Development and Research Center (Part A)**
- ☐ **South Pharr Exhibit Hall**
- ☐ **Jones Box Park Parking Lot Improvements**
- ☐ **Owassa Road Improvements**
- ☐ **West Moore Rd Improvements**
- ☐ **Single Machine Repaving Project Year 2**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Waterline Transmission Improvements**
- ☐ **Lift Station 25 & 16-in Forcemain Improvements**
- ☐ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ☐ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ☐ **Jackson Road And Cage Boulevard Raised Medians Construction Project**
- ☐ **South Pharr Water Tower Rehabilitation**
- ☐ **Jones Box Park Landscape and Irrigation Improvements**
- ☐ **Single Machine Repaving Project Year 2 Phase B**

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:	Currently Working on the Environmental an Final Alignment Seletion
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:	Currently Working on the Environmental an Final Alignment Seletion
Project Name:	365 Tollway Utility Adjustments
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Various utility relocations along • Jackson Rd (24" Waterline), • US 281/Cage Blvd (18" Waterline), • I-Road (24" Steel Casing for future waterline) • Thomas Rd/I Road (12" Waterline)
Status:	Plans are 100% Complete (HCRMA out for Bids)

Project Name:	Various Park Design-2016
Design Engineer:	Halff & Associates
Description:	Various Park Improvements at the following Parks: • Allen & William Arnold Elementary City/School Park • Dr. William Long Elementary City/School • Ford Elementary City/School Park • Nature Park • Splash Pad at Allen & William Arnold
Status:	• Allen & William Arnold Park - 95% Design Complete • Allen & William Arnold Park Splash Pad – 95% Design Complete • Nature Park – 95% Design Complete • Dr. William Long – 95% Design Complete
Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	1. Three (3) Schematics have been completed. 2. Developed three (3) 3D architectural design models of the facility

Project Name	South Pharr Development and Research Center Part A		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$2,433,000	Contract Time (days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	85.83%

Description: Construction of South Pharr Development and Research Center consisting of approximately 15,398 s.f. masonry building.

Status: Construction is approximately 75.76% complete.

Pictures:



Project Name	South Pharr Exhibit Hall		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$1,209,000	Contract Time (Days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	85.83%

Description: South Pharr Exhibit Hall will consist of a new one story masonry building approximately 9,000 s.f. in size

Status: Construction is approximately 80.32% complete.

Pictures:



Project Name:	Jones Box Park Parking Lot Improvements		
Engineer	Melden & Hunt		
Contractor	Mor-Wil, LLC		
Contract Amount	\$579,410	Contract Time (Days)	120
Notice to Proceed	1/19/2017	Contract Time Used:	238.33%
Description: Construction of a new parking lot, walking trail resurfacing, basketball courts and soccer fields.			
Status: Construction is over 98% complete.			
Pictures:			
			

Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsj		
Contractor	IOC, Company		
Contract Amount	\$5,206,108	Contract Time (Days)	438
Notice to Proceed	3/23/2017	Contract Time Used:	50.91%

Description: Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements.

Status: Construction is ongoing.

Pictures:



Project Name:	West Moore Rd Improvements		
Engineer	Melden & Hunt		
Contractor	Texas Cordia Construction		
Contract Amount	\$332,153	Contract Time	100
Notice to Proceed	3/29/2017	Contract Time Used:	217.00%
Description: Reconstruction of West Moore Rd and the widening of Moore Rd at Jackson Rd. and Cage Blvd Intersections			
Status: Construction is complete.			
Pictures: (None)			

Project Name:	Single Maching Repaving Project Year 2		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$2,807,023	Contract Time (Days)	180
Notice to Proceed	1/23/2017	Contract Time Used:	100.00%
Description: Repaving of residential streets, in North, Central and South Pharr			
Status: Contractor has completed the project. Contractor is addressing punch list items.			
Pictures: (None)			

Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	\$2,735,000	Contract Time (Days)	365
Notice to Proceed	4/21/2017	Contract Time Used:	53.15%
Description: Build a new 1 Million Gallon Composite Elevated Storage Tank			
Status: Construction is ongoing. Project is 60.59% complete.			
Pictures:			
			
			

Project Name:	Waterline Transmission Improvements		
Engineer	S&GE, LLC		
Contractor	Jimmy Closner & Sons		
Contract Amount	\$6,591,196	Contract Time (Days)	540
Notice to Proceed	3/15/2016	Contract Time Used:	110.37%
Description: Construction of a 20-in and 16-in water transmission main from the Water Treatment Plant (WTP) Booster Pump Station to the Expressway and JBJ Elevated Storage Tank.			
Status: Construction is complete.			
Pictures: (None)			

Project Name:	Lift Station 25 & 16-in Forcemain Improvements		
Engineer	S&GE, LLC		
Contractor	Saenz Brothers Construction, LLC		
Contract Amount	\$2,715,364	Contract Time (Days)	360
Notice to Proceed	8/2/2016	Contract Time Used:	126.67%

Description: New Liftstation and 16-in Forcemain Improvements

Status: Construction is about 80% complete

Pictures:



Project Name:	Wastewater Treatment Plant Clarifier No. 2 Rehabilitation		
Engineer	SG&E		
Contractor	JMJ Constructors Inc.		
Contract Amount	\$532,725	Contract Time (Days)	270
Notice to Proceed	1/3/2017	Contract Time Used:	111.85%

Description: Install a new Clarifier at the Wastewater Treatment Plant Clarifier No. 2

Status: Construction is ongoing, project is 90.96% complete.

Pictures:



Project Name:	Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.		
Engineer	Aldaña Engineering & Traffic Design, LLC		
Contractor	D&G Energy Corporation		
Contract Amount	\$232,765	Contract Time (Days)	120
Notice to Proceed	7/31/2017	Contract Time Used:	77.50%

Description: This existing intersection is presently un-signalized. The proposed traffic signal will include traffic signal poles and arms, traffic signal controller & cabinet, foundations,

Status: Construction is ongoing.

Pictures:



Project Name:	Jackson Rd and Cage Blvd Raised Medians		
Engineer	R. Gutierrez Engineering Corp.		
Contractor	IOC		
Contract Amount	\$297,849	Contract Time (Days)	60
Notice to Proceed	7/24/2017	Contract Time Used:	166.67%
Description: Construction of raised concrete medians, and pavement striping along Jackson Rd and Cage Blvd.			
Status: Project is complete.			
Pictures: (None)			

Project Name:	South Pharr Water Tower Rehabilitation		
Engineer	Dunham Engineering, Inc.		
Contractor	Blastco		
Contract Amount	\$127,600	Contract Time (Days)	90
Notice to Proceed	8/14/2017	Contract Time Used:	87.78%
Description: Rehabilitation and repainting of a 750,000 gallon composite			
Status: Construction is 68.42% complete.			
Pictures:			
			

Project Name:	Jones Box Park Landscape and Irrigation Improvements		
Engineer	Heffner Design Team, PLLC		
Contractor	Southern Landscapes		
Contract Amount	\$79,050	Contract Time (Days)	90
Notice to Proceed	9/18/2017	Contract Time Used:	48.89%

Description: Various landscape and irrigation improvements at Jones Box Park

Status: Construction is 72.27% complete.

Pictures:




Project Name:	Single Maching Repaving Project Year 2 Phase B		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$810,073	Contract Time (Days)	90
Notice to Proceed	8/28/2017	Contract Time Used:	72.22%
Description: Repaving of residential streets, in North, Central and South Pharr			
Status: Construction is ongoing.			
Pictures:			
 Oct 16, 2017 9:21:05 AM Pharr			
 Oct 27, 2017 9:36:48 AM			



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: October 20, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/20/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: November 1, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for October 16, 2017 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 11/01/2017
New -

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 16, 2017
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 16, 2017 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. Mario Bracamontes
Comm. Daniel Chavez
Comm. Ricardo Medina

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Karla Moya, Finance Director
Anali Alanis, HR Director
Rodolfo Martinez, Municipal Court Judge
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Rick Pedraza, Public Works Director
Jose Villescascas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Rick Castro, Interim I.T. Director
Luis Bazan, Bridge Director

CITY ATTORNEY John Rigney, Legal Representative

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 4:10 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Ed Wylie, Deputy City Manager, led in the pledge of allegiance and Luis Bazan, Bridge Director, said the invocation.

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Kenneth Fletcher spoke about a public information request submitted concerning no jurisdiction over fire lanes at Costco and requested an explanation on how you lose your business license if you are any other business other than Costco. He suggested that someone look into Selma, Texas regarding restrictions for this same business. Mr. Fletcher also spoke on Item 4B and stated not to forget to pave Utility Drive. Lastly, he spoke on Item 5A and stated he reported a gas leak at Costco, which took fire department several times to locate, and took even longer for Texas Gas Service to repair.

Pedro Garcia, CEO and Artistic Director for Pharr Community Theatre, expressed his appreciation for all the support and funding from the City of Pharr for the past 10 years. He stated they were producing 3 to 5 plays per year and many people from all over the Rio Grande Valley have visited the theatre. Mr. Garcia also stated the next Christmas play was a Tejano Christmas Carol to run from December 6 to 20, 2017 at Boggus Ford Events Center. He further stated they were providing arts education to children and youth and part of their mission was to provide entertainment and artistic opportunities for all walks of life.

Mayor Hernandez informed the public there would be an outdoor theatre coming soon to City of Pharr to be used for events such as those at Pharr Community Theatre.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 3. CITY MANAGER'S REPORTS

A) SUBMISSION OF OCTOBER 2017 SALES TAX REPORT (FINANCE)

Ed Wylie, Deputy City Manager, introduced the Sales Tax report for the month of October 2017 and stated the City of Pharr was up 4.33% as compared to last year. He stated the City was at positive standing and was number four in the region.

B) SUBMISSION OF SEPTEMBER 2017 TAX COLLECTION REPORT (FINANCE)

Ed Wylie, Deputy City Manager, introduced the Tax Collection report for the month of September 2017 and stated the City of Pharr was at 95.94% collection rate but was down in delinquent collections.

C) CITY EVENTS OF INTEREST

Ed Wylie, Deputy City Manager, reported the Governor's Office in partnership with the RGV Partnership and other local chambers would be hosting the Governor's Small Business Forum on October 19, 2017 at 8:30 a.m. at Boggus Ford Events Center. He stated the event provides entrepreneurs and small businesses the valuable tools, skills and knowledge needed to thrive in today's fast-paced economy. Ed Wylie, Deputy City Manager, also reported the Pharr Economic Development Corporation would be hosting a Ribbon Cutting for Golden Nail Salon on October 25, 2017 at 3:30 p.m. at 1536 S. Cage Blvd, Suite 1.

Ed Wylie, Deputy City Manager, further reported the Library would be having their Haunted House on October 26 and October 27, 2017 and invited the public to join them. He also reported the Bridge would be having a BridgeConnect Trade Session on November 2, 2017 from 9:00 a.m. to 12:00 p.m. at the Pepe Salinas Civic Center.

Ed Wylie, Deputy City Manager, reported the Parks and Recreation Department would be having a Day of Play on October 21, 2017 from 9:00 a.m. to 12:00 p.m. at Lore Garcia Park and stated the event was part of the City of Pharr designation as a Playful City USA. Mr. Wylie further invited the public to attend the Movies at the Park on October 28, 2017 from 8:00 p.m. to 10:00 p.m. at Dr. Long Park. He stated the movie showing was Hocus Pocus.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR OCTOBER 2, 2017 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 3 (ENGINEERING)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR RFP FOR EXECUTIVE RECRUITMENT SERVICES FOR THE POSITION OF POLICE CHIEF (HR)**

- D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD FOR THE USE OF THE JOSE "PEPE" SALINAS MEMORIAL CIVIC CENTER-LARGE HALL ON WEDNESDAY, NOVEMBER 1, 2017 FOR THEIR VOLUNTEER SWEARING IN CEREMONY (PARKS)**
- E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
- 1. CHIPOTLE TEXAS, LLC, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.05 ACRES, MORE OR LESS, OUT OF EL CENTRO MALL NO. 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-1.**
 - 2. GABRIELA'S HEAVENLY WINGS XXIII, LLC, D/B/A WINGSTOP RESTAURANT REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A LIMITED INDUSTRIAL DISTRICT (L-I). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.046 OF AN ACRE, MORE OR LESS, OUT OF LOT 1, SPAMER BUSINESS PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 8001 SOUTH JACKSON ROAD, SUITE 6.**
 - 3. HECTOR ESPINO, OWNER, REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO RESIDENTIAL TOWNHOUSE DISTRICT (R-TH). THE SUBJECT PROPERTY IS LOCATED ON THE NORTH SIDE WEST NEWCOMBE AVENUE WITH THE PHYSICAL ADDRESS OF 628 WEST NEWCOMBE AVENUE (PARK AVENUE). THE PROPERTY IS LEGALLY DESCRIBED AS BEING THE W46'-S100' OUT OF LOTS 18 & E22'-S100' OUT OF LOT 19, BLOCK 1, EULA YOUNG SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.**
 - 4. CAMPERO LEGACY PROPERTIES, LLC REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO A LIMITED INDUSTRIAL DISTRICT (L-I). THE SUBJECT PROPERTY IS LOCATED ON THE NORTH SIDE OF WEST ANAYA ROAD AND IS PHYSICALLY LOCATED BETWEEN THE 700 AND 900 BLOCK OF WEST ANAYA ROAD. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 7.43 ACRES GROSS, MORE OR LESS, OUT OF LOTS 358 & 359, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.**
 - 5. CAMPERO HOLDINGS COMPANY, LLC REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO A LIMITED INDUSTRIAL DISTRICT (L-I). THE SUBJECT PROPERTY IS LOCATED ON THE NORTH SIDE OF WEST ANAYA ROAD AND IS PHYSICALLY LOCATED BETWEEN THE 1100 AND 1200 BLOCK OF WEST ANAYA ROAD. THE PROPERTY IS LEGALLY DESCRIBED AS BEING 9.27 ACRES GROSS, MORE OR LESS, OUT OF LOT 359, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.**

Ed Wylie, Deputy City Manager, introduced the items and recommended approval of the consent agenda.

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

Ordinance Nos. O-2017-44, O-2017-45, and O-2017-46 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING UNANIMOUS SETTLEMENT AGREEMENT, SETTING RATES AND ESTABLISHING TARIFFS FOR THE PROVISION OF NATURAL GAS SERVICE BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., WITHIN THE CITY OF PHARR. 1ST & FINAL READING (ADMINISTRATION)

Ed Wylie, Deputy City Manager, introduced the item and briefly explained a lawsuit was filed by valley cities on protest of gas tax rates. He stated initially Texas Gas Service wanted to increase to \$5.17 million but the lawsuit brought it down to \$4.1 million. Therefore, the overall increase of 15.9% would equal an \$11 increase to taxpayers for gas service.

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

Ordinance No. O-2017-47 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-37 (RENTAL OF CITY FACILITIES) 1ST READING (PARKS)

Ed Wylie, Deputy City Manager, introduced the item and briefly stated this was for additional batting cages at 317 W. Gore.

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

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-87-40 (FLOODS) 1ST READING (ENGINEERING)

Ed Wylie, Deputy City Manager, introduced the item and stated the city was a participating member of the Federal Emergency Management Agency' (FEMA) National

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Flood Insurance Agency in which the citizens were eligible for cost effective flood insurance. He stated the Texas Water Development Board (TWDB) has identified needs in the city's local floodplain management ordinance and had determined that the ordinance be amended to meet those needs.

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

D) CONSIDERATION AND ACTION, IF ANY ON ORDINANCE AMENDING ZONING ORDINANCE NO. O-82-13 BY ADDING A NEW SECTION TITLED SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT (R1-E) 1ST READING (DEVELOPMENT SERVICES)

Ed Wylie, Deputy City Manager, introduced the item and stated this was an update to our zoning ordinance pursuant to budget workshop discussion on Commission wanting to have more quality and higher level housing on lots not less than 10,000 sq. ft.

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

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING A REPRESENTATIVE AND AN ALTERNATE FOR AMIGOS DEL VALLE BOARD OF DIRECTORS FOR FISCAL YEAR 2017-2018 (ADMINISTRATION)

Ed Wylie, Deputy City Manager, introduced the item and stated the current representatives were Comm. Guajardo and Comm. Medina.

Comm. Carrillo **moved** to re-appoint Comm. Guajardo as the Representative and Comm. Medina as the Alternate for Amigos Del Valle Board of Directors for Fiscal Year 2017-2019. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2017-71 is filed with the City Clerk's Office.

F) CONSIDER AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING FOUR (4) MEMBERS TO THE GOLF COURSE ADVISORY BOARD (PARKS)

Ed Wylie, Deputy City Manager, introduced the item and stated the terms of George Gonzalez, Eliseo Avendano, Oscar Villagomez and Javier Martinez would be expiring and they had indicated their interest in continue to serve.

Comm. Medina **moved** to re-appoint George Gonzalez, Eliseo Avendano, Oscar Villagomez and Javier Martinez to the Golf Course Advisory Board. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2017-72 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 (FINANCE)

Ed Wylie, Deputy City Manager, introduced the item and stated both, the Finance Director and Bond Attorney, were in the audience for any questions.

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

Resolution No. R-2017-73 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 1 FOR THE TRAFFIC SIGNAL IMPROVEMENTS ON VETERANS BOULEVARD AT KELLY AVENUE AND ELDORA ROAD (BID NO. 1617-01-528-0035) (ENGINEERING)

Ed Wylie, Deputy City Manager, introduced the item and stated this was for additional traffic signal loops on Business Highway 83 in the amount of \$4,300.

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

B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 1 AND FINAL RECONCILIATION OF QUANTITIES FOR THE JACKSON ROAD AND CAGE BLVD. RAISED MEDIANS CONSTRUCTION PROJECT (BID NUMBER 1617-01-528-0027) (ENGINEERING)

Ed Wylie, Deputy City Manager, introduced the item and stated the amount of change order was \$12,578 for quantities added for outgoing lane on right-hand side.

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

ITEM 7. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT AND THE STATE OF TEXAS TO IMPLEMENT THE FY2018 (GRANT #2018-PHARRPD-S-1YG-0098) STATE AND COMMUNITY HIGHWAY SAFETY GRANT PROGRAM. THIS GRANT CONCENTRATES ON COMMERCIAL MOTOR VEHICLE ENFORCEMENT (POLICE)**

Ed Wylie, Deputy City Manager, introduced the item and stated there were currently three patrol officers certified on commercial vehicles who identify overweight trucks, trucks that have broken taillights and any potential hazard on the road. He stated the grant was for \$12,000.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH R. GUTIERREZ ENGINEERING CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WEST THOMAS ROAD INTERSECTION WIDENING PROJECT (ENGINEERING)**

Ed Wylie, Deputy City Manager, introduced the item and stated this was for the intersection widening of west and east Thomas Road from a two lane to three lanes.

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

- C) CONSIDERATION AND ACTION IF ANY, AUTHORIZING CITY MANAGER TO ACCEPT PROPOSALS FROM SUPERIOR ALARMS FOR CABLING OF THE INTERNAL NETWORK FOR THE SOUTH PHARR DEVELOPMENT AND RESEARCH CENTER IN THE AMOUNT OF \$40,688.24 (LIBRARY)**

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

- D) CONSIDERATION AND ACTION, IF ANY, ON LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES FOR THE ACQUISITION OF NEW WORLD SOFTWARE FOR THE PHARR POLICE DEPARTMENT (POLICE)**

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Ed Wylie, Deputy City Manager, introduced the item and stated the Pharr Police Department was currently being hosted by the City of McAllen on all services and equipment. He explained these services include records, background checks and drivers' license checks during traffic stops. Mr. Wylie stated previous Police Chief obtained a grant for \$500,000 and this would be the first payment towards this software.

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

F) CONSIDERATION AND ACTIONS IF ANY, ON SERVICE AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR COMMUNITY THEATER TO PROVIDE EDUCATION AND CULTURAL SERVICES FOR THE CITIZENS OF PHARR (LIBRARY)

Ed Wylie, Deputy City Manager, introduced the item and stated the Pharr Community Theater was very appreciative and the sponsorship amount was \$35,000 annually for their programs.

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

At this time, Ed Wylie, Deputy City Manager, stated they would deviate into closed session. There was no objection.

ITEM 8. CLOSED SESSION

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 4:30 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 9. RECONVENE

The time being 4:57 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 7. CONTRACTS/AGREEMENTS

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E) CONSIDERATION AND ACTION, IF ANY, AMENDING CONTRACT WITH WASTE MANAGEMENT (FINANCE)

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

G) CONSIDERATION AND ACTION, IF ANY, AMENDING AGREEMENT WITH THE WENDORF DETECTIVE AGENCY FOR PROFESSIONAL SERVICES (HR)

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

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

H) CONSIDERATION AND ACTION, IF ANY, ON AMENDING INTERLOCAL AGREEMENT WITH THE P-SJ-A ISD ON THE PHARR AQUATIC CENTER (PARKS)

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

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

ITEM 10. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:58 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 16th DAY OF OCTOBER 2017 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: October 20, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-37 (Rental of City Facilities). ***2nd Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Parks and Recreation Department wishes to amend the rental facilities ordinance by adding the City's batting cages located at 317 W. Gore.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Sergio Alanis

City Management Office

Created/Initiated - 10/20/2017

Approved - 10/20/2017

Final Approval - 10/31/2017

ORDINANCE NO. O-2017-____

AN ORDINANCE AMENDING ORDINANCES O-2017-06; O-2016-25; O-2015-44; O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations”

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-40. Rental fee classes”

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

- (1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.
- (2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations. Examples are dances sponsored by non-profit corporations and church events

- (3) **Class III** (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceañeras, receptions, birthday parties and company banquets, etc.

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(1)TIERRA DEL SOL (HALL AND BAR AREA)

Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	8:00 a.m. – 1:00 p.m.	\$200.00	\$400.00	\$350.00	\$300.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	1:00 p.m. – 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	1:00 p.m. – 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$1100.00	\$1000.00	\$900.00
	1:00 p.m. – 1:00 a.m.	\$200.00	\$1200.00	\$1100.00	\$1000.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.
- d. **Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(2) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involve dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday	8 a.m.-10 p.m.	\$50.00	\$375.00
Sunday	8 a.m.-10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$400.00	\$360.00	\$300.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	Evening	1:00 p.m. – 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$450.00	\$400.00	\$360.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	Evening	1:00 p.m. – 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00
	Evening	1:00 p.m. – 1:00 a.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(6) CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Sunday-Friday	6 p.m.-12 MID.	\$50.	\$60. Per hr.	\$40. Per hr.	\$50. Per hr.
Saturday	8 a.m.-1:00 a.m.	\$50.	\$70. Per hr.	\$50. Per hr.	\$60. Per hr.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(7) CIVIC CENTER (CONFERENCE ROOM)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	\$20.00	\$25.00 Per hr.	\$15.00 Per hr.	\$20.00 Per hr.

Available for rental to small groups (Capacity - 48). A non-refundable deposit of \$20.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(8) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- b. **Restricted usage.** Parks will be used for practice and tournaments only. No smoking or alcoholic beverages will be allowed on premises.

(9) BATTING CAGES:

Rental Period	Cage Rental	Team Monthly	Team Training Pack
Monday-Friday 5 p.m.-10 p.m.	\$25.00 Individual without machine (1hr) \$30.00 Individual with machine (1hr)	\$200.00 2 Cages with one machine (4 visits per Month)	\$55.00 2 Cages with one machine

- a. **Payment of rental.** The full amount of the rental fee must be paid no later than 4:00 p.m. of the date of the request via cash or credit card.
- b. **Advanced reservations.** Reservations will not be accepted no later than 4:00 p.m.
- c. **Restricted usage.** Batting Cages will be used for practice only. **No smoking or alcoholic beverages will be allowed on premises.**

SECTION 4: EFFECTIVE DATE

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

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: November 2, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-87-40 (Floods). ***2nd Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Texas Water Development Board (TWDB) has evaluated the City of Pharr's local floodplain management ordinance and enforcement practices to determine whether or not they equal or exceed the minimum criteria stated in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP) regulations. After evaluation, the TWDB identified needs in the City of Pharr's floodplain management ordinance, and provided a model ordinance. The proposed amendments to Ordinance O-87-40 meet the needs identified and follow the TWDB's model ordinance.

A copy of Ordinance O-87-40 with proposed changes is attached. Additions are highlighted in either yellow or green, with green representing sections that may be inapplicable to the City of Pharr due to the city being landlocked. Deletions are shown with a strikethrough.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval of amendments to Ordinance O-87-40.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 11/02/2017

Omar Anzaldua
Patricia Rigney
City Management Office

New -

O-2017-

AN ORDINANCE AMENDING ORDINANCE NO. O-87-40 RELATED TO CHAPTER 58, "FLOODS" OF THE CITY OF PHARR CODE OF ORDINANCES; PROVIDING FOR EFFECTIVE DATE AND PUBLICATION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR PROPER NOTICE AND MEETING; PROVIDING FOR A SEVERABILITY; PROVIDING A PENALTY FOR NON-COMPLIANCE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, certain areas of the City of Pharr (the "City"), may be subject to periodic flooding, causing damage to properties within these areas; and

WHEREAS, as a condition of the continued eligibility of the City of Pharr, Texas to participate in the National Flood Insurance Program ("NFIP), the City's floodplain management regulations must equal or exceed the minimum criteria stated in the NFIP Regulations; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has promulgated a model ordinance to meet the minimum standards of the NFIP Regulations; and

WHEREAS, the City of Pharr's Board of Commissioners has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the City of Pharr to amend the Code of Ordinances as set forth herein.

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

ARTICLE II. - FLOOD DAMAGE PREVENTION

DIVISION 1. - GENERALLY

Sec. 58-26. - Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the 1-percent-annual change (100 year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-~~99~~ 30, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year – also called the Base Flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change in to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a non-basement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

~~(1) — Built, in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in zones V1-30, VE, or V, to have the bottom of the lowest horizontal structural member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and~~

~~(2) — Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.~~

~~In the case of zones A1-30, AE, A, A99, AO, AH, B, C, X and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.~~

~~In the case of zones A1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.~~

Existing construction means, for the purpose of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map or *FIRM* means an official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards areas and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevations of the base flood, as well as the flood boundary floodway map. — see *Flood elevation study*.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a special flood hazard and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodplain or *flood-prone area* means any land area susceptible to being inundated by water from any source; see definition of flood.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodways – see Regulatory floodway

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Habitable floor means any floor usable for the following purposes, which include working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a habitable floor.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. ~~For floodplain management purposes, the term also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, such term does not include park trailers, travel trailers, and other similar vehicles. The term "manufactured home" does not include a "recreational vehicle"~~

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for ~~floodplain management purposes, structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the city.~~ the purpose of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area – see area of special flood hazard

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided, that the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

Structure means for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure, ~~either:~~ before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

~~(1) — Before the improvement or repair is started; or~~

~~(2) — If the structure has been damaged and is being restored, before the damage occurred.~~

~~For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either: (i) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or (ii) any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places.~~

Variance means a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements see section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 58-27. - Statutory authorization.

The legislature of the state has, in ~~V.T.C.A.~~ the Flood Control Insurance Act, Texas Water Code § 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 58-28. - Findings of fact.

The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

Sec. 58-29. - Purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditures of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 58-30. - Lands to which article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of the city.

Sec. 58-31. - Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, The Flood Insurance Study (FIS) for the City of Pharr, Texas, dated June 16 January 16, 1979, with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRM and/or FBFM) dated October 19, 1982, and any revisions thereto, are hereby adopted by reference and declared to be a part of this article.

Sec. 58-32. - Compliance required.

No structure or land shall be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 58-33. - Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where the provisions of this article and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 58-34. - Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements.
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 58-35. - Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

DIVISION 2. - ADMINISTRATION

Sec. 58-51. - Floodplain administrator—Designated.

The ~~director of community planning and development~~ City Manager or his/her designee is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program regulations) pertaining to floodplain management.

Sec. 58-52. - Same—Duties and responsibilities.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
- (2) Review permit applications to determine whether proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this article.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 USC 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the state water commission Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data have not been provided in accordance with section 58-31, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of division 3 of this article.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development, including fill, shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first completes all of the provisions required by Section 65.12.

Sec. 58-53. - Development permit—Required.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 58-54. - Same—Application; basis for approval.

(a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but is not limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (1) Elevation, in relation to mean sea level, of the lowest floor, including basement, of all new and substantially improved structures.
- (2) Elevation in relation to mean sea level to which any nonresidential structure shall be flood-proofed.
- (3) A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood-proofing criteria of subsection 58-78(2).
- (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
- (5) The floodplain administrator shall maintain a record of all such information in accordance with subsection 58-52(1).

(b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

- (1) The danger to life and property due to flooding or erosion damage.
- (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

- (3) The danger that materials may be swept onto other lands to the injury of others.
- (4) The compatibility of the proposed use with existing and anticipated development.
- (5) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges and public utilities and facilities such as sewer, gas, electrical and water systems.
- (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (8) The necessity to the facility of a waterfront location, where applicable.
- (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
- (10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 58-55. - Variances.

- (a) The ~~appeal b~~Board of Adjustments, as established by the city, shall hear and render judgement on requests for variances from the requirements of this article.
- (b) The ~~appeal b~~Board of Adjustments shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (c) Any person or persons aggrieved by the decision of the ~~appeal b~~Board of Adjustments may appeal such decision in the court of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided the relevant factors in subsection 58-54(b) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted in this section and the intent of this article, the ~~appeal~~ Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (section 58-29).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

~~(j)~~ Prerequisites for granting variances under this article are as follows:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

- a. Showing a good and sufficient cause;
- b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
- c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(~~j~~k) Variances may be issued by the city for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

- (1) The criteria outlined in subsections (a) through (~~h~~i) of this section are met; and
- (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

DIVISION 3. - DEVELOPMENT AND CONSTRUCTION STANDARDS

Sec. 58-76. - Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities.
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters.
- (4) Control filling, grading, dredging and other development which may increase flood damage.
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 58-77. - General standards.

In all areas of special flood hazard, the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed, or modified, and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvement shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 58-78. - Specific standards when base flood elevation has been provided.

In all areas of special flood hazard where base flood elevation data have been provided as set forth in section 58-31, subsection 58-52(8), or subsection 58-79(c), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standards of this subsection, as proposed in subsection 58-54(a)(1), is satisfied.

(2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic ~~or~~ and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation, in relation to mean sea level, to which such structures are flood-proofed shall be maintained by the floodplain administrator.

(3) *Enclosures.* New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) *Manufactured homes.*

- a. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

- b. All manufactured homes shall be in compliance with subsection 58-78(1).
- c. Require that all manufactured homes to be placed or substantially improved within zones A1-30, AH and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation, such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement in accordance with the provisions of this subsection 58-78(4).

(5) *Recreational vehicle.* Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of subsection 58-54(a), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 58-79. - Subdivision proposals.

- (a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 58-28, 58-29 and 58-76.
- (b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet development permit requirements of sections 58-53, 58-54 and 58-77—58-80.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 58-31 or subsection 58-52(8).
- (d) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

Sec. 58-80. - Areas of shallow flooding (AO/AH).

Located within the areas of special flood hazard established in section 58-31 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor, including basement, elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM, or at least two feet if no depth number is specified.
- (2) All new construction and substantial improvements of nonresidential structures:
 - a. Have the lowest floor, including basement, elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM, or at least two feet if no depth number is specified; or
 - b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO zone, or below the base flood elevation in an AH zone, ~~flood~~ level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in subsection 58-54(a)(1), are satisfied.
- (4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 58-81. – 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.

Sec. 58-82. – Repealing clause

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

Sec. 58-83. – 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 Meeting Act, Chapter 551 of the Texas Government Code.

Sec. 58-84. – Severability

If any section, clause, sentence or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this article.

Sec. 58-85. – Penalties for non-compliance.

No structure or land shall hereafter be constructed, located, extend, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Pharr from taking such other lawful action as is necessary to prevent or remedy any violation.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance amending Zoning Ordinance No. O-82-13 by adding a new section titled Single Family Residential Estate District (R1-E) and amending Sec. 1.20 OP office and professional district. ***2nd Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: 1) The intent of creating a new zoning district is to promote larger lot sizes for residential development in the City of Pharr. The proposed zoning titled "Single Family Residential Estate District (R1-E)" is intended to provide development of primarily very low-density, single family residences on lots of not less than 10,000 square feet.

2) Sec. 1.20. OP office professional district will be modified to provide clarification for the paved parking lots under permitted uses for the Office Professional (OP) zoning classification.

Financial Consideration:

Staff Recommendation: Staff recommends approval on amending the Zoning Ordinance (O-82-13) by adding a new section titled "Single-Family Residential Estate District (R1-E) and amending Sec. 1.20 OP office professional district.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Roland Gomez
Melanie Cano

Created/Initiated - 10/31/2017
Approved - 10/31/2017
Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017

ORDINANCE NO. O-2017-____

AN ORDINANCE AMENDING THE ZONING ORDINANCE (O-82-13) OF THE CITY OF PHARR, TEXAS, AS ENACTED ON THE 30TH DAY OF MARCH, 1982, ENTITLED "AN ORDINANCE ESTABLISHING COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF PHARR BY THE PROVIDING ZONING DISTRICTS, AN OFFICIAL ZONING MAP, BY ADDING A NEW SECTION TITLED "SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT (R1-E)" AND **AMENDING SEC.1.20 OP OFFICE PROFESSIONAL DISTRICT**; PROVIDING FOR A SAVING CLAUSE, A SEPARABILITY CLAUSE; AN ORDER OF PUBLICATION, AND AN EFFECTIVE DATE."

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

SECTION 1: That the Zoning Ordinance of the City of Pharr, Texas as enacted on the 30th day of March, 1982, be amended, and the zoning map of the City of Pharr, Texas, be amended and they are hereby amended, all to conform with the comprehensive zoning designation(s).

SECTION 2: The Code of Ordinances, City of Pharr, Appendix A, Zoning, Article II., Use Districts and Conditional Uses is hereby amended by renumbering current section 1.12 through 1.15 to Sections 1.13 through 1.16.

SECTION 3: The Code of Ordinances, City of Pharr, Appendix A, Zoning, Article II., Use Districts and Conditional Uses is hereby amended by reserving section 1.17. and by adding the following provisions such that Section 1.12 shall read:

Sec. 1.12. R1-E Single Family Residential Estate District

SECTION 4: R1-E SINGLE FAMILY RESIDENTIAL ESTATE DISTRICT

A. Purpose

1. The Single Family Residential Estate Zoning (R1-E) is intended to provide for development of primarily very low-density detached, single-family residences on lots of not less than 10,000 square feet. It is intended for large lot subdivisions to provide sufficient space in appropriate locations for residential development to meet the present and future housing needs.
2. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage.

3. It is intended for areas that are properly buffered from nonresidential uses, and protected from pollution and/or environmental hazards or from high volume of nonsingle-family traffic.
4. To promote the most desirable use of land and direction of building development not in conflict with the adopted policies of the city; to promote stability of residential development; to protect the character of the district; to conserve the value of land and buildings; and to protect the city's tax base.

B. *Permitted Uses:*

1. One detached single-family dwelling per lot.
2. Agricultural uses on unplatted land, in accordance with all other adopted ordinances.
3. Public and private directional signs, official signs, political signs, nameplates, or real estate signs.
4. Church and other permitted institutions' signs showing names, activities and services therein provided.
5. During construction of a building, one illuminated sign advertising contracts [contractors] or architects on such buildings provided such sign is less than eight square feet in area, provided that signs shall recognize customary setback lines and be removed immediately after completion of such building.
6. Portable or storage building not larger than 120 square feet of floor area and ten feet in height.
7. Temporary real estate sales offices located on property being sold, or on-site construction offices limited to the period of sale, construction or two years, whichever is less.
8. Nurseries, greenhouses and gardens, where the products are not to be sold.
9. Day care centers with less than six children enrolled at any one time.
10. Paved automobile parking areas which are necessary to the uses permitted in this district.
11. An accessory use customarily related to a principal use authorized in this district.

C. *Conditional uses (require use permits, see Article III):*

1. Institutional uses, including day care centers with more than six children enrolled at any one time.
2. Home occupations as defined in this ordinance.
3. Associated recreation.
4. Guesthouses, or separate servant quarters.
5. A mobile home on an unsubdivided tract of five acres or more.
6. Portable buildings or storage building larger than 120 square feet and ten feet in height used as accessory to the residential use.
7. Facilities for railroads or those utilities holding a franchise under the City of Pharr.
8. Paved parking facilities for nonresidential uses that are not allowed in this district, if properly screened, buffered, and landscaped.
9. Real estate sales offices and on-site construction offices occupying mobile homes for more than two years.

D. Prohibited uses:

1. Any building erected or land used for other than one or more of the preceding specified uses.
2. The storage of equipment, material or vehicles, including abandoned vehicles which are not necessary to the uses permitted in this district.
3. On- and off-premises signs, portable signs, animated or illuminated signs.
4. A driveway or crosswalk, as distinct from a dedicated street, to provide access to premises in a commercial or industrial district.
5. Any use of property that does not meet the required minimum lot size; front, side and rear yard dimension; and/or lot width; or exceeds the maximum height, building coverage or density per gross acre as required.

E. Area requirements:

1. Minimum lot area, 10,000 square feet
2. Maximum number of single-family detached dwelling units per lot, one.

3. Minimum lot frontage on a public street, 70 feet.
4. Minimum lot depth, 120 feet.
5. Minimum depth of front setback, 25 feet.
6. Minimum depth of rear setback, internal lot:
 - a. Primary structure, ten percent of lot depth but not less than ten feet or more than 25 feet.
 - b. Detached accessory use building, five feet or zero feet abutting an alley.
7. Minimum width of side setback:
 - a. Internal lot, ten feet or as required by subdivision (note on plat).
 - b. Side yard setback abutting street, fifteen feet.
8. Minimum distance between separate buildings on the same lot or parcel of land, ten feet.
9. Minimum distance from the public right-of-way to the entrance to a garage or enclosed carport, unless otherwise specified by the planning and zoning commission, 18 feet.
10. Maximum building coverage as a percentage of lot area, 45 percent.
11. Maximum height of structures, 36 feet or 2½ stories.
12. Minimum number of paved off-street parking spaces required for:
 - a. One single-family dwelling unit, two.
 - b. All other uses, see "Off-Street Parking," article IV.
12. See article VII, sections 1.70 to 1.73, for further clarification, and exceptions and modifications.

SECTION 5 – The Code of Ordinances is hereby amended at Appendix A, Zoning, Article II, Sec.1.20 B. 6 to read as follows:

6. Paved parking lots.

- a. Provisions for the parking of vehicles may be incidental to the primary use. Such use located within sixty (60) feet of a residential zone must be

separated from said lot by a solid buffer fence, must be paved and at a minimum of 35,000 square feet in lot size. If parking of vehicles requires the transport of vehicles to destination, such vehicles must be transported in a light duty weight class truck and cannot exceed 10,000 GVWR (lbs).

SECTION 5 6 – SEVERABILITY

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

SECTION 6-7 – 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-7 8 – EFFECTIVE DATE; PUBLICATION

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

SECTION-8 9 – REPEALING CLAUSE

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

SECTION 9 10 – 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 10 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.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2017 STOP Failure to Attend School Project Grant #2546806.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department needs to update the Grantee's Authorized Official for STOP Failure to Attend School Project Grant #2546806

Financial Consideration:

Staff Recommendation: Approve request

Alternatives: Not approve change of Grantee's Authorized Signature

ROUTING:

Joel Robles

Created/Initiated - 10/30/2017

Jose Luengo

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017

RESOLUTION NO. R-2017-____

**OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION
(JA17 JUVENILE JUSTICE GRANT PROGRAM)**

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr, that the STOP Failure To Attend School Project be operated for the 09/01/2016 thru 08/31/2017; and

WHEREAS, The City of Pharr agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The City of Pharr designates the Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the City of Pharr approves submission of the grant application for the STOP Failure To Attend School Project to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 6th DAY OF NOVEMBER, 2017.

Grant Number: 2546806

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of November, 2017, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __ day of OCTOBER, 2017, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2017 Crime Victims Liaison Project Grant #2987302.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department needs to update the Grantee's Authorized Official for the Crime Victims Liaison Project Grant #2987302

Financial Consideration:

Staff Recommendation: Approve request

Alternatives: Not approve the request

ROUTING:

Joel Robles

Created/Initiated - 10/30/2017

Jose Luengo

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017

RESOLUTION NO. R-2017-____

**OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION
(GENERAL VICTIMS ASSISTNCE DIRECT SERVICES GRANT PROGRAM)**

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr, that the Crime Victims Liaison Project be operated for the 09/01/2016 thru 09/30/2018; and

WHEREAS, The City of Pharr agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The City of Pharr designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS That the City of Pharr approves submission of the grant application for the Crime Victims Liaison Project to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 6th DAY OF NOVEMBER, 2017.

Grant Number: 2987302

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of November, 2017, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the ____ day of November, 2017, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2016 Operation Stonegarden Grant #3173102.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department needs to update the Grantee's Authorized Official for the 2016 Operation Stonegarden Grant #3173102

Financial Consideration:

Staff Recommendation: Approve request

Alternatives: Not approve request

ROUTING:

Joel Robles

Created/Initiated - 10/30/2017

Jose Luengo

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017

RESOLUTION NO. R-2017__

**OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION OPERATION
STONEGARDEN GRANT PROGRAM (2016 OPSG APPLICATION)**

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr that the Operation Stonegarden Grant Program (OPSG-2016) be operated for the fiscal year 01-01-2017 to 08-31-2018; and

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2016) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, the City of Pharr agrees to provide if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, the City of Pharr agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

WHEREAS, the City of Pharr designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the City of Pharr approves submission of the grant application for the Operation Stonegarden Grant Program (OPSG-2016) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 6th DAY OF NOVEMBER, 2017.

Grant Number: 3173102

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the ____ day of November, 2017, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the ____ day of November, 2017, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution changing the grantee's authorized official for the 2017 First Offender Program Grant #2903703.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department needs to update the Grantee's Authorized Official for the 2017 First Offender Program Grant #2903703

Financial Consideration:

Staff Recommendation: Approve request

Alternatives: Not approve request

ROUTING:

Joel Robles

Created/Initiated - 10/30/2017

Jose Luengo

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017

RESOLUTION NO. R-2017-____

**OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION
(JA17 JUVENILE JUSTICE GRANT PROGRAM)**

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr, that the First Offender Program be operated for the 09/01/2016 thru 08/31/2017; and

WHEREAS, The City of Pharr agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The City of Pharr designates the Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the City of Pharr approves submission of the grant application for the First Offender Program to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS 6th DAY OF NOVEMBER, 2017.

Grant Number: 2903703

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of November, 2017, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __ day of November, 2017, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on sponsorship in the amount of \$1,500 for the Texan By Nature Learning Landscapes Luncheon for LRGV Schools on Wednesday, November 8, 2017.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Lower Rio Valley Learning Landscapes Collaborative (LRGV LL) has been designated a valued partner as a Conservation Wrangler by Austin-based, nonprofit Texan by Nature for the creation of native habitats as learning centers as part of a multi-school district initiative in South Texas.

The LRGV LL Collaborative currently has five school districts committed to planting native butterfly gardens on school campuses in the Pharr-San Juan-Alamo, McAllen, Donna, and Harlingen ISDs, as well as IDEA Public Schools.

A luncheon for LRGV Schools will be held on Wednesday, November 8, 2017 at Quinta Mazatlan with Keynote Speaker Former First Lady Laura Bush. The luncheon will raise grant funds to go directly to the RGV Learning Landscapes program to purchase native plants for the school projects.

Financial Consideration: \$1,500.00

Staff Recommendation: Staff recommends Queen Butterfly Partner sponsorship in the amount of \$1,500.

Alternatives: Not to approve.

ROUTING:

Hilda Pedraza

Created/Initiated - 10/30/2017

Karla Moya

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



Press Release

FOR IMMEDIATE RELEASE: October 11, 2017

Lower Rio Grande Valley Learning Landscapes Collaborative Designated a Conservation Wrangler by Texan by Nature

Austin and McAllen, Texas: Lower Rio Grande Valley Learning Landscapes Collaborative (LRGV LL) has been designated a valued partner as a Conservation Wrangler by Austin-based, nonprofit Texan by Nature for the creation of native habitats as learning centers as part of a multi-school district initiative in South Texas. Founded by former First Lady Laura Bush, Texan by Nature's mission is to spur Texan-led conservation that produces tangible benefits for people, prosperity, and natural resources by activating new investments in conservation.

The Lower Rio Grande Valley Learning Landscapes Collaborative is a network of organizations working together to engage students, teachers and administrators throughout school districts of the Rio Grande Valley to incorporate native habitat gardens as outdoor classrooms. The organization's goal is to infuse the community with a deep appreciation, respect, and cultural pride of the local ecosystems through experiential learning. Not only are learning landscapes highly educational and ecologically critical, they are water wise and economically beneficial to the overall maintenance and appearance of the Lower Rio Grande Valley schools and community.

"The next best thing to bringing children to nature is bringing nature to children," said Allen Williams, landscape habitat specialist for the Pharr-San Juan-Alamo Independent School District. "Schoolyard native habitats or learning landscapes reflect the unique culture and history of the people, the schools, and the communities they serve."

"Scientific research tells us that children and adults must reconnect with nature for mental and physical well-being," said Tina Bufford, Texan by Nature's board president. "This collaborative provides a framework for students to learn about native habitats and ecosystems as well as improve their academic skills through hands-on inquiries into the natural world."

Texan by Nature's Conservation Wrangler Program highlights the very best Texan-led conservation projects occurring in Texas. This is one of three program offerings through Texan By Nature that engage citizens in stewardship. Texan by Nature supports select innovative, transformational projects in the field of conservation with tailored aid, resources, and visibility. Collaborative partnerships for conservation yield great benefits — for our natural landscapes, native plants and wildlife, and for everyone involved. Texan by Nature connects, catalyzes, and communicates for the benefit of Conservation Wrangler partners.

About Lower Rio Grande Valley Learning Landscapes Collaborative

The Lower, Rio Grande Valley Learning Landscapes (LRGV LL) Collaborative currently has five school districts committed to planting native butterfly gardens on school campuses in the Pharr-San Juan-Alamo, McAllen, Donna, and Harlingen ISDs, as well as IDEA Public Schools. The collaborative has the potential of creating over 150 gardens and installing over 7,550 native plants on school campuses throughout South Texas. This will help attract countless butterflies, birds and other wildlife to the area

positively impacting local ecosystems. A school garden curriculum will also be launched supporting the STEAM (Science, Technology, Engineering and Math) educational framework. The curriculum and garden plans will be made available to all schools with a goal of expanding the number of committed districts in the region.

About Texan by Nature

Texan by Nature (formerly *Taking Care of Texas*) was founded in 2011 by former First Lady Laura Bush to align the broad interests of conservation groups with business, healthcare, schools, the scientific community, and faith-based organizations. The organization's core belief is that our state's prosperity and quality of life are strongly linked to the conservation of natural resources, so it is Texan by Nature's mission to spur Texan-led conservation that produces tangible benefits for people, prosperity, and natural resources. The organization accomplishes this by bringing the message of conservation to new audiences and activating new investments in conservation that are Texan- led, community-organized, and science-based.

More information about Texan by Nature can be found [here](#).

Media Contacts

Colleen Hook, Rio Grande Valley Learning Landscapes Collaborative, 832-282-2423 / chook@mcallen.net

Kent Nutt, Texan by Nature, 512-422-0552 / kent@texanbynature.org

#

TEXAN BY NATURE

Learning Landscapes Luncheon for LRGV Schools

Wednesday, November 8th, 2017 • Quinta Mazatlán
600 Sunset Drive; McAllen, Texas

KEYNOTE SPEAKER:

Former First Lady Laura Bush

The Rio Grande Valley Learning Landscapes program provides stimulating environments on school grounds to provide hands-on learning opportunities for students while enhancing their connection to the unique ecosystem of the Rio Grande Valley. The Learning Landscapes program is a Texan by Nature Conservation Wrangler partner which highlights the very best conservation projects in Texas.

The 2017 Learning Landscapes Luncheon will raise grant funds to go directly to the RGV Learning Landscapes program to purchase native plants for the school projects.

INDIVIDUAL, ORGANIZATION AND CORPORATE SPONSORSHIP RESERVATION FORM

Learning Landscapes Partner \$5,000

- Presenting Sponsor
- Special recognition during luncheon
- Eight Guests-Premier seating during luncheon
- Eight Guests-Private Reception & Photo Opportunity Before Lunch
- Eight Books-Signed copies of Our Great Big Backyard
- Name/logo on all event materials as Presenting Sponsor
- Print and electronic media recognition as Presenting Sponsor

Monarch Butterfly Partner \$2,500

- Special recognition during luncheon
- Eight Guests-Premier seating during luncheon
- Four Guests-Private Reception & Photo Opportunity Before Lunch
- Four Books-Signed copies of Our Great Big Backyard
- Name/logo on all event materials as Presenting Sponsor
- Print and electronic media recognition as Presenting Sponsor

Queen Butterfly Partner \$1,500

- Four Guests-Favored seating during luncheon
- Two Guests-Private Reception & Photo Opportunity Before Lunch
- Two Books-Signed copies of Our Great Big Backyard
- Name/logo on all event materials as Presenting Sponsor
- Print and electronic media recognition as Presenting Sponsor

Please know your contribution is tax-deductible to the extent allowed by law.





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: November 2, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on sponsorship in the amount of \$3,000 for the Annual Renaissance Cancer Foundation Gala to be held on Sunday, December 3, 2017.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Renaissance Cancer Foundation, Inc. is requesting sponsorship donations their Annual Renaissance Cancer Foundation Gala on Sunday, December 3, 2017 at the Edinburg Conference Center at Renaissance.

The Renaissance Cancer Foundation is a non-profit organization whose purpose is to provide support for cancer patients in the Rio Grande Valley. Since its establishment in 2008, the foundation has committed its efforts to build community awareness through seminars, onsite dietitian, massage therapy, beauty salon, free health screenings, cancer support groups, and financial assistance. Donations will be used to provide assistance to cancer patients in our community.

Financial Consideration: \$3000.00

Staff Recommendation: Staff recommends \$3,000 "Bronze Sponsorship".

Alternatives:

ROUTING:

Hilda Pedraza

Karla Moya

City Management Office

Created/Initiated - 11/02/2017

Approved - 11/03/2017

New -

RENAISSANCE CANCER FOUNDATION GALA

P R E S E N T S

Viva LAS VEGAS

FEATURING TWICE VOTED LAS VEGAS
HEADLINER OF THE YEAR



SUNDAY, DECEMBER 3, 2017

6:00 PM DOORS / 7:30 PM SHOW

**EDINBURG CONFERENCE CENTER
AT RENAISSANCE**

118 PASEO DEL PRADO / EDINBURG, TX 78539

SPONSORED BY



DHRHealth



BERT OGDEN
Rio Grande Valley



LOVE YOUR CHA CHAS



Lone Star
National Bank

For information, please call (956) 362-2191.



Dear Friend,

Our annual **Renaissance Cancer Foundation Gala** will take place on **Sunday, December 3, 2017 at the Edinburg Conference Center at Renaissance**. This year's theme is **Viva Las Vegas**. Our goal is to raise **\$275,000.00** that will be used for cancer patients in the Rio Grande Valley. In order to meet this goal, we are asking for sponsorships from businesses and individuals such as yourself.

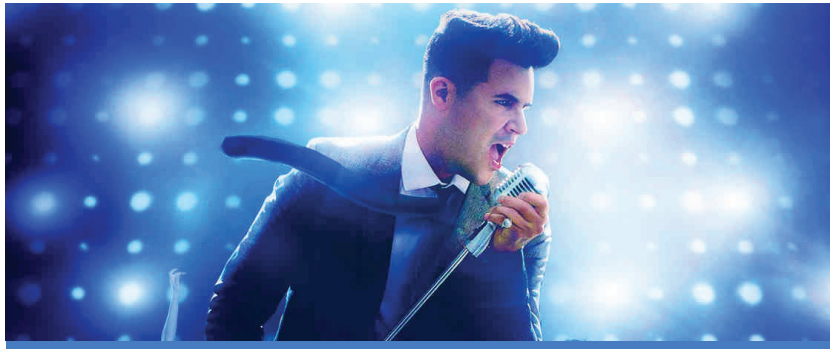
By giving to this annual event you'll be supporting the **Renaissance Cancer Foundation** and helping us provide assistance to cancer patients in our community. We ask that you will consider a sponsorship donation. Our sponsorship levels consist of: Platinum Sponsor (\$25,000), Gold Sponsor (\$10,000), Silver Sponsor (\$5,000), Bronze Sponsor (\$3,000) and Patron Sponsor (\$1,000). Your donation will be recognized at our event in several ways. Depending on your sponsorship level, your name will be placed on all materials and banners that publicize the event as well as announced verbally at the event itself and you will receive tickets for the event. Individual tickets range from: General Admission (\$100), Reserved (\$200) and VIP (\$250).

The Renaissance Cancer Foundation is a 501 (c) (3) tax exempt non-profit organization whose purpose is to provide support for cancer patients in the Rio Grande Valley. Since its establishment in 2008, the Renaissance Cancer Foundation has committed its efforts to build community awareness through seminars, onsite dietician, massage therapy, beauty salon, cancer support groups, and financial assistance, free health screenings, just to name a few. This is only possible because of thoughtful contributions from people like you.

We hope that we can count on you to help support our cause. You will be contacted in the next several days. If you have any questions or concerns in the meantime, please feel free to call (956) 362-2191.

Thanks in advance for your consideration!

Make Check Payable to:
Renaissance Cancer Foundation Inc.
5501 S. McColl
Edinburg, TX 78539
Tax ID #: 26-3342668



PLATINUM SPONSORSHIP

SPONSORSHIP DONATION INCLUDES:

TV / Radio / Print Advertising Promoting the Gala

10 VIP Tickets to the show valued at \$250 each

1 Full Page Ad in Playbill

1 Half Page Ad in Playbill

Recognition in On-Site Signage / Event

On-Stage Recognition

VIP TICKET INCLUDES THE FOLLOWING:

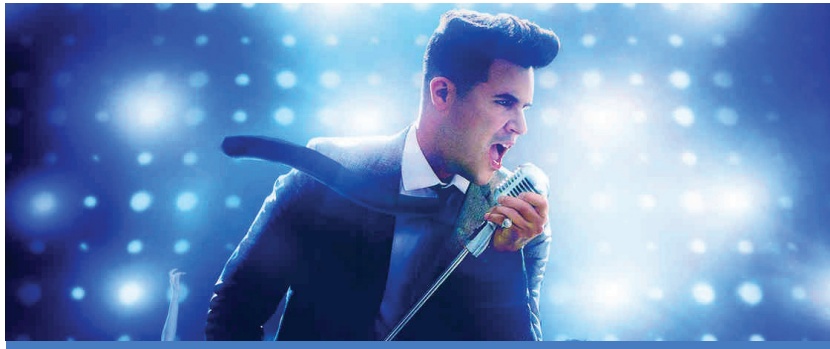
Heavy hors d'oeuvres and cocktail reception prior to show

Open champagne and wine bar, margaritas and more

Dessert and artist meet and greet opportunity after show

SPONSOR DONATION: \$25,000

*All sponsorship/ donations are tax deductible



GOLD SPONSORSHIP

SPONSORSHIP DONATION INCLUDES:

Radio / Print Advertising Promoting the Gala

8 VIP Tickets to the show valued at \$250 each

1 Full Page Ad in Playbill

1 Half Page Ad in Playbill

Recognition in On-Site Signage / Event

Recognition in Playbill

VIP TICKET INCLUDES THE FOLLOWING:

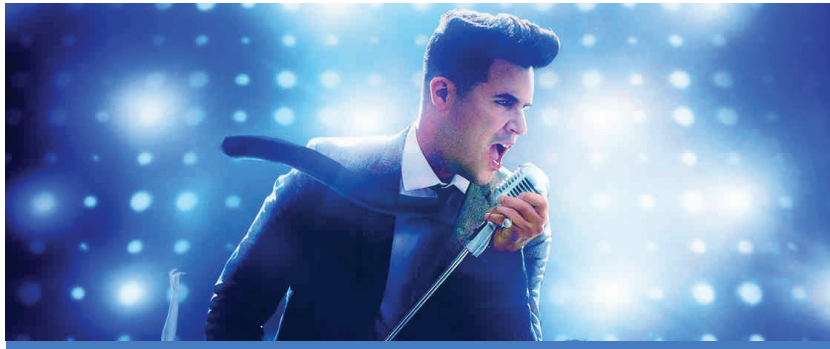
Heavy hors d'oeuvres and cocktail reception prior to show

Open champagne and wine bar, margaritas and more

Dessert and artist meet and greet opportunity after show

SPONSOR DONATION: \$10,000

*All sponsorship/ donations are tax deductible



SILVER SPONSORSHIP

SPONSORSHIP DONATION INCLUDES:

6 VIP Tickets to the show valued at \$250 each

1 Full Page Ad in Playbill

1/4 Page Ad in Playbill

On-site signage at Show

Recognition in Playbill

VIP TICKET INCLUDES THE FOLLOWING:

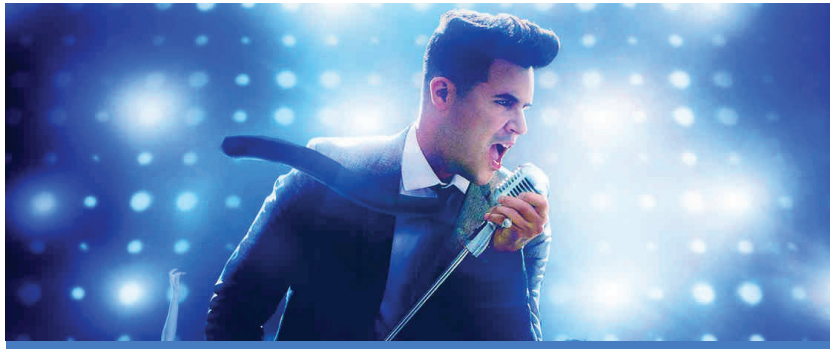
Heavy hors d'oeuvres and cocktail reception prior to show

Open champagne and wine bar, margaritas and more

Dessert and artist meet and greet opportunity after show

SPONSOR DONATION: \$5,000

*All sponsorship/ donations are tax deductible



BRONZE SPONSORSHIP

SPONSORSHIP DONATION INCLUDES:

4 VIP Tickets to the show valued at \$250 each (\$1,000)

1 Exclusive Full Page Ad in Playbill (\$1,500)

Recognition in On-Site Signage / Event (\$500)

VIP TICKET INCLUDES THE FOLLOWING:

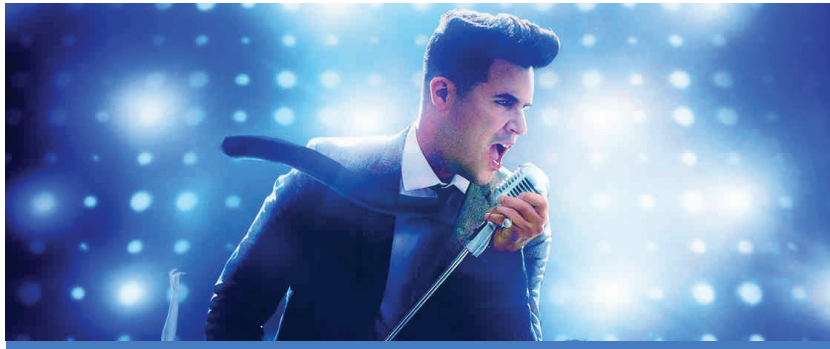
Heavy hors d'oeuvres and cocktail reception prior to show

Open champagne and wine bar, margaritas and more

Dessert and artist meet and greet opportunity after show

SPONSOR DONATION: \$3,000

*All sponsorship/ donations are tax deductible



PATRON SPONSORSHIP

SPONSORSHIP DONATION INCLUDES:

2 VIP Tickets to the show valued at \$250 each

Recognition in Playbill/ Event (\$250)

Recognition in On-Site Signage / Event (\$500)

VIP TICKET INCLUDES:

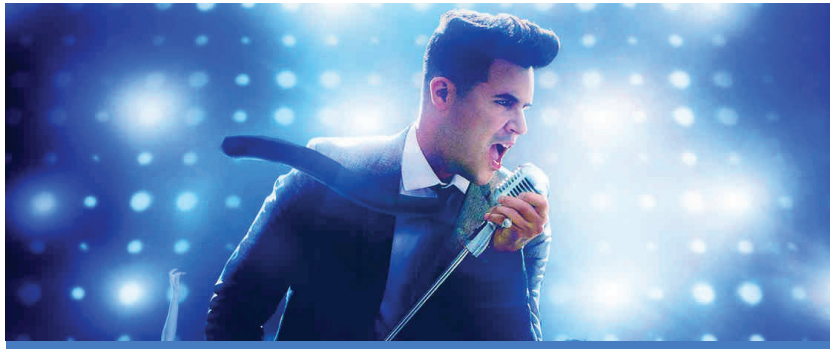
Heavy hors d'oeuvres and cocktail reception prior to show

Open champagne and wine bar, margaritas and more

Dessert and artist meet and greet opportunity after show

SPONSOR DONATION: \$1,000

*All sponsorship/ donations are tax deductible



DONATION FORM

- ☐ **Platinum Sponsorship:** \$25,000
☐ **Gold Sponsorship:** \$10,000
☐ **Silver Sponsorship:** \$5,000

- ☐ **Bronze Sponsorship:** \$3,000
☐ **Patron Sponsorship:** \$1,000

.....

Your Name / Company Name: _____

Contact Person: _____

Address: _____ City/State/Zip: _____

Phone: _____ Mobile: _____ Fax: _____

Email Address: _____

Payment Method

- ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover ☐ Check

Account Number: _____ Expiration Date: _____

Name as it Appears on Card: _____

Billing Address: _____ City/State/Zip: _____

Enclosed is my check for \$ _____ made payable to the Renaissance Cancer Foundation.

PROGRAM ADS:

- | | |
|---|---|
| ☐ Back Cover: \$2,250 | ☐ Half Page: \$750 |
| ☐ Full Page: \$1,500 | ☐ Quarter Page: \$500 |

Mail To:

Doctors Hospital at Renaissance Cancer Center
Attn.: Renaissance Cancer Foundation
2717 Michael Angelo Drive
Edinburg, TX 78539



PROGRAM BOOKLET

Back Cover - \$2,250
(5.5"W x 8.5"H)

Full Page - \$1,500
(5"W x 8"H)

Half Page - \$750
(5"W x 3.75"H)

Quarter Page - \$500
(2.375"W x 3.75"H)

At least 750 copies
will be printed.

Limited availability.
First come, first serve.

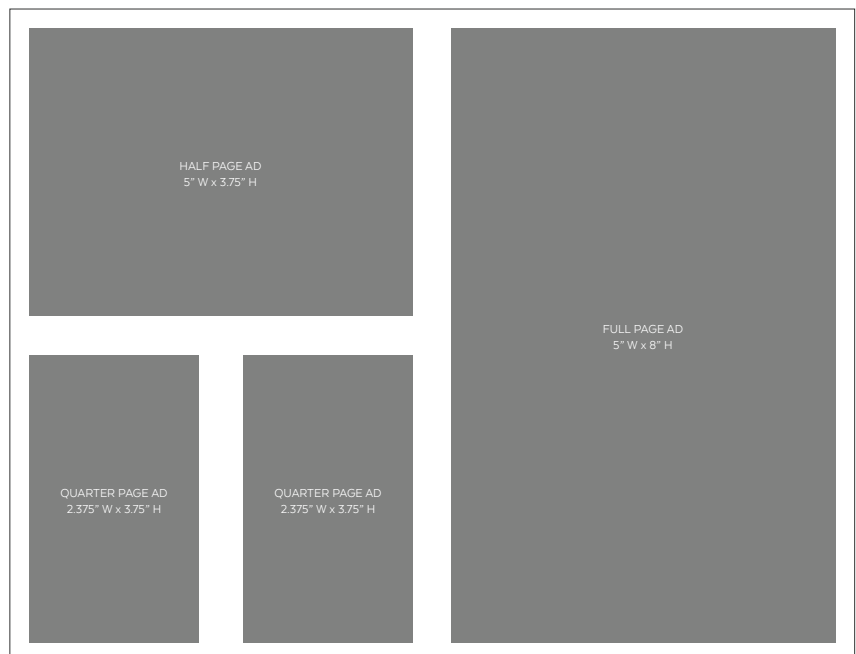
Artwork Submission:

PDF: CMYK, press quality, with all fonts embedded. Acceptable PDF's must be created from the following programs: Adobe InDesign, QuarkXPress, Adobe Illustrator. The quality of PDFs created with any other program cannot be guaranteed.

EPS: EPS file with all fonts converted to outlines from Adobe Illustrator or Freehand.

Adobe Photoshop native files: .tiff, and .jpg files are acceptable however the quality of text and line art won't be as crisp as files provided in the formats above.

For more information, call
(956) 362-2191





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on membership renewal with the Texas International Produce Association (TIPA) for \$2,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On October 18, 2017, the Bridge Board approved the Membership renewal with Texas International Produce Association (TIPA) for \$2,000.

Financial Consideration: \$2,000.

Staff Recommendation:

Authorization to renew Membership with Texas international Produce Association. The Pharr international Bridge has been a member since 2012.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 10/27/2017

Luis Bazan

Approved - 10/27/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



901 Business Park Drive, Ste. 500
Mission, Texas 78572
(956) 581-8632 ★ Fax (956) 581-3912
www.texipa.org

September 28, 2017

Luis Bazan
City of Pharr
9900 S. Cage Blvd.
Pharr, TX 78577

Dear Luis,

I want to thank you for your membership during our 2016-2017 year. Without your support, TIPA would not be able to provide the critical advocacy, promotional, and educational efforts that are necessary to ensuring our industry's ongoing success. To that continued motive, it is once again time that I ask you renew membership with the Texas International Produce Association for the 2017-2018 year.

TIPA continues to be engaged at the local, state, and federal levels as we educate our elected officials and state and federal agencies on the challenges and opportunities that face our great industry. This last year, we made numerous trips to Washington D.C. where we met on Capitol Hill with our Congressmen and Senators on a variety of critical issues including the upcoming 2018 Farm Bill, immigration & H2A reform, FSMA guidance and implementation, maintaining fresh fruits and veggies in school lunch programs, and improving the flow of cross border trade, just to name a few. TIPA will also be actively involved in the upcoming 2018 Texas legislative session in Austin, to push for funding which seeks to improve and enhance our industry's needs at all levels.

In addition to public policy work, TIPA is focused on providing valuable educational and opportunities for our members. This year we hosted our third annual VIVA Fresh Produce Expo which yet again featured a sold-out show floor with over 300 buyers, and nearly 2,000 attendees. We've organized education for members across multiple topics, ranging from FSMA and Crisis Management to border wall and SENASICA implementations. Today, TIPA staff is busy preparing for Texas Town at PMA as many members will be attending as part of the 20,000-strong congregation of produce professionals.

Myself, the TIPA staff and board of directors all stand dedicated to educating, advocating, promoting, and representing our 250 members. We sincerely appreciate your support and look forward to working with you in the coming year as we move forward in fostering a successful economic, political, and business climate for the entire Texas produce industry.

Sincerely,

Dante L. Galeazzi
President & CEO
Texas International Produce Association

AND THANK YOU LUIS & THE ENTIRE
TEAM @ THE BRIDGE FOR ALL YOUR
CONTINUED SUPPORT!



901 Business Park Drive, Suite 500
Mission, Texas 78572
Phone: (956) 581-8632 ★ Fax: (956) 581-3912
www.texipa.org
Membership contact: lilly.garcia@texipa.org

September 28, 2017

INVOICE

Luis Bazan
City of Pharr
9900 S. Cage Blvd.
Pharr, TX 78577

Membership Dues - "MUNICIPAL/GOVERNMENT MEMBER"

This classification includes members who are city or county government entity.

THANK YOU!

Total Amount Due: \$ 2,000.00

- ☐ Full amount \$ 2,000.00 due by 10/01/2017
- ☐ Installments: 1st payment \$500.00 due 10/01/2017
2nd payment \$500.00 due 12/01/2017
3rd payment \$500.00 due 02/01/2018
4th payment \$500.00 due 04/01/2018

Credit Card Type _____ # _____ - _____ - _____ Exp. ____/____ CSV Code _____

Signature: _____

- ☐ Please check here if you would like TIPA to keep this credit card on file for future annual membership billing.

If you have any questions or concerns, please do not hesitate to contact our office at 956.581.8632.

Now in our 76th year of dedicated service to our members.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.L.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on NASCO annual membership dues for \$5,000.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On October 18, 2017, the Bridge Board approved the NASCO Annual Membership dues for \$5,000.

Financial Consideration: \$5,000

Staff Recommendation:

Authorization to renew the membership with North American Strategy for Competitiveness (NASCO). The Pharr international Bridge has been a member since 2013.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 10/27/2017

Luis Bazan

Approved - 10/27/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



NASCO

**North American Strategy for
Competitiveness**

4347 W. Northwest Hwy, Suite 130-250
Dallas TX 75220
U.S.A

Invoice

Invoice# INV-000392

Balance Due
USD5,000.00

Bill To
Pharr International Bridge
Mr. Luis Bazan

9900 S. Cage Blvd.
Pharr Texas
78577

Invoice Date : 09/11/2017

Due Date : 11/01/2017

#	Item & Description	Rate	Amount
1	NASCO Membership November 1, 2017 - October 31, 2018	5,000.00	5,000.00
		Sub Total	5,000.00
		Total	USD5,000.00
		Balance Due	USD5,000.00

Notes

You are welcome to pay by check, credit card or wire transfer. Please make all checks payable to NASCO or North American Strategy for Competitiveness. If you wish to pay by credit card please contact the NASCO office for payment by phone at 214.744.1006. If paying by credit card, there is a 3% transaction fee.

We truly appreciate your support!



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on approval of Deduct Change Order Number 2 and Final Reconciliation of Quantities for the West Moore Road Improvements Project (Bid Number 1617-01-528-025)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Texas Cordia Construction has completed the West Moore Road Improvements. A final walk through was held on October 18, 2017, and improvements were completed in general compliance with plans and specifications.

The final quantities included an under run of bid items, as well as, new bid items for construction of curb ramps. This resulted in a net decrease to the contract in the amount of \$80,284.76.

Financial Consideration:

Original Contract:	\$332,153.00
Change Order Number 1:	\$47,550.00
Change Order Number 2:	-\$80,284.76
Revised Contract:	\$299,418.24
Expenditures to Date:	\$284,447.33

Final Payment & Retainage is in the amount of \$14,970.91

Staff Recommendation: Staff recommends approval of Deduct Change Order Number 2 and Final in the amount of \$80,284.76 for a revised contract amount of \$299,418.24.

Alternatives: None.

ROUTING:

Maria Rangel

Created/Initiated - 10/30/2017

Omar Anzaldúa

Approved - 10/30/2017

Karla Moya

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



CHANGE ORDER

Contractor: Texa Cordia Construction

Change Order No.: 2

Project: W. Moore Road Improvments

Date: 10/5/2017

Notice to Proceed Date: 31-Mar-17

Change Order Amount: (\$80,284.76)

You are directed to make the following changes in the Contract Documents:

Reconciliation of final quantities.

Reason for Change Order:

Reconciliation of final quantities.

	Contract Price		Contract Time(Calendar Days)
Original Contract:	\$ 332,153.00	Original Completion Date:	<u>10-Apr-17</u>
Previous Change Order: (+/-)	\$ 47,550.00	Additional Days:	<u>0</u>
This Change Order: (+/-)	\$ (80,284.76)	Revised Completion Date:	<u>27-Jul-17</u>
Revised Contract Amount:	\$ 299,418.24		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Yara Corbitt

Contractor

[Signature]
Authorized Signature

10/10/17
Date

Recommended:

Mario A. Reyna, P.E.

Project Engineer

[Signature]
Authorized Signature

10-12-17
Date

Omar Anzaldua Jr., P.E.

City Engineer

Authorized Signature

Date

Approved:

Juan Guerra

City Manager

Authorized Signature

Date

RECONCILIATION OF FINAL QUANTITIES									
WEST MOORE ROAD IMPROVEMENTS									
TEXAS CORDIA CONSTRUCTION LLC									
ITEM	DESCRIPTION	CONTRACT QUANTITY	UNIT	FINAL QUANTITY	UNIT	OVER/ UNDER	UNIT PRICE	CONTRACT ITEM COST	COST ADJUSTMENT
1.	Excavation & grading	2,500	SY	683	SY	-1,817	\$ 4.00	\$ 10,000.00	\$ (7,268.00)
2.	8" Comp subgrade	2500	SY	500	SY	-2,000	\$ 2.00	\$ 5,000.00	\$ (4,000.00)
3.	Lime	157	TNS	124.96	TNS	-32	\$ 219.00	\$ 34,383.00	\$ (7,016.76)
4.	10" Comp crushed caliche base w/prime	2,500	SY	500	SY	-2,000	\$ 9.00	\$ 22,500.00	\$ (18,000.00)
5.	3" HMAC w/tack	2300	SY	500	SY	-1,800	\$ 19.00	\$ 43,700.00	\$ (34,200.00)
6.	18" Curb & gutter	160	LF	160	LF	0	\$ 17.00	\$ 2,720.00	\$ -
7.	Salvage use of flexible pavement	15900	SY	15900	SY	0	\$ 1.50	\$ 23,850.00	\$ -
8.	2" HMAC w/tack overlay	15900	SY	15900	SY	0	\$ 10.00	\$ 159,000.00	\$ -
9.	Striping	1	LS	1	LS	0	\$ 5,000.00	\$ 5,000.00	\$ -
10.	Caliche allowance	1100	TNS	253	TNS	-847	\$ 10.00	\$ 11,000.00	\$ (8,470.00)
11.	Betterment allowance	1	LS	0	LS	-1	\$ 15,000.00	\$ 15,000.00	\$ (15,000.00)
SUB-TOTAL PROJECT ADJUSTMENT:								\$ 332,153.00	\$ (93,954.76)
Change Order #1:									
1.	Storm manhole near Cage Blvd	1	EA	1	EA	0	\$ 4,300.00	\$ 4,300.00	\$ -
2.	Storm manhole near Jackson Rd	1	EA	1	EA	0	\$ 5,484.00	\$ 5,484.00	\$ -
3.	Adjustment of inlets on Cage Blvd	1	LS	1	LS	0	\$ 7,600.00	\$ 7,600.00	\$ -
4.	Adjustment of inlets on Jackson Rd	1	LS	1	LS	0	\$ 4,300.00	\$ 4,300.00	\$ -
5.	18" RCP pipe	32	LF	32	LF	0	\$ 38.00	\$ 1,216.00	\$ -
6.	ADA ramps	6	EA	6	EA	0	\$ 2,500.00	\$ 15,000.00	\$ -
7.	Concrete sidewalk	50	SF	50	SF	0	\$ 37.00	\$ 1,850.00	\$ -
8.	Traffic signs relocation	1	LS	1	LS	0	\$ 1,000.00	\$ 1,000.00	\$ -
9.	Traffic control plans	1	LS	1	LS	0	\$ 2,500.00	\$ 2,500.00	\$ -
10.	Adjust ex. Manhole at Cage Blvd intersec.	1	EA	1	EA	0	\$ 4,300.00	\$ 4,300.00	\$ -
Total Change Order #1:								\$ 47,550.00	\$ -
								\$ 379,703.00	\$ (93,954.76)

Sheet1

Additional Work:									
1.	ADA ramps	0	EA	1	EA	1	\$ 2,500.00	\$ -	\$ 2,500.00
2.	18" Curb & gutter	0	LF	40	LF	40	\$ 17.00	\$ -	\$ 680.00
3.	Concrete sidewalk	0	SF	50	SF	50	\$ 37.00	\$ -	\$ 1,850.00
4.	Retaining wall	0	LF	32	LF	32	\$ 270.00	\$ -	\$ 8,640.00
Total Additional Work:									\$ 13,670.00
TOTAL PROJECT ADJUSTMENT:								\$ 379,703.00	\$ (80,284.76)

Signature	Date
-----------	------

Attachment "A"
Tabulation of Contact Work Performed

West Moore Road Improvements													
Item No.	Description	Contract				Change Order #2		Previous Application		This Period		Total To Date	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	EXCAVATION & GRADING	SY	2500	\$ 4.00	\$ 10,000.00	-1817	\$ (7,268.00)	683.00	\$ 2,732.00		\$ -	683.00	\$ 2,732.00
2	8" COMPACTED SUBGRADE	SY	2500	\$ 2.00	\$ 5,000.00	-2000	\$ (4,000.00)	500.00	\$ 1,000.00		\$ -	500.00	\$ 1,000.00
3	LIME	TNS	157	\$ 219.00	\$ 34,383.00	-32.04	\$ (7,016.76)	124.96	\$ 27,366.24		\$ -	124.96	\$ 27,366.24
4	10" COMPACTED CRUSHED CALICHE BASE W/PRIME COAT	SY	2500	\$ 9.00	\$ 22,500.00	-2000	\$ (18,000.00)	500.00	\$ 4,500.00		\$ -	500.00	\$ 4,500.00
5	3" HOT MIX ASPHALTIC CONCRETE W/TACK COAT	SY	2300	\$ 19.00	\$ 43,700.00	-1800	\$ (34,200.00)	500.00	\$ 9,500.00		\$ -	500.00	\$ 9,500.00
6	18" CURB & GUTTER	LF	160	\$ 17.00	\$ 2,720.00	0	\$ -	160.00	\$ 2,720.00		\$ -	160.00	\$ 2,720.00
7	SALVAGE USE OF FLEXIBLE PAVEMENTS	SY	15900	\$ 1.50	\$ 23,850.00	0	\$ -	15900.00	\$ 23,850.00		\$ -	15900.00	\$ 23,850.00
8	2" HOT MIX ASPHALTIC CONCRETE W/TACK COAT (OVERLAY)	SY	15900	\$ 10.00	\$ 159,000.00	0	\$ -	15900.00	\$ 159,000.00		\$ -	15900.00	\$ 159,000.00
9	STRIPING	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00
10	CALICHE ALLOWANCE	TNS	1100	\$ 10.00	\$ 11,000.00	-847	\$ (8,470.00)	253.00	\$ 2,530.00		\$ -	253.00	\$ 2,530.00
11	BETTERMENT ALLOWANCE	LS	1	\$ 15,000.00	\$ 15,000.00	-1	\$ (15,000.00)		\$ -		\$ -	0.00	\$ -
TOTAL WEST MOORE ROAD IMPROVEMENTS					\$332,153.00		\$ (93,954.76)		\$238,198.24		\$ -		\$238,198.24

Change Order #1													
Item No.	Description	Contract				Change Order #1		Previous Application		This Period		Total To Date	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Storm Manhole near Cage Blve	EA		\$ 4,300.00	\$ -	1	\$ 4,300.00	1.00	\$ 4,300.00		\$ -	1.00	\$ 4,300.00
2	Storm Manhole near Jackson Blvd	EA		\$ 5,484.00	\$ -	1	\$ 5,484.00	1.00	\$ 5,484.00		\$ -	1.00	\$ 5,484.00
3	Adjustment of Inlets on Cage Blvd	LS		\$ 7,600.00	\$ -	1	\$ 7,600.00	1.00	\$ 7,600.00		\$ -	1.00	\$ 7,600.00
4	Adjustment of Inlets on Jackson Road	LS		\$ 4,300.00	\$ -	1	\$ 4,300.00	1.00	\$ 4,300.00		\$ -	1.00	\$ 4,300.00
5	18" RCP Pipe	LF		\$ 38.00	\$ -	32	\$ 1,216.00	32.00	\$ 1,216.00		\$ -	32.00	\$ 1,216.00
6	ADA Ramps	EA		\$ 2,500.00	\$ -	6	\$ 15,000.00	6.00	\$ 15,000.00		\$ -	6.00	\$ 15,000.00
7	Concrete Sidewalk	SF		\$ 37.00	\$ -	50	\$ 1,850.00	50.00	\$ 1,850.00		\$ -	50.00	\$ 1,850.00
8	Traffic Signs Relocation	LS		\$ 1,000.00	\$ -	1	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
9	Traffic Control Plan(s)	LS		\$ 2,500.00	\$ -	1	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00
10	Adjust ex. Manhole at Cage Blvd intersection	EA		\$ 4,300.00	\$ -	1	\$ 4,300.00	1.00	\$ 4,300.00		\$ -	1.00	\$ 4,300.00
TOTAL CHANGE ORDER #1					\$ -		\$ 47,550.00		\$ 47,550.00		\$ -		\$ 47,550.00

Change Order #2 Additional Work													
Item No.	Description	Change Order				Revised Contract		Previous Application		This Period		Total To Date	
		Units	Quantity	Unit Cost	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	ADA Ramps	EA		\$ 2,500.00	\$ -	1	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00
2	18" Curb & Gutter	LF		\$ 17.00	\$ -	40	\$ 680.00	40.00	\$ 680.00		\$ -	40.00	\$ 680.00
3	Concrete Sidewalk	SF		\$ 37.00	\$ -	50	\$ 1,850.00	50.00	\$ 1,850.00		\$ -	50.00	\$ 1,850.00
4	Retaining Wall	LF		\$ 270.00	\$ -	32	\$ 8,640.00	32.00	\$ 8,640.00		\$ -	32.00	\$ 8,640.00
TOTAL CHANGE ORDER #1					\$ -		\$ 13,670.00		\$ 13,670.00		\$ -		\$ 13,670.00
GRAND TOTAL					\$332,153.00		\$ (32,734.76)		\$299,418.24		\$ -		\$299,418.24



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.N.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project From Cage Blvd. to Veterans Road CSJ#0921-02-375.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Economically Disadvantage County (EDC) Program allows for a reduction of the local participation amount for the construction cost from 20% to 12% for a total reduction of 88%. This will reduce the Local Participation amount from approximately \$834,710 to \$100,165

Financial Consideration: Cost Reduction in the Local Participation amount from \$525,318 to \$26,266

Staff Recommendation: Staff recommends approval of the Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project from Cage Blvd. to Veterans Road CSJ#0921-02-375.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/27/2017

Omar Anzaldua

Approved - 10/27/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

October 18, 2017

Dr. Ambrosio "Amos" Hernandez
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

RE: Economically Disadvantaged Counties (EDC) Program Application
Hi-Line Road, from Cage Boulevard to Veterans Road
CSJ#0921-02-375

Dear Mayor Hernandez,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit only and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Pharr Deputy District Engineer
Homero Bazan, Jr., P.E., TxDOT Director of Transportation Planning and Development
Rene Garza, P.E., TxDOT Pharr Area Engineer
Beethoven Garcia, P.E., TxDOT Project Manager

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo CountyAPPLICANT City of PharrDistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) ☒ YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2010 Census)? 70,400PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-375
ESTIMATED LETTING DATE	January-19

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.On Hi-Line Road, from Cage Blvd. to Veterans RoadPROJECT SCOPE- Give type of work.Widen to 5 lane curb and gutterADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The City of Pharr is within Hidalgo County which is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- ☒ 88

1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (%)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
Construction	\$4,173,551.00	20%	\$834,710.20	\$100,165.22
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$4,173,551.00		\$834,710	\$100,165

Approved by: _____ Date: _____



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.O.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project From Jackson Road to Cage Blvd. CSJ#0921-02-376.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Economically Disadvantage County (EDC) Program allows for a reduction of the local participation amount for the construction cost from 20% to 12% for a total reduction of 88%. This will reduce the Local Participation amount from approximately \$1,040,000 to \$124,800

Financial Consideration: Cost Reduction in the Local Participation amount from \$525,318 to \$26,266

Staff Recommendation: Staff recommends approval of the Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project from Jackson Road to Cage Blvd. CSJ#0921-02-376.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/27/2017

Omar Anzaldua

Approved - 10/27/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



October 18, 2017

Dr. Ambrosio "Amos" Hernandez
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

RE: Economically Disadvantaged Counties (EDC) Program Application
Hi-Line Road, from Jackson Road to Cage Boulevard
CSJ#0921-02-376

Dear Mayor Hernandez,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit only and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Pharr Deputy District Engineer
Homero Bazan, Jr., P.E., TxDOT Director of Transportation Planning and Development
Rene Garza, P.E., TxDOT Pharr Area Engineer
Beethoven Garcia, P.E., TxDOT Project Manager



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo CountyAPPLICANT City of PharrDistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) ☒ YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2010 Census)? 70,400PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-376
ESTIMATED LETTING DATE	January-20

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.On Hi-Line Road, from Jackson Road to Cage Blvd.PROJECT SCOPE- Give type of work.Widen to 5 lane curb and gutterADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The City of Pharr is within Hidalgo County which is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- **88**

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$5,200,000.00	20%	\$1,040,000.00	\$124,800.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$5,200,000.00		\$1,040,000	\$124,800

Approved by: _____ Date: _____



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Economically Disadvantaged County (EDC) Program Application for the Anaya Road Project From Cage Blvd. to Veterans Blvd. CSJ#0921-02-400.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Economically Disadvantage County (EDC) Program allows for a reduction of the local participation amount for the construction cost from 20% to 12% for a total reduction of 88%. This will reduce the Local Participation amount from approximately \$1,186,000 to \$142,320

Financial Consideration: Cost Reduction in the Local Participation amount from \$525,318 to \$26,266

Staff Recommendation: Staff recommends approval of the Economically Disadvantaged County (EDC) Program Application for the Anaya Road Project from Cage Blvd. to Veterans Blvd. CSJ#0921-02-400.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/27/2017

Omar Anzaldua

Approved - 10/27/2017

Karla Moya

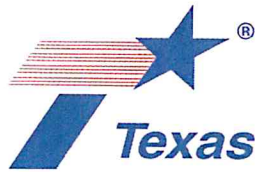
Approved - 10/31/2017

Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

October 18, 2017

Dr. Ambrosio "Amos" Hernandez
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

RE: Economically Disadvantaged Counties (EDC) Program Application
Anaya Road, from Cage Boulevard to Veterans Boulevard
CSJ#0921-02-400

Dear Mayor Hernandez,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit only and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Hector Gonzalez, Jr., P.E., Pharr Deputy District Engineer
Homero Bazan, Jr., P.E., TxDOT Director of Transportation Planning and Development
Rene Garza, P.E., TxDOT Pharr Area Engineer
Beethoven Garcia, P.E., TxDOT Project Manager

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY
An Equal Opportunity Employer



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo CountyAPPLICANT City of PharrDistrict Contact InformationNAME: Maricela SalinasTELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) ☒ YES or NO

* If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2010 Census)? 70,400PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-400
ESTIMATED LETTING DATE	January-22

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.On Anaya Road, from Cage Blvd. to Veterans RoadPROJECT SCOPE- Give type of work.Widen to 5 lanesADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The City of Pharr is within Hidalgo County which is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- 88

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$5,930,000.00	20%	\$1,186,000.00	\$142,320.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$5,930,000.00		\$1,186,000	\$142,320

Approved by: _____ Date: _____



AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.Q.

DATE SUBMITTED: November 3, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on request from Enrique Casas d/b/a Rick's Quick Stop for closing of W. State Street for their Customer Appreciation Day on Saturday, November 18, 2017 from 3:00 p.m. to 6:00 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Enrique Casas is requesting closure of street for their Customer Appreciation Day event on November 18, 2017 from 3:00 pm to 6:00 pm at 402 W. State.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 11/03/2017
New -



REC'D _____
CC _____

OCT 27 2017

CITY OF PHARR
ADMINISTRATION
PHARR, TEXAS



**CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM**

P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
Fax 956-702-5313

Date of Event: NOVEMBER 18 - 2017

Type of Event: ☐ Parade ☐ Walk-A-Thon ☒ Other CUSTOMER APPRECIATION DAY

NAME OF CONTACT PERSON: ENRIQUE CASAS

ORGANIZATION (IF APPLICABLE): _____

ADDRESS: 402 W STATE CITY: PHARR ZIP CODE: 78577

PHONE NO.: _____

CELLULAR PHONE: (956) 533-9632

FAX NO.: _____

E-MAIL: ricksquicks@sbglobal.net

PURPOSE AND DESCRIPTION OF EVENT:

CUSTOMER APPRECIATION

START TIME: 3:00 PM END TIME: 6:00 PM

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

Starting Location: Canna St

Ending Location: State St.

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

Is the event insured? ☐ Yes ☐ No

If yes, Insurance Company Information _____ Contact #: _____

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

City Manager's signature

Date

DE W⁶ St

XX

State St

4102 W. STATE ST.



RQS

XX

CANNA ST

281



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.R.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2017-2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: As every year, City finances its Capital equipment through Capital Leases, request for proposals from financial institutions will be advertised to finance approved items for FY 2017.2018.

Financial Consideration:

Staff Recommendation: To Advertise

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 10/31/2017

Karla Moya

Approved - 10/31/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017

BUDGET YEAR 2017-2018

Capital Outlay Needs

<u>Department</u>	<u>Amount</u>	<u>Description</u>	<u>Yrs to depreciate</u>
IT	\$ 42,000.00	NETWORK CORE to Replace 4 Year old core Network Component	3
IT	\$ 45,000.00	(3) NEW TOR to Replace 4 Year old top of rack network gear on each floor of	3
IT	\$ 53,000.00	NEW CORE and TOR Replace 4 Year old core and top of rack network equipm	3
IT	\$ 48,000.00	SERVER REPLACEMENT to Replace 6 Year old servers at the PD	3
IT	\$ 52,000.00	CENTRALIZED BATTERY SYSTEM to Power the 3rd Floor Data Center for	3
IT	\$ 43,000.00	CENTRALIZED BATTERY SYSTEM to Power PD Data Center for 1 Hour	3
IT	\$ 11,500.00	Backup Phones System	3
IT	\$ 13,000.00	Video Conference System	3
HR	\$ 60,000.00	HR Software	3
Code Enforcement	\$ 365,000.00	Accela Software	3
	<u>\$ 732,500.00</u>		
Police	\$ 98,200.00	Police Equipment Vehicle	5
Police	\$ 315,000.00	(10) 2018 Police SUVs	5
Parks	\$ 15,000.00	Irrigation Trencher	5
Parks	\$ 15,000.00	Riding Mower 72"	5
Bridge	\$ 15,000.00	Riding Mower (Scag) (same cost as Park's)	5
Bridge	\$ 24,000.00	Small Pick up Truck (same cost as Code's)	5
	<u>\$ 482,200.00</u>		
PW	\$ 50,000.00	Water Truck	7
Library	\$ 54,000.00	Furniture for new Branch	7
Parks	\$ 75,000.00	3 F150 Units for New Crew	7
Code Enforcement	\$ 189,000.00	(9) Replacement Vehicles 9 Ford F-150 Supercab	7
Code Enforcement	\$ 22,000.00	(1) Replacement Vehicle F-150 XL Supercab	7
Code Enforcement	\$ 24,000.00	(1) Replacement Vehicle 1 Ford Explorer Base	7
Engineering	\$ 24,000.00	(1) Ford Edge	7
Public Utilities	\$ 730,000.00	2 Vactor Replacements	7
Public Utilities	\$ 98,600.00	BackHoe Replacement	7
Public Utilities	\$ 369,700.00	14 Unit Replacements	7
Public Utilities	\$ 30,000.00	1 New Unit	7
Public Utilities	\$ 112,000.00	rehabilitate the wetwell	7
Public Utilities	\$ 40,000.00	rehabilitate the wetwell	7
Public Utilities	\$ 13,000.00	18 yr old pumps	7
Public Utilities	\$ 21,600.00	prevent TSS	7
Public Utilities	\$ 25,200.00	to release air from force mains	7
Public Utilities	\$ 40,000.00	control speed, VFD is outdated	7
Public Utilities	\$ 35,000.00	upgrade pumps due to volume increase	7
Public Utilities	\$ 20,000.00	replace old tank that hold LAS	7
Public Utilities	\$ 85,000.00	replace old pumps	7
Public Utilities	\$ 12,000.00	replace old pumps not working	7
Public Utilities	\$ 50,000.00	replace old pumps	7
Public Utilities	\$ 12,000.00	Motor unfixable	7
Public Utilities	\$ 15,000.00	replace broken diffusers	7
Public Utilities	\$ 11,000.00	replace old pumps	7
Public Utilities	\$ 25,000.00	accomplish complete treatment	7
Public Utilities	\$ 12,000.00	flow splitting capabilities	7
Public Utilities	\$ 42,000.00	replace old control panels, this work will be done "in house"	7
Public Utilities	\$ 60,000.00	line not flow correctly can not unplug underneath canal	7
Public Utilities	\$ 100,000.00	repair and clean tanks	7
	<u>\$ 2,397,100.00</u>		
Fire	\$ 480,000.00	1 Engine Pumpers @ \$480,000 each	10
Parks	\$ 310,000.00	City-Wide Air Conditioning Repair	10
Bridge	\$ 400,000.00	2ND Phase Office Expansion	10
Golf	\$ 100,000.00	Club House Renovations	10
Golf	\$ 100,000.00	Irrigation Repair	10
Golf	\$ 30,000.00	(1) Rough Mower	10
	<u>\$ 1,420,000.00</u>		
Fire	\$ 35,000.00	1 Brush Truck	15
	<u>\$ 35,000.00</u>		
GRAND TOTAL	<u>\$ 5,066,800.00</u>		



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.S.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from Entravision Communications to waive rental fees of Boggus Ford Events Center for their Anniversary Concert event on Wednesday, November 29, 2017.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Entravision Communications is requesting waiver of rental fees of Boggus Ford Events Center on Wednesday November 29, 2017 to host their Anniversary Concert Event which will benefit the Children's Miracle Network Hospitals and Driscoll Children's Hospital.

Financial Consideration: The amount requested to be waived is \$2,500.

City of Pharr will also donate Melhart's Music production - \$2,500

Pharr Police Department - \$700

South Star Security - \$320

If approved, Entravision will air \$15,000 worth of advertising to promote the event and mention the City of Pharr and the Boggus Ford Events Center.

Staff Recommendation: Staff Recommends approval.

Alternatives: The alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya

Created/Initiated - 10/31/2017
Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017



801 N Jackson Road
McAllen TX 78501
956 687 4848

October 19th, 2017

Juan Guerra, City Manager
City of Pharr - Boggus Ford Event Center
3000 N. Cage Boulevard
Pharr, TX 78577

Entravision Communications of McAllen is requesting the use of the Boggus Events Center for our KKPS-FM La Nueva 99.5 Anniversary concert event, November 29th. This is a free event to the Rio Grande Valley community; however, a portion of the proceeds will benefit the Children's Miracle Network of Hospitals, whose local regional hospital is Driscoll Children's Hospital. Driscoll Children's Hospital is a tertiary care regional referral center offering the most complex and comprehensive medical and surgical care for children in South Texas. Entravision has been a proud partner of the Children's Miracle Network for ten years.

In addition to the use of the venue, Entravision is requesting that the City of Pharr provide staff, security and a sound system that night of the event.

In exchange for said consideration, The City of Pharr become the partner venue of the event will receive:

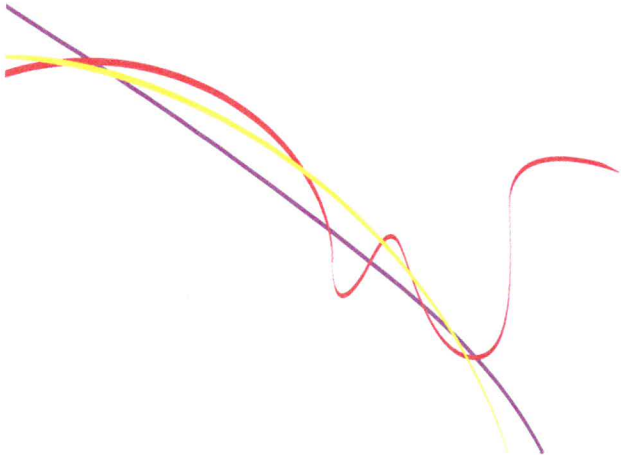
100% of all from proceeds from the sales of the alcohol, soft drinks and food sales at the event.

\$15,000 Advertising Schedule to promote the event which will include TV commercials on KNVO-TV, Univision, KTFV-TV, Unimas, KKPS-FM La Nueva 99.5 FM and KNVO-FM Jose 101.1 FM and all their supporting digital platforms.

Thank you for your continued long time partnership with Entravision.

Regards,

Angela Navarrete
Senior Vice President
Entravision Communications





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.T.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from the Pharr Economic Development Corporation II to waive rental fees for use of Boggus Ford Events Center for hosting the Fall meeting of the PSJA ISD Advisory Committee Meeting on Tuesday, November 14, 2017 from 2:00 pm - 9:00 pm.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Economic Development Corporation is requesting waiving of rental fees to use the Boggus Ford Events Center on Tuesday November 14, 2017 to host the Fall meeting of the PSJA ISD Advisory Committee Meeting from 2:00 pm - 9:00 pm.

Financial Consideration: Amount of Rental Fees to be waived: \$2,500

Staff Recommendation: Venue is available and staff recommends approval.

Alternatives:

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 10/31/2017
Approved - 11/01/2017
Final Approval - 11/01/2017



MEMORANDUM

DATE: October 12, 2017

TO: Gary Rodriguez, Community Events Director

CC: Juan Guerra, City Manager

FROM: Victor Perez, Executive Director 

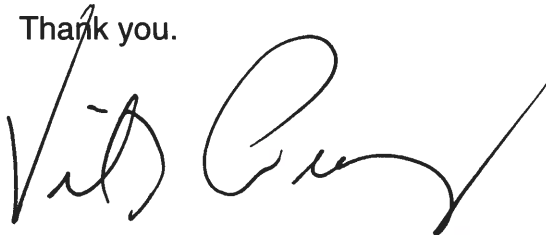
SUBJECT: Request for Events Center Utilization

The Pharr Economic Development Corporation has partnered with PSJA and their CTE program to host their fall Advisory Committee Meeting. This event hosts business leaders and students as they prepare for the workforce in the growing industries within the region.

With this in mind, we respectfully request to reserve the Events Center, if available, on Tuesday, November 14, 2017 from 2pm-9pm. The event itself is scheduled from 6pm-8pm, but staff will need to go in prior for decorations.

If you have any questions or need additional information, do not hesitate to contact me.

Thank you.

A large, handwritten signature in black ink, appearing to read "Victor Perez", is written below the "Thank you." text.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.U.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on request from U.S. Customs and Border Protection to waive rental fees of the Boggus Ford Events Center for their Annual Texas Round up event Tuesday, December 12, 2017 and Wednesday, December 13, 2017.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: U.S. Customs and Border Protection is requesting waiving of rental fees of Pharr Events Center for Tuesday December 12 and Wednesday December 13, 2017 for their Annual Texas Round Up in conjunction with the Pharr International Bridge and the U.S. Department of Agriculture.

Financial Consideration: The amount requested to be waived is \$2,500 for Tuesday December 12, 2017 and \$2,500 for Wednesday December 13, 2017 for a total of \$5,000.

Staff Recommendation: Staff Recommends Approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Karla Moya
City Management Office

Created/Initiated - 10/31/2017
Approved - 11/01/2017
Final Approval - 11/01/2017

SEP 04 2017



U.S. Customs and
Border Protection

Juan Guerra
City Manager, City of Pharr
Pharr, TX 78577

Mr. Guerra,

On behalf of Customs and Border Protection (CBP), Laredo Field Operations, Director David P. Higginson and I want to personally thank you and the City of Pharr for your continued partnership and collaboration with CBP, Port of Hidalgo/Pharr. The support you have provided has been vital in showcasing and promoting the world class operations that are critical to our security and local economy. By partnering with CBP, your municipality has displayed the professionalism and hospitality that the City of Pharr embodies, which has been cherished and appreciated by CBP and the community.

On December 12-13, 2017 the United States Department of Agriculture in collaboration with CBP, the Laredo Field Office, and the Port of Hidalgo/Pharr will host the "Texas Round Up" symposium. This event is designed to collaborate with federal partners, industry representatives, and agriculture industry delegates in an effort to enhance the agriculture industry, and the importation of agriculture commodities through our ports of entry.

The port is requesting the use of the Pharr Boggus Ford Events Center during December 12-13, 2017 to host the "Texas Round Up" meetings. We anticipate that there will be between 50-75 participants, and are requesting tables, chairs, and an overhead projector with screen. This event is an opportunity to showcase and recognize why Pharr is the leader in Agriculture importations. The port would appreciate the cost neutral use of the Boggus Ford Events Center.

CBP is committed to continue fostering a close working relationship with the City of Pharr in ensuring that the needs of the community are met, as well as enhancing the processing of legitimate trade and travel through the Pharr International Bridge.

Thank you for your tireless contributions. Feel free to contact me should you require any further information. I may be reached at (956) 227-7167.

Sincerely,

Javier Cantu
Deputy Port Director
Hidalgo Port of Entry



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.V.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR:

Agenda Item: Consideration and action, if any, on request from Miracle Kids of South Texas, Inc. for the usage of the Jose "Pepe" Salinas Memorial Civic Center-Large Hall for their Blue Santa Christmas event on Friday, December 22, 2017 from 6:00 p.m. to 8:00 p.m.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: Miracle Kids of South Texas, Inc. is requesting the usage of the large hall to host their Blue Santa Christmas Event on Friday, December 22, 2017 from 6:00 p.m. to 8:00 p.m.

Financial Consideration: They are requesting to waive the fee of \$700.00.

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Edmundson
Sergio Alanis
City Management Office

Created/Initiated - 10/31/2017
Approved - 11/03/2017
New -



Miracle Kids of South Texas, Inc.

801 E. Fern Ave, Suite 109
McAllen, TX 78501
TEL: (956) 238-4304

November 1, 2017

Dear Dr. Ambrosio Hernandez:

Miracle Kids of South Texas, Inc., a 501c3 nonprofit organization, provides fun, organized activities, free of cost when not otherwise specified, to disabled and special needs children ages 5-15 in the Rio Grande Valley. The goal of these events is to provide a safe environment in which these children can participate in physical activities, demonstrate courage, build self-esteem and develop friendships with others in the community. Miracle Kids of South Texas (also known as "Miracle Kids") was established in 2002 by a Valley Baptist Medical Center employee and other members of the Rio Grande Valley community.

Miracle Kids of South Texas is organizing our Blue Santa Christmas Event for over **150 children who live** within the Rio Grande Valley. The children will receive snacks, play games, receive gifts, enjoy rides and many other surprises. The City of Pharr has been generous and supported the event in the past by providing the Pepe Salinas Event Center at no cost to our organization.

Your assistance with this event would be greatly appreciated. I respectfully ask you for your support in making this a memorable event for our children. The event is scheduled for December 22, 2017 from 6:00 to 8:00 p.m.

We thank you for your continued support. If you have any questions and/or if further information is needed you may contact me at (956) 238-4304 or via email: miraclekidsofsouthtexas@gmail.com.

Respectfully,

Ignacio Almaguer
Executive Director

Executive Committee

Dina Rodriguez
Board Chair

Julio Puente
Vice-Chair

Diana Almaguer
Treasurer

Victoria I. Perez
Secretary

Board Members

Roel Garza

Carmen Tension

Tina Rangel

Marvey Cunningham

Marisol de la Garza

Nancy Salinas

Virginia Marroquin

Executive Director

Ignacio Almaguer



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.W.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Holt Power System Annual Maintenance Agreement at the Pharr International Bridge for \$3,360.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On October 18, 2017, the Bridge Board approved the Holt Power System Annual Maintenance Agreement (A total of \$1,215 or \$405 quarterly; \$860 annual service; \$860 annual load bank testing; \$225 annual automatic transfer switch; \$200 annual fuel sample; yearly total \$3,360).

Financial Consideration: A total of \$1,215 or \$405 quarterly; \$860 annual service; \$860 annual load bank testing; \$225 annual automatic transfer switch; \$200 annual fuel sample; yearly total \$3,360.

Staff Recommendation:

Authorization to renew the annual maintenance agreement with Holt Power System. They provide maintenance to our generators in case of power outages. The Pharr International Bridge has had Holt Power System maintenance the generator since 2004.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 10/30/2017

Luis Bazan
Karla Moya
Patricia Rigney
City Management Office

Approved - 10/31/2017
Approved - 11/01/2017
Approved - 11/01/2017
Final Approval - 11/01/2017



CUSTOMER SUPPORT AGREEMENT

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

Date: September 22, 2017

New Agreement:

Renewal Agreement: XX

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

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

2 Hour Test

Cust Unit ID	Make	Model	Serial #	kW	QUARTERLY INSPECTION			ANNUAL SERVICE PM2 PRICE EACH	TRIENNIAL SERVICE PM3 PRICE EACH	LOAD BANK TESTING ANNUAL PRICE EACH	AUTOMATIC SWITCH PM PRICE EACH	FUEL SAMPLE ANNUAL PRICE EACH	YEARLY TOTALS
					PM1 PRICE EACH	QTY.	TOTAL						
	Generac	97A4187-S	2015583	60		3	\$ 1,215.00	\$ 860.00		\$ 860.00	\$ 225.00	\$ 200.00	\$ 3,360.00

For a total Agreement price of: \$3,360.00
To be billed as services rendered

NOTE:

- *The Triennial service (PM3) is performed once every three years in place of the Annual service (PM2).
- *All listed pricing includes normal hour labor rates, travel & applicable parts. Additional charges will apply for after-hours service.
- *Prices are subject to change without signed Customer Support Agreement.

CURRENT GENERATOR SERVICE LABOR RATES ARE AS FOLLOWS:

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

\$130.00
\$195.00
\$260.00

This agreement is valid from Sept. 22, 2017 to Sept. 22, 2018 and can be cancelled with a 30-day written notice by either party. By signing below, Holt CAT agrees to provide the above-mentioned services at the stated prices for the length of this agreement and gives authorization for the commencement of stated services. If customer terminates this Agreement early, Holt Cat will audit the services rendered and make an equitable adjustment to the final billing invoice based upon the actual work performed in accordance with the schedule prior to the date of termination.

Joe Washington
Product Sales Representative
Holt Cat 361-698-5745 phone# 361-852-3237 fax#

Customer Acceptance Signature Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.X.

DATE SUBMITTED: November 2, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, 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 - 11/02/2017



Implementing your vision, improving your City

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: November 6, 2017

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#171055
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: September 29, 2017

5. Applicant: Melden & Hunt, Inc., representing Letitia L. Arnold, owner.
6. Requested Action: Re-zoning request from an Agricultural and/or Open Space District (A-O) to a Single-Family Residential District (R-1).
7. Nature / Intent of Request: In order to develop the property into a single-family residential subdivision.

8. Routing to Staff:

F. Melanie Cano, Director



Initials

10/18/17 ☒ Approval ☐ Denial
Date

G. Planning Staff
Recommendations



Initials

10/18/17 ☒ Approval ☐ Denial
Date

H. Planning and Zoning
Commission

Initials

10/23/17 ☒ Approval ☐ Denial
Date

I. City Attorney

Initials

Date

☐ Approval ☐ Denial

J. City Manager

Initials

Date

☐ Approval ☐ Denial

MEMORANDUM

DATE: MONDAY, NOVEMBER 6, 2017

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1): Being a 17.727 acre tract of land, more or less, out of Lot 90, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 5100 Block of North Sugar Road.
--

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

Melden & Hunt, Inc., representing Letitia L. Arnold, owner, is requesting 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 17.727 acre tract of land, more or less, out of Lot 90, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located within the 5100 Block of North Sugar Road.

The subject site currently consists of two (2) tracts of land which have a frontage of approximately 1,170.00 feet along North Sugar Road and a depth of approximately 660.00 feet. North Sugar Road is a 70' minor collector, which runs north and south, with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding property is zoned Agricultural and/or Open Space District (A-O) to the north, south and east and Heavy Commercial District (H-C) and Medium Density Multi-Family Residential District (R-3) to the west. The property is generally designated for commercial use in the Land Use Plan.

The subject property was annexed into the City of Pharr on October 13, 1989, as part of the extension of the city limit boundaries to the City of Pharr. A portion of the property to the west zoned Heavy Commercial District (H-C) on October 13, 1989 when it was annexed and on October 19, 2004, the remaining portion of the property to the west was rezoned to Medium Density Multi-Family Residential District (R-3). There has been no other zoning request within the general vicinity of the subject property since that time.

The owner of the property is requesting a change of zone to a Single-Family Residential District (R-1) in order to develop the property into a 61 lot single-family residential subdivision.

The Single-Family Residential District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses, and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Eighteen (18) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

Development Services is recommending **approval** of the request to re-zone to Single-Family Residential District (R-1) as the property meets area requirements and has adequate ingress and egress. If approved, the applicant must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc., representing Letitia L. Arnold, owner

APPLICANT

5300-5500 Block of North Sugar Road

ADDRESS

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

CURRENT ZONE

Single Family Residential District (R-1)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

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

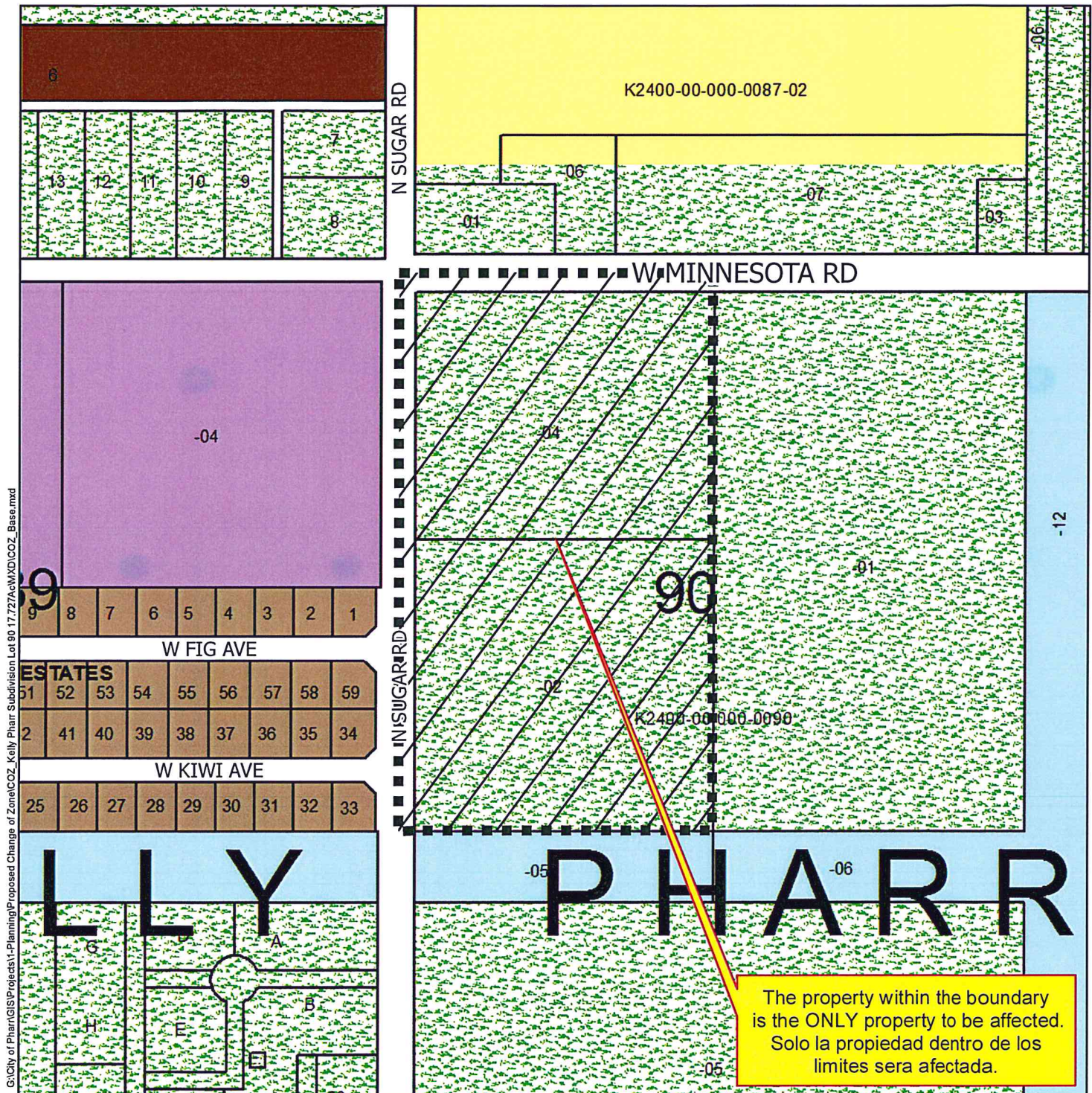
Della Robles, Planner I

PREPARED BY

October 17, 2017

DATE

Proposed Change of Zone
Kelly-Pharr Subdivision 17.727Ac of Lot 90
Meldon and Hunt, Inc/ Letitia L Arnold

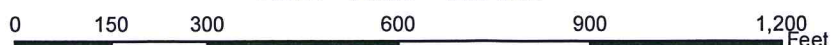


G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ_Kelly Pharr Subdivision Lot 90 17.727Ac\W\X\COZ_Base.mxd

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

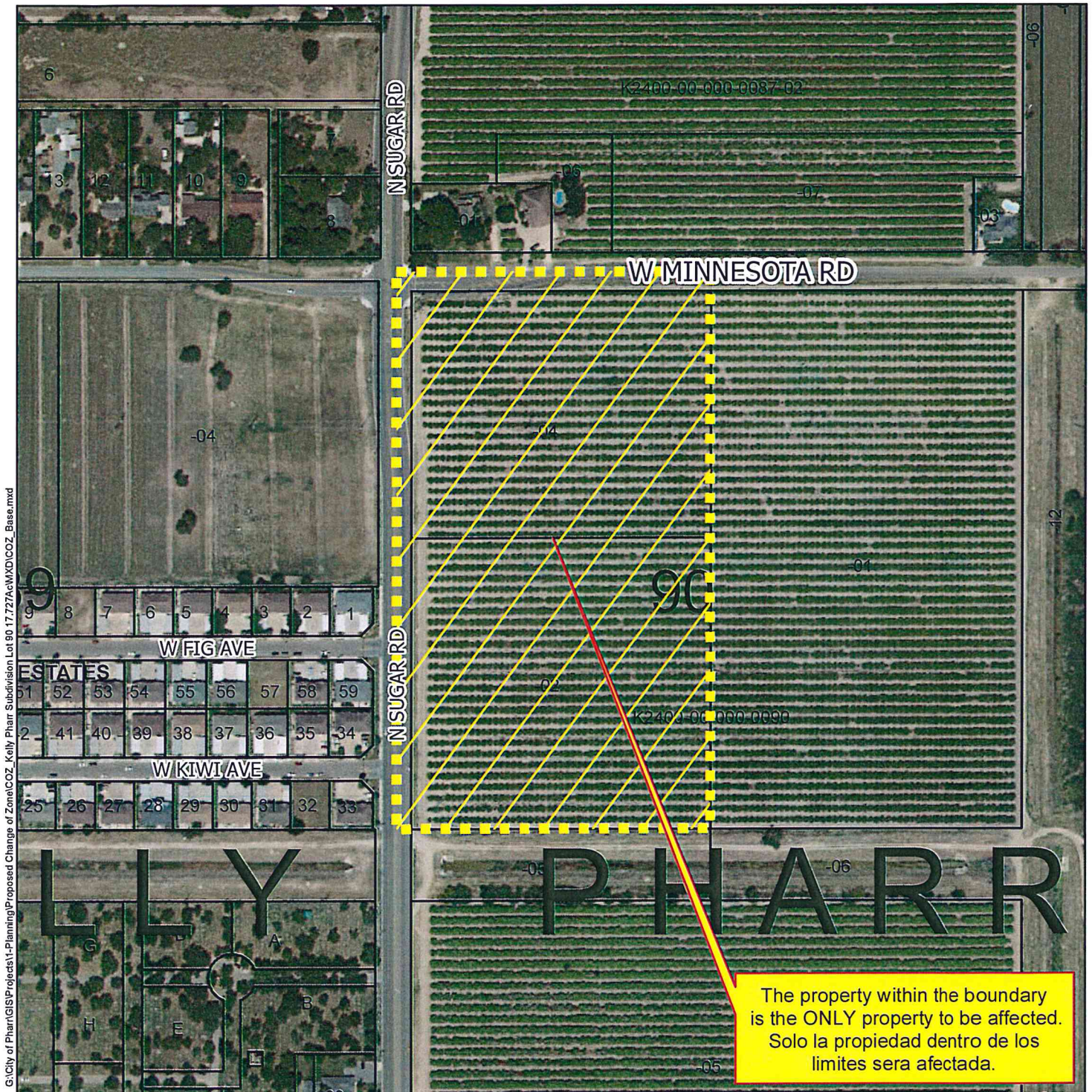
City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 10/3/2017

Proposed Change of Zone
Kelly-Pharr Subdivision 17.727Ac of Lot 90
Meldon and Hunt, Inc/ Letitia L Arnold



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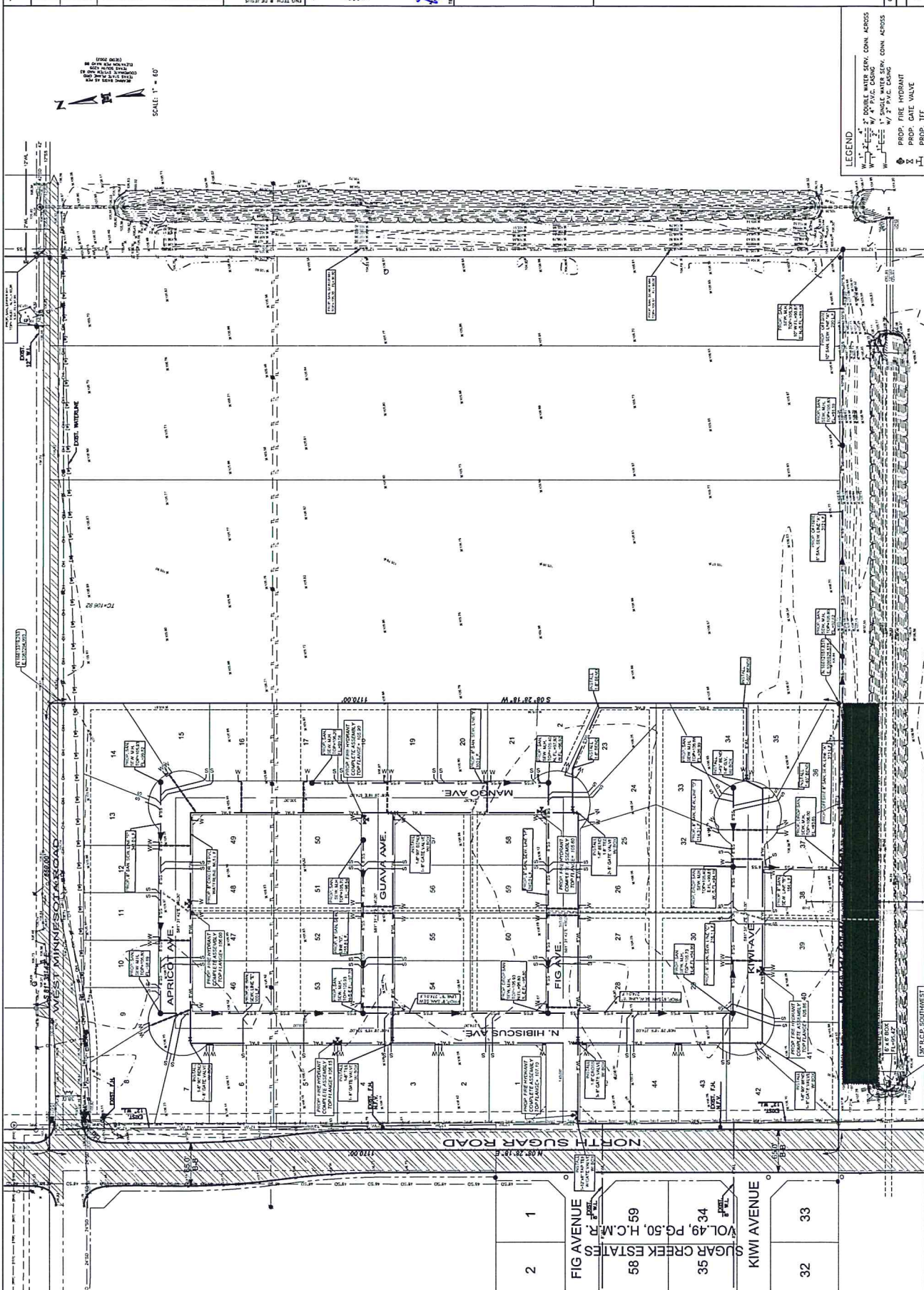
- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo ISD |
| Single Family | Mobile Home | General Business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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 300 feet



Date: 10/3/2017



LEGEND

	2" DOUBLE WATER SERV. CONN. ACROSS
	W/ 4" P.V.C. CASING
	1" SINGLE WATER SERV. CONN. ACROSS
	W/ 2" P.V.C. CASING

	PROP. FIRE HYDRANT
	PROP. GATE VALVE
	PROP. TEE



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.X.2.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, 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 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, 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# 131046

Financial Consideration: N/A

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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Rita Galvan
Roland Gomez
Melanie Cano

Created/Initiated - 10/31/2017
Approved - 10/31/2017
Approved - 10/31/2017

City Management Office

Final Approval - 11/01/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

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

November 6, 2017

Executive Summary Letter

Conditional Use Permit for ABC –

CNMK Texas Properties, LLC,
d/b/a Cinemark El Centro Mall 16

Background:

CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, 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 4th renewal for Cinemark El Centro Mall 16.

The property is located at 600 North Jackson Road. 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 beverages for on-premise consumption.

P:\Admin\MY FILES\CUPS\abc_CNMK Texas Properties LLC dba Cinemark El Centro Mall 16.doc

MEMORANDUM

DATE: MONDAY, NOVEMBER 06, 2017

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR 

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT **RENEWAL** FOR
ABC – FILE NO. **CUP#131046** (CINEMARK EL CENTRO MALL 16)

GENERAL INFORMATION:

APPLICANT: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, 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 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 600 North Jackson Road.

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

COMMENTS: **CODE COMPLIANCE:** Recommends approval of the Conditional Use Permit. (See attached memo)

FIRE MARSHAL: Pending reinspection of the Conditional Use Permit. (See attached memo)

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.
(See attached memo)

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



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director of Development Services
From: Joel Robles, Asst. Chief of Police
Date: 10/19/2017
Re: Conditional use Permit and Late Hours Permit Renewal for ABC – File No. CUP#131046 (Cinemark El Centro Mall 16)

Sean Robert Campbell representing CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, are requesting a 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 more fully described as follows:

- **Legal Description:** A 16.42 acre tract of land out of Lot 6, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 600 N. Jackson Rd.
- **Contact Number:** 956-402-4739

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

A handwritten signature in black ink, appearing to read "Joel Robles", written over a horizontal line.

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

OCT 19 2017

BY: A handwritten signature in black ink, written over a horizontal line.

Company Name or Business Entity: Cinemark El Centro Mall 16 Type of Business: (A Group) Assembly

Applicant: Timothy Warren & Robert Copple Phone No.: (972) 655-1000
(First) (Middle) (Last)

Mailing Address: 600 N. Jackson Pharr Tx 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☒ PASSED ☐ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒			
2. EXTERIOR WALLS	☒			
3. INTERIOR WALLS	☒			
4. CEILING	☒			
5. ROOF	☒			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒			
7. GARBAGE CONTAINER	☒			
8. IS ADDRESS POSTED AND CORRECT?	☒			
9. IS LANDSCAPING IN COMPLIANCE?	☒			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☒		need occupant load
3. NUMBER OF EXITS	☒			27 Exit
4. MEANS OF EGRESS LIGHTING	☒			
5. EXIT SIGNS	☒			
6. DOOR HARDWARE	☒			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒			
2. PATH OF EGRESS	☒			
3. RAMPS (HANDRAIL / GUARDS)	☒			
4. DOORS	☒			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒			
2. SERVICE EQUIPMENT	☒			
3. WIRING SYSTEM	☒			
4. LIGHT FIXTURE	☒			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒			
2. GRILLS	☒			
3. DRAINS	☒			
4. EQUIPMENT	☒			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒			
2. VENTS	☒			
3. DRAINS	☒			
4. PLUMBING FIXTURES	☒			
5. WATER SERVICE LINE	☒			
6. DISTRIBUTION LINES	☒			
8. BACKFLOW PREVENTION	☒			
9. GAS SYSTEM	☒			
10. GREASE TRAP	☒			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒			
2. T.P. VALVE & DRAIN	☒			
3. SHUT-OFF VALVE	☒			
4. VENT (IF APPLICABLE)	☒			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Needs to post occupant load.

Miguel Bazaldua 10/9/17
(INSPECTOR / OFFICER) (Date)

Adina Vega
(RECEIVED BY)

10-9-17
(Date)



City of Pharr Retail
Food establishment inspection report
Ph: (956) 402-4211 Fax: (956) 702-5369

Date: <u>10/9/17</u>		Time in: <u>12:30</u>		Time out: <u>12:50</u>		Permit Fee: \$50.00 \$100.00		Est. Type: <u>Health</u>		Risk Category: <u>High</u>		Page <u>1</u> of <u>1</u>							
Purpose of Inspection: ☐ 1-Compliance ☐ 2-Routine ☐ 3-Field Investigation ☐ 4-Visit ☐ 5-Other												TOTAL/SCORE							
Establishment Name: <u>Cinemark Town Center</u>						Contact/Owner Name: <u>Cinemark Town Center</u>						* Number of Repeat Violations: <u>0</u> Number of Violations COS: <u>0</u>							
Physical Address: <u>600 N. Jac Ksom</u>				City/County: <u>Pharr/Hidalgo</u>		Zip Code: <u>78577</u>		Phone: <u>(956) 683-1249</u>		Follow-up: Yes ☐ No ☒ (circle one)		<u>100</u>							
Compliance Status: Out = not in compliance IN = in compliance NO = not observed NA = not applicable COS = corrected on site R = repeat violation Mark the appropriate points in the OUT box for each numbered item Mark '*' a checkmark in appropriate box for IN, NO, NA, COS Mark an asterisk '*' in appropriate box for R																			
Priority Items (3 Points) violations Require Immediate Corrective Action not to exceed 3 days																			
Compliance Status												Compliance Status							
OUT	IN	NO	NA	COS	Time and Temperature for Food Safety (F = degrees Fahrenheit)				R	OUT	IN	NO	NA	COS	Employee Health				R
					1. Proper cooling time and temperature										12. Management, food employees and conditional employees; knowledge, responsibilities, and reporting				
					2. Proper Cold Holding temperature(41°F/ 45°F)										13. Proper use of restriction and exclusion; No discharge from eyes, nose, and mouth				
					3. Proper Hot Holding temperature(135°F)										Preventing Contamination by Hands				
					4. Proper cooking time and temperature										14. Hands cleaned and properly washed/ Gloves used properly				
					5. Proper reheating procedure for hot holding (165°F in 2 Hours)										15. No bare hand contact with ready to eat foods or approved alternate method properly followed (APPROVED Y N)				
					6. Time as a Public Health Control; procedures & records										Highly Susceptible Populations				
					Approved Source										16. Pasteurized foods used; prohibited food not offered Pasteurized eggs used when required				
					7. Food and ice obtained from approved source; Food in good condition, safe, and unadulterated; parasite destruction										Chemicals				
					8. Food Received at proper temperature										17. Food additives; approved and properly stored; Washing Fruits & Vegetables				
					Protection from Contamination										18. Toxic substances properly identified, stored and used				
					9. Food Separated & protected, prevented during food preparation, storage, display, and tasting										Water/ Plumbing				
					10. Food contact surfaces and Returnables ; Cleaned and Sanitized at <u>0</u> ppm/temperature										19. Water from approved source; Plumbing installed; proper backflow device				
					11. Proper disposition of returned, previously served or reconditioned										20. Approved Sewage/Wastewater Disposal System, proper disposal				
Priority Foundation Items (2 Points) violations Require Corrective Action within 10 days																			
Compliance Status												Compliance Status							
OUT	IN	NO	NA	COS	Demonstration of Knowledge/ Personnel				R	OUT	IN	NO	NA	COS	Food Temperature Control/ Identification				R
					21. Person in charge present, demonstration of knowledge, and perform duties/ Certified Food Manager (CFM)										27. Proper cooling method used; Equipment Adequate to Maintain Product Temperature				
					22. Food Handler/ no unauthorized persons/ personnel										28. Proper Date Marking and disposition				
					Safe Water, Recordkeeping and Food Package Labeling										29. Thermometers provided, accurate, and calibrated; Chemical/ Thermal test strips				
					23. Hot and Cold Water available; adequate pressure, safe										Permit Requirement, Prerequisite for Operation				
					24. Required records available (shellstock tags; parasite destruction); Packaged Food labeled										30. Food Establishment Permit (Current & Valid)				
					Conformance with Approved Procedures										Utensils, Equipment, and Vending				
					25. Compliance with Variance, Specialized Process, and HACCP plan; Variance obtained for specialized processing methods; manufacturer instructions										31. Adequate handwashing facilities: Accessible and properly supplied, used				
					Consumer Advisory										32. Food and Non-food Contact surfaces cleanable, properly designed, constructed, and used				
					26. Posting of Consumer Advisories; raw or under cooked foods (Disclosure/Reminder/Buffer Plate)/ Allergen Label										33. Warewashing Facilities; installed, maintained, used/ Service sink or curb cleaning facility provided				
Core Items (1 Point) Violations Require Corrective Action Not to Exceed 90 Days or Next Inspection , Whichever Comes First																			
Compliance Status												Compliance Status							
OUT	IN	NO	NA	COS	Prevention of Food Contamination				R	OUT	IN	NO	NA	COS	Food Identification				R
					34. No Evidence of Insect contamination, rodent/other animals										41. Original container labeling (Bulk Food)				
					35. Personal Cleanliness/eating, drinking or tobacco use										Physical Facilities				
					36. Wiping Cloths; properly used and stored										42. Non-Food Contact surfaces clean				
					37. Environmental contamination										43. Adequate ventilation and lighting; designated areas used				
					38. Approved thawing method										44. Garbage and Refuse properly disposed; facilities maintained				
					Proper Use of Utensils										45. Physical facilities installed, maintained, and clean				
					39. Utensils, equipment, & linens; properly used, stored, dried, & handled/ In use utensils; properly used										46. Toilet Facilities; properly constructed, supplied, and clean				
					40. Single-service & single-use articles; properly stored and used										47. Other Violations				
Received by: <u>Felipe Vega</u>				PRINT: <u>Felipe Vega</u>				Inspect by: <u>M. Jose Bazaldua</u>				Title: Person In Charge/ Owner <u>GM</u>							



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

October 9, 2017

CINEMARK 16.PHARR TOWN CENTER
600 N JACKSON RD
PHARR, TX 78577

INSPECTION STATUS - FAILED

A fire inspection of your facility on Oct 9, 2017 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on Oct 24, 2017.

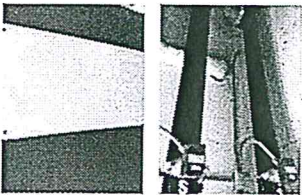
I (owner/occupant) am aware that the premise stated above is in violation of the City of Pharr Ordinance No. 0-2010-48 (International Fire Code 2012) and must comply with the deficiencies listed above upon receipt of this notice.

If you fail to comply with this notice before the re-inspection date listed, you may be liable for the penalties provided for by law and/or city ordinance for such violations.

Violations

62. Other violation(s)/remarks

- Note
1. Replace sign for sprinkler room. Sign is already faded.
 2. Cover opening where storm drain pipe is extended out of wall.
 3. Emergency door alarm needs to be serviced.



19. Provide fire extinguisher rated 2A-10BC or greater

- Note Fire extinguisher will be expiring in November it would be a good idea to start getting all extinguishers re certified.



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SERVICES DEPT.

OCT 09 2017

BY: _____



Inspection Note At the time of fire inspection there were several Items found that need addressed to be brought to compliance.

Need to place elevator key, fireman key for elevator inside Knox box.

Fire lanes on the exterior need need to be label on front entrance FIRE LANE TOW AWAY ZONE.

ADD MISSING SIGNAGE TO ALL DOORS INSIDE THEATER

A stylized, handwritten signature in black ink, consisting of a large, sweeping 'J' followed by a horizontal line.

8842 JOSE NAVARRO
Inspector

A handwritten signature in black ink, appearing to read 'Felipe Vega' in a cursive script.

Felipe vega



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.X.3.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Gabriela's Heavenly Wings, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas, The property's physical address is 2211 South Cage Boulevard, Suite 105.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Gabriela's Heavenly Wings, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). CUP#100934

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Rita Galvan

Created/Initiated - 10/31/2017

Roland Gomez

Approved - 10/31/2017

Melanie Cano

Approved - 10/31/2017

City Management Office

Final Approval - 11/01/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

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

Executive Summary Letter

November 6, 2017

Conditional Use Permit for ABC –

Wingstop Restaurant

Background:

Gabriela's Heavenly Wings, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Wingstop Restaurant.

The property is located at 2211 South Cage Boulevard, Suite 105. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption.

P:\ADMIN\MY FILES\CUPs\RNWL-WINGSTOP_2010

MEMORANDUM

DATE: MONDAY, NOVEMBER 6, 2017
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR 
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#100934 (WINGSTOP)
--

GENERAL INFORMATION:

APPLICANT: Gabriela's Heavenly Wings, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2211 South Cage Boulevard, Suite 105.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) and High Density Multi-Family Residential District (R-4) to the north, General Business District (C) to the south, Residential Mobile Home District (R-MH) to the east, and General Business District (C) as well as Planned Unit Development (PUD) to the west. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
------------------	-------------------------	--

FIRE MARSHAL:	Pending reinspection of the Conditional Use Permit. (See attached memo)
----------------------	---

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 10/04/2017

Re: Conditional use Permit Renewal for ABC – File No. CUP#100934 (Wing Stop)

John Claude Ortiz, d/b/a Wing Stop, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 2211 S. Cage Blvd. Suite 105
- **Contact Number:**

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

OCT 04 2017

BY: _____

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Wingstop Type of Business: _____
Applicant: John Claude Ortiz Phone No. (956) 350-2226
(First) (Middle) (Last) 551-3813
Mailing Address: 2211 S. Cage Blvd Pharr TX 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☐ YES	☐ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☐ NO	IF SO, WHAT TYPE? <u>Fire Dept.</u>

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE: _____

BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	✓			
2. EXTERIOR WALLS	✓			
3. INTERIOR WALLS	✓			
4. CEILING	✓			
5. ROOF	✓			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	✓			
7. GARBAGE CONTAINER	✓			
8. IS ADDRESS POSTED AND CORRECT?	✓			
9. IS LANDSCAPING IN COMPLIANCE?	✓			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	✓			
3. NUMBER OF EXITS	✓			3
4. MEANS OF EGRESS LIGHTING	✓			
5. EXIT SIGNS	✓			
6. DOOR HARDWARE	✓			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	✓			
2. PATH OF EGRESS	✓			
3. RAMPS (HANDRAIL / GUARDS)	✓			
4. DOORS	✓			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	✓			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	✓			
2. SERVICE EQUIPMENT	✓			
3. WIRING SYSTEM	✓			
4. LIGHT FIXTURE	✓			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	✓			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	✓			
2. GRILLS	✓			
3. DRAINS	✓			
4. EQUIPMENT	✓			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	✓			
2. VENTS	✓			
3. DRAINS	✓			
4. PLUMBING FIXTURES	✓			
5. WATER SERVICE LINE	✓			
6. DISTRIBUTION LINES	✓			
8. BACKFLOW PREVENTION	✓			
9. GAS SYSTEM	✓			
10. GREASE TRAP	✓			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	✓			Chemical / Map Area
2. T.P. VALVE & DRAIN	✓			
3. SHUT-OFF VALVE	✓			
4. VENT (IF APPLICABLE)	✓			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
Building meets conditions to operate

E. Pharr
(INSPECTOR / OFFICER)

10-04-2017
(Date)

Armando M. Ortiz
(RECEIVED BY)

10-4-17
(Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



Date: 10-04-17 2:47 p.m.		Time out:		Permit Fee: \$50.00		Fax: (530) 702-3369		Est. Type		Risk Category		Page 1 of 1	
Purpose of Inspection: 1-Compliance		2-Routine		3-Field Investigation		4-Visit		5-Other		TOTAL/SCORE			
Establishment Name: Wing Stop		Contact/Owner Name: John Claude Ortiz		* Number of Repeat Violations: 0		Number of Violations COS: 0							
Physical Address: 2211 S. Cage Blvd Ste. 105		City/County: Pharr/Hidalgo		Zip Code: 78577		Phone: (351) 551-3813		Follow-up: (C) No				97	
Compliance Status: Out = not in compliance IN = in compliance NO = not observed NA = not applicable COS = corrected on site R = repeat violation Mark the appropriate points in the OUT box for each numbered item Mark 'v' a checkmark in appropriate box for IN, NO, NA, COS Mark an asterisk '*' in appropriate box for R													
Priority Items (3 Points) violations Require Immediate Corrective Action not to exceed 3 days													
Compliance Status		Employee Health											
OUT	IN	NO	NA	COS									
	✓				12. Management, food employees and conditional employees; knowledge, responsibilities, and reporting								
	✓				13. Proper use of restriction and exclusion; No discharge from eyes, nose, and mouth								
	✓				Preventing Contamination by Hands								
	✓				14. Hands cleaned and properly washed/ Gloves used properly								
	✓				15. No bare hand contact with ready to eat foods or approved alternate method properly followed (APPROVED Y N)								
	✓				Highly Susceptible Populations								
	✓				16. Pasteurized foods used; prohibited food not offered Pasteurized eggs used when required								
	✓				Chemicals								
	✓				17. Food additives; approved and properly stored; Washing Fruits & Vegetables								
	✓				18. Toxic substances properly identified, stored and used								
	✓				Water/ Plumbing								
	✓				19. Water from approved source; Plumbing installed; proper backflow device								
	✓				20. Approved Sewage/Wastewater Disposal System, proper disposal								
Priority Foundation Items (2 Points) violations Require Corrective Action within 10 days													
Compliance Status		Food Temperature Control/ Identification											
OUT	IN	NO	NA	COS									
	✓				27. Proper cooling method used; Equipment Adequate to Maintain Product Temperature								
	✓				28. Proper Date Marking and disposition								
	✓				29. Thermometers provided, accurate, and calibrated; Chemical/ Thermal test strips								
	✓				Permit Requirement, Prerequisite for Operation								
	✓				30. Food Establishment Permit (Current & Valid)								
	✓				Utensils, Equipment, and Vending								
	✓				31. Adequate handwashing facilities: Accessible and properly supplied, used								
	✓				32. Food and Non-food Contact surfaces cleanable, properly designed, constructed, and used								
	✓				33. Warewashing Facilities; installed, maintained, used/ Service sink or curb cleaning facility provided								
Core Items (1 Point) Violations Require Corrective Action Not to Exceed 90 Days or Next Inspection, Whichever Comes First													
Compliance Status		Food Identification											
OUT	IN	NO	NA	COS									
	✓				41. Original container labeling (Bulk Food)								
	✓				Physical Facilities								
	✓				42. Non-Food Contact surfaces clean								
	✓				43. Adequate ventilation and lighting; designated areas used								
	✓				44. Garbage and Refuse properly disposed; facilities maintained								
	✓				45. Physical facilities installed, maintained, and clean								
	✓				46. Toilet Facilities; properly constructed, supplied, and clean								
	✓				47. Other Violations								
Received by: <i>[Signature]</i> PRINT: <i>Angelina Marquez</i> Inspect by: <i>[Signature]</i> Title: Person In Charge/Owner <i>[Signature]</i>													

- Shall obtain City of Pharr Food Handler I.D.'s and have them on their person
- Needs to contact license plumber regarding water pressure to hand



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

October 6, 2017

WINGSTOP
2211 S CAGE BLVD, SUITE 106
PHARR, TX 78577

INSPECTION STATUS - FAILED

A fire inspection of your facility on Oct 6, 2017 revealed the violations listed below.

ORDER TO COMPLY: Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on Oct 21, 2017.

I (owner/occupant) am aware that the premise stated above is in violation of the City of Pharr Ordinance No. 0-2010-48 (International Fire Code 2012) and must comply with the deficiencies listed above upon receipt of this notice.

If you fail to comply with this notice before the re-inspection date listed, you may be liable for the penalties provided for by law and/or city ordinance for such violations.

Violations

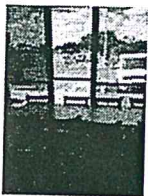
01. Replace Missing switch/outlet covers

Note Recommend to replace outlet plate to stainless steel to prevent from breaking. As well as keeping out let's clean at all times.



45. Exit blocked or locked

Note Remove table that is obstructing the exit.



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SERVICES DEPT

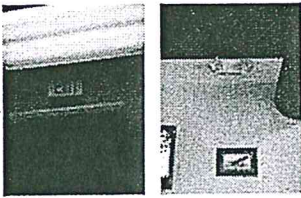
OCT 09 2017

BY: _____

Violations

44. Service exit/emergency lights

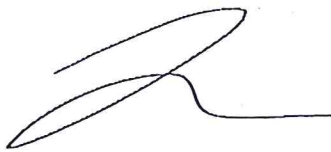
Note Emergency light needs to be address above rear door.



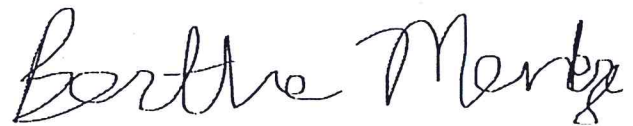
61. Provide occupancy load

Note Need to post occupancy load for front area.

Inspection Note At the time of the inspection manager was advised about concerns needed to get addressed before CUP IS ISSUED.



8842 JOSE NAVARRO
Inspector



Bertha Mendoza

RECEIVED
TOLSON
JAN 10 1963



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.Y.

DATE SUBMITTED: November 2, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 11/02/2017



MEMORANDUM

DATE: MONDAY, NOVEMBER 06, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: PLAT DEFERRAL REQUEST

GENERAL INFORMATION:

APPLICANT: Laura Stephanie Ruiz has filed with the Planning and Zoning Commission a request to allow a plat deferral in a Heavy Commercial District (H-C) and Agricultural and/or Open Space District (A-O).

LEGAL DESCRIPTION: The property is legally described as being a 1.55 acre tract of land, more or less, out of Lot 8, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 5800 Block of South Jackson Road.

ZONING: The property is currently zoned Heavy Commercial District (H-C) and Agricultural and/or Open Space District (A-O). The adjacent zones are Heavy Commercial District (H-C) and Agricultural and/or Open Space District (A-O) to the north, Agricultural and/or Open Space District (A-O) to the east, Heavy Commercial District (H-C) and General Business District (C) to the south, and City Limits to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Commercial Use (auto sales).

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

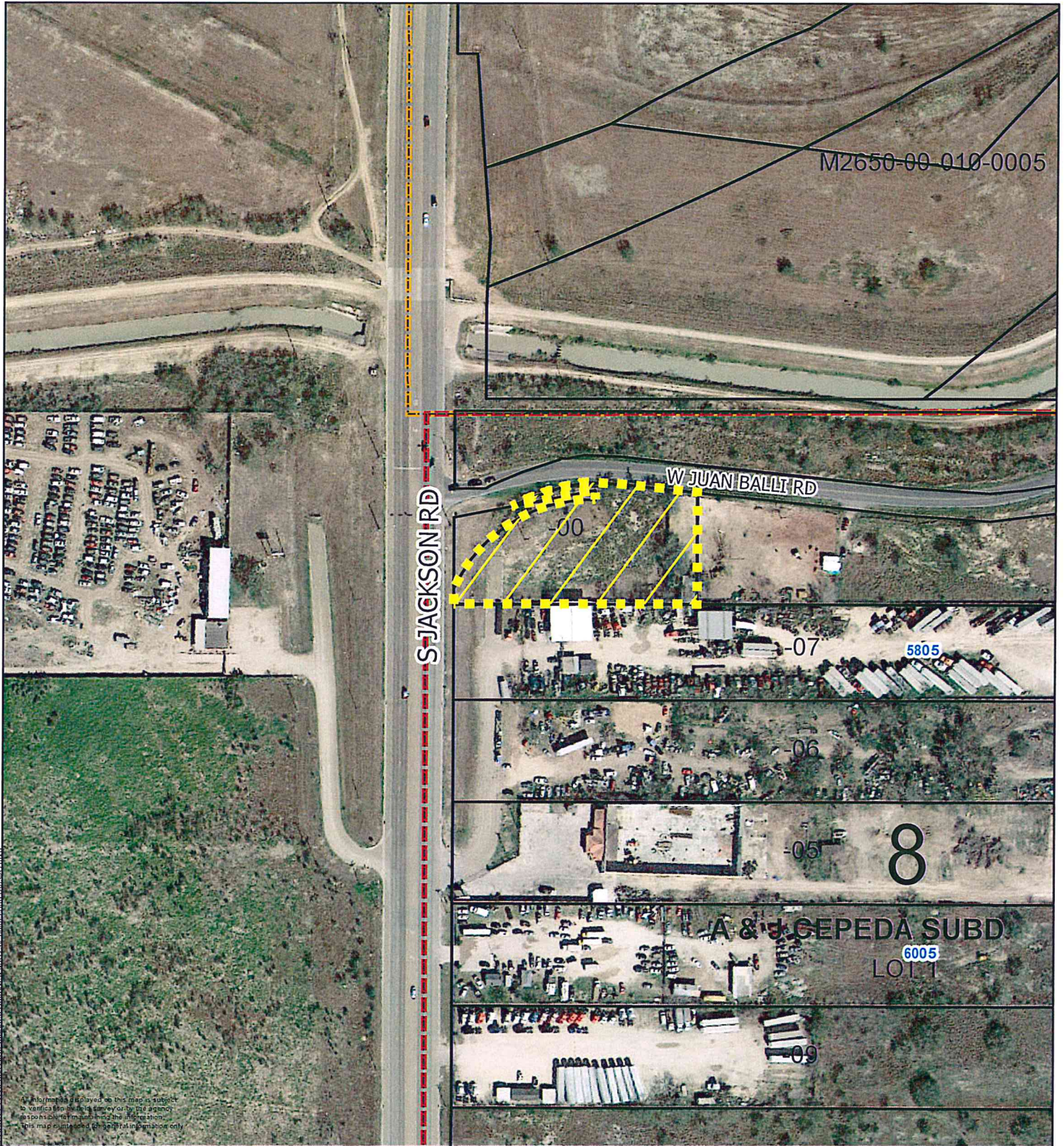
Development Services recommends denial of the plat deferral request. The property was acquired in March of 2017 and is not up to City requirements. The property owner along with Mr. Santos Ruiz (father) has been notified of the condition of the property and requirements prior to moving any material; however, a disregard of the requirements has resulted in the current conditions of the property.

**ADDITIONAL
COMMENTS:**

1. No fire protection.
2. Inadequate and/or insufficient public improvements.
3. Current use of property does not comply with City standards and requirements.
4. No existing building/structure.
5. Unpaved surfaces and limited accessibility.
6. Pending code compliance case.

**PLANNING & ZONING
COMMISSION:**

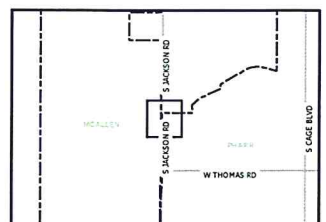
The Planning and Zoning Commission voted unanimously to deny the request to allow a plat deferral in a Heavy Commercial District (H-C) and Agricultural and/or Open Space District (A-O).

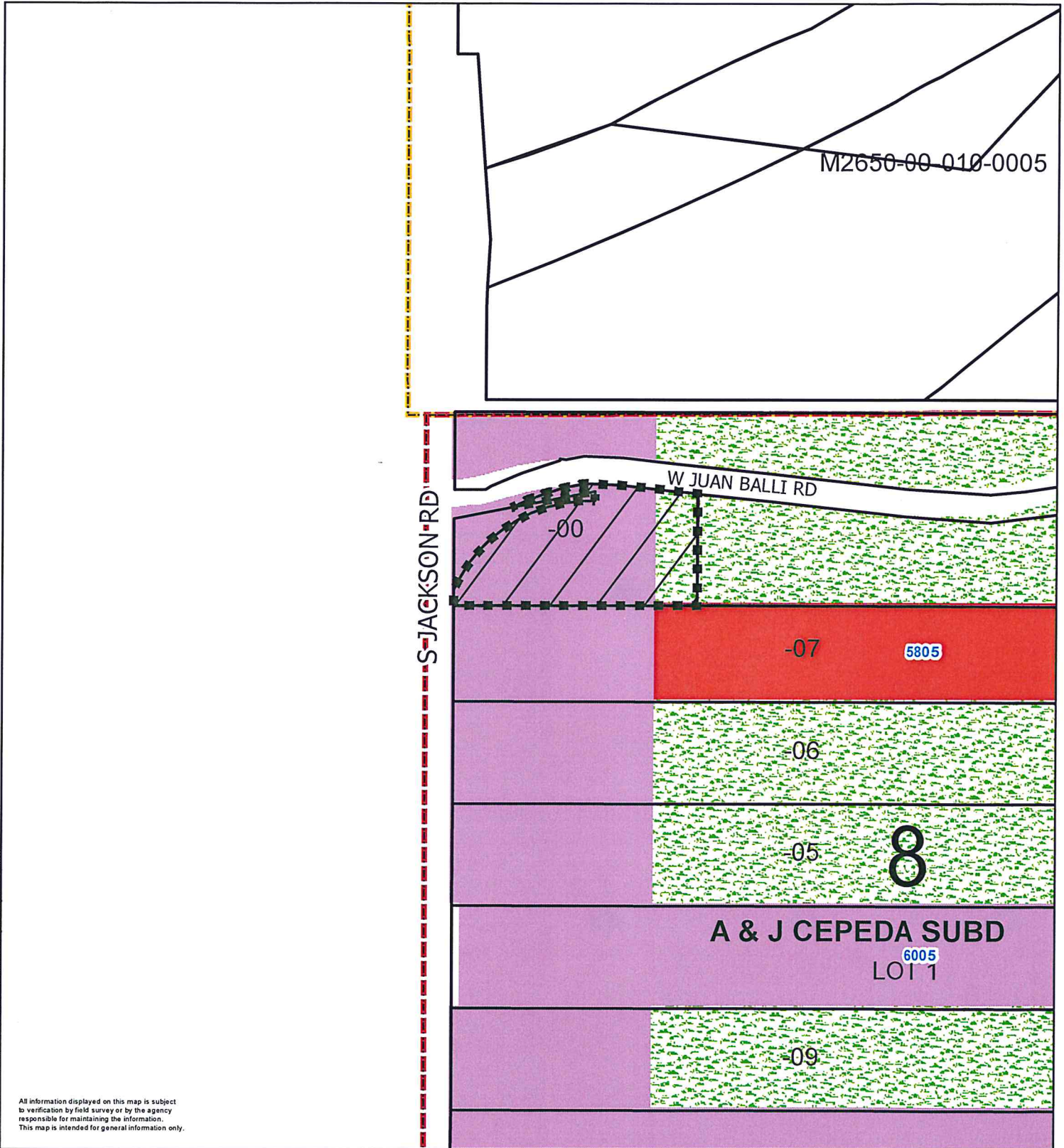


- Pharr City Limit
- Pharr ETJ
- Pharr Parcels

City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet





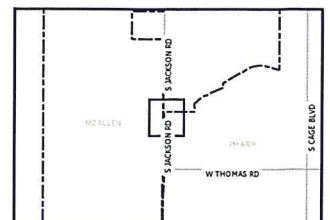
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

- | | | | |
|--|------------------|--|-------------------------|
| | Pharr City Limit | | Agricultural Open Space |
| | Pharr ETJ | | General Business |
| | Pharr Parcels | | Heavy Commercial |

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/9/2017

Scale: 1 inch = 200 feet



AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned Notary, on this the 18th day of September, 2017, personally appeared Laura S. Ruiz, Owner., property described as:

Property Owner:

Legal Description: MCCOLL TRACT AN IRR TR E252.10'-W357.65'-S189.75'-N274.58' LYING S OF CNL EXC N104.44'-E208.96'- W248.96'- LOT 8 BLK 11 0.77 AC NET, Pharr, Hidalgo County, Texas (see Exhibit)

Physical Address: 5800 Blk of S. Jackson Rd., Pharr, Hidalgo County, Texas

Known to me to be a credible person and of lawful age, who being by me first duly sworn, on oath deposes and says:

I am the owner of the above-referenced property and hereby acknowledge that I am submitting this request to the Board of Commissioners, who may grant a plat deferral, if the following conditions are met:

A deferral of the requirement to plat for a subdivision of four (4) or fewer lots to allow a submittal for a building permit and/or utility service prior to plat approval. The time period for which the platting requirement can be deferred shall not exceed one hundred and eighty (180) days. An application to defer platting may be filed if the following conditions are met:

- 1) The proposed plat is not part of a planned unit development and/or other city approved applicable plan;
- 2) The proposed project will not require a floodplain development permit from the Federal Emergency Management Agency;
- 3) The proposed project is not a replat which requires a public hearing involving notification;
- 4) Construction will not encroach onto an existing or proposed easement, right-of-way, or building setback;
- 5) The proposed plat will not require a variance to this Code;
- 6) The proposed project is not contingent upon a change of zone;
- 7) All the proposed lots have existing frontage and access to a public street;
- 8) All utilities are existing and no public improvements will be required to reach the boundaries of the proposed plat;
- 9) Does not require closure or vacating of a public right-of-way.

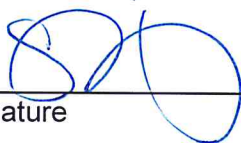
I acknowledge that a plat deferral may only be processed if approval is granted by the Board of Commissioners and adheres to the requirements as set forth by the Department of Development Services. Additionally, if approved by the Board of Commissioners a plat application, plat deferral fee, and a letter of application signed by the land owner or his authorized agent shall be filed with the Director of Development Services.

I further acknowledge that the plat deferral may be revoked if any conditions set forth below apply:

- 1.) Deferral Condition Not Applicable. If any of the conditions relating to the applicability of plat deferral are found and determined not to apply to the proposed application, or if the applicant requests a variance, the Director may revoke the plat deferral.
- 2.) Failure to Submit Plat. If final submittal for plat approval is not complete within one-hundred and thirty five (135) days of the date the plat deferral was granted by the City Commission, the Director of Development Services shall notify the applicant by certified mail that failure to file a plat within forty-five (45) days may result in termination of electrical service and/or revocation of the building permit or any other issued City permit. Prior to revoking a plat deferral the City Commission shall formally consider and adopt a resolution authorizing the termination of electrical service and/or revocation of the building permit and/or any related City issued permit until such time as plat is approved and recorded.

I acknowledge that if the property is sold and/or there is a transfer of ownership, the new property owner will be responsible to fulfill all City requirements and regulations as listed in the above-mentioned statement. This covenant shall run with the land.

If this Affidavit is violated, I freely and willingly admit guilt and responsibility.



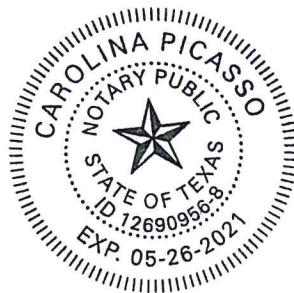
Signature

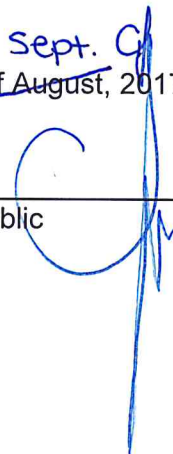
Laura S. Ruiz

Printed Name of Affiant

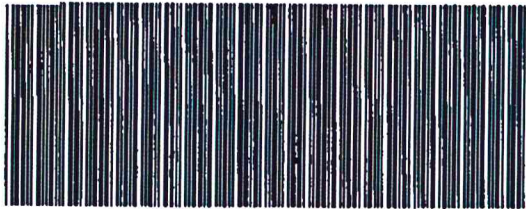
STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 18th day of ^{Sept. 18}~~August~~, 2017 by Laura S. Ruiz



Sept. 18


Notary Public



VG-120-2017-2801912

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2801912	Billable Pages: 6
Recorded On: March 31, 2017 12:04 PM	Number of Pages: 7

*****Examined and Charged as Follows*****

Total Recording: \$ 56.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is Invalid and unenforceable under federal law.

File Information:	Record and Return To:
Document No: 2801912	Laura Stephanie Ruiz
Receipt No: 20170331000258	
Recorded On: March 31, 2017 12:04 PM	
Deputy Clerk: Amabely Rodriguez	
Station: Mcallen-CC-K23	



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Date: March 23, 2017

Grantor: Laura Stephanie Ruiz, a single person

Grantor's Mailing Address: 200 Monterrey St., Hidalgo, Hidalgo County, Texas 78577

Grantee: Amado Robledo, Jr., Trustee

Grantee's Mailing Address: 5200 N. McColl Rd., Ste. 4, McAllen, Hidalgo County, Texas 78504

Beneficiary: Diana Cortez Madrigal, a single person

Beneficiary's Mailing Address (including county): Rt. 2, Box 1206, Pharr, Hidalgo County, Texas 785892

Note Date: March 23, 2017

Amount: Thirty Thousand Dollars (\$30,000.00)

Maker: Laura Stephanie Ruiz, a single person

Payee: Diana Cortez Madrigal, a single person

Final Maturity Date: March 23, 2018

Terms of Payment (optional): As contained in Promissory Note

Property (including any improvements): As described in Exhibit A attached hereto as set forth in Warranty Deed with Vendor's Lien of even date from Diana Cortez Madrigal, a single person to Laura Stephanie Ruiz, a single person.

Prior Liens: None

Other Exceptions to Conveyance and Warranty: As stated in Warranty Deed with Vendor's Lien of even date

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessment on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;

- b. Contains an 80% coinsurance clause;
- c. Provides fire and extended coverage, including windstorm coverage;
- d. Protects Beneficiary with a standard mortgage clause;
- e. Provides flood insurance at any time the property is in a flood hazard area; and
- f. Contains such other coverage as Beneficiary may reasonably require;
- 5. comply at all times with the requirements of the 80% coinsurance clause;
- 6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
- 7. keep any buildings occupied as required by the insurance policy; and
- 8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

- 1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
- 3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
- 4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
- 5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

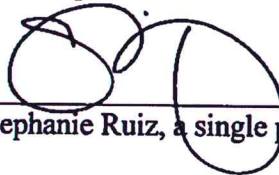
If requested by Beneficiary to foreclose this lien, Trustee shall:

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
- 2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
- 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to the payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusers interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term *note* includes all sums secured by this deed of trust.

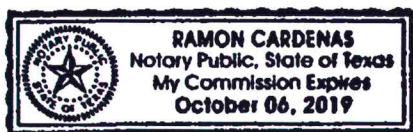
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term *Grantor* shall include Maker.
13. Grantor represents that this deed of trust and note are given the following purposes.



Laura Stephanie Ruiz, a single person

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30th day of March, 2017 by
Laura Stephanie Ruiz, a single person.





NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
Diana Cortez Madrigal
Rt. 2, Box 1206
Pharr, Texas 78589

PREPARED IN THE LAW OFFICE OF:
Amado Robledo, Jr.
5200 N. McColl, Rd., Ste. 4
McAllen, TX 78504

Exhibit "A"

Property (including any improvements):

TRACT 1:

A 1.15 acre tract out of Lot 8, Block 11, A.J. MCCOLL SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 21, Page 598, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more particularly described by "metes and bounds as follows, to-wit:

BEGINNING, at a nail set on the West line of said Lot 8 for the Northwest corner hereof, said corner being located South 08 degrees, 39 minutes, 30 seconds West, 105.0 feet from the Northwest corner of said Lot 8;

THENCE, South 81 degrees, 20 minutes, 30 seconds East, parallel to the North line of Lot 8, at 74.89 feet pass a set 1/2 inch rod on the East right-of-way line of Jackson Road, at 155.0 feet

in all to a set 1/2 inch iron rod an inside corner hereof;

THENCE, North 08 degrees, 39 minutes, 30 seconds East, parallel to the West line of Lot 8.

45.0 feet to a set 1/2 inch iron rod for an outside corner hereof;

THENCE, South 74 degrees, 21 minutes, 30 seconds East, 113.59 feet to a set 1/2 inch iron rod for the Northeast corner hereof;

THENCE, South 08 degrees, 39 minutes, 30 seconds west, parallel to the West line of Lot 8,

200.79 feet to a set 1/2 inch iron rod for the Southeast corner hereof;

THENCE, North 81 degrees, 20 minutes, 30 seconds West, parallel to the North line of Lot 8 at 222.95 feet pass a set 1/2 inch iron rod on the East right-of-way line of Jackson Road at 267.65 feet in all to the nail set on the West line of Lot 8 for the Southwest corner hereof:

THENCE, North 08 degrees, 39 minutes, 30 seconds East, coincident with the West line of Lot 8, 69.54 feet to the POINT OF BEGINNING. And

TRACT2:

A 0.40 acre tract out of Lot 8, Block 11, A.J. MCCOLL SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 21, Page 598, and Deed Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes and more particularly described by metes and bounds as follows, to-wit:

BEGINNING, at a set 1/2 inch iron rod for the Northwest corner hereof, said corner being located south 08 degrees, 39 minutes, 30 seconds West, 105.0 feet;

THENCE, South 81 degrees, 20 minutes, 30 seconds east, 155.0 feet THENCE. North 08 degrees, 39 minutes, 30 seconds East, 45.0 feet;

THENCE, South 74 degrees, 21 minutes, 30 seconds East, 113.59 feet, from the Northwest corner of Lot 8; THENCE, South 74 degrees 21 minutes, 30 seconds: East, 90.67 feet, to a set ½ inch iron rod for the Northeast corner hereof;

THENCE, South 08 degrees minutes, 30 seconds 189.75 feet to a set 1/2 inch iron rod for the East parallel to the West line of Lot 8 Southern corner hereof;

THENCE, North 81 degrees, 20 minutes, 30 seconds West, parallel to the North line of Lot 8, 90.0 feet to a set ½ inch iron rod for the Southwest corner hereof;

THENCE, North 08 degrees, 39 minutes, 30 seconds East, parallel to the West line of Lot 8, 200.79 feet to the POINT OF BEGINNING

SAVE AND EXCEPT

A 5,901 square feet of land, more or less, being out of **LOT 8, BLOCK 11, A. J. McCOLL SUBDIVISION**, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 21, Page 597-598, Hidalgo County Deed Records, same also being a part or portion of a tract of land deeded to Ricardo Israel Berrones Garza, recorded in Document 2076149, H.C.D.R., by Manuela Chavez Saucedo, A Single Person, on February 5, 2010. Said 5,901 square feet being more particularly describe as follows:

COMMENCING on the southeast corner of said Berrones Garza tract, **THENCE** as follows:

N 08° 34' 54" E, a distance of 154.04 feet to a Set No.5 rebar w/Aluminum Cap on a curve, for the southeast corner of this tract and the **POINT OF BEGINNING**;

(1) Thence, along said curve to the left, with an interior angle of 67°41'34", a radius of 220.00 feet, an arc length of 259.92 feet, a tangent of 147.54 feet and a chord that bears S 66°14'41" W, a distance of 245.07 to a Set No.5 rebar w/Aluminum Cap on the East right of way line of Jackson Road, for the southwest corner of this tract;

(2) Thence, N 09°43'35" E, along the East right of way line of said Jackson Road a distance of 104.44 feet to a Set No. 4 rebar on the South right of way line of a County Road, for the northwest corner of this tract;

(3) Thence, N 87°22'27" E, along the South right of way of said County Road, a distance of 208.96 feet to a Set No.4 rebar, for the northeast corner of this tract;

(4) Thence, S 08°34'54"W, a distance of 13.95 feet to the POINT OF BEGINNING, containing 5,901 square feet of land, more or less

Hidalgo CAD

Property Search Results > 231321 RUIZ LAURA STEPHANIE for Year 2018

Property

Account

Property ID:	231321	Legal Description:	MCCOLL TRACT AN IRR TR E252.10'-W357.65'-S189.75'-N274.58' LYING S OF CNL EXC N104.44'-E208.96'- W248.96'- LOT 8 BLK 11 0.77 AC NET
Geographic ID:	M2650-00-011-0008-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	S JACKSON RD TX	Mapsc0:	
Neighborhood:		Map ID:	30A
Neighborhood CD:			

Owner

Name:	RUIZ LAURA STEPHANIE	Owner ID:	1098240
Mailing Address:	2200 MONTERREY ST HIDALGO, TX 78557	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$68,178	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$68,178	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$68,178	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$68,178	

Taxing Jurisdiction

Owner: RUIZ LAURA STEPHANIE
% Ownership: 100.000000000000%
Total Value: \$68,178

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
CAD	APPRAISAL DISTRICT	0.000000	\$68,178	\$68,178	\$0.00	
CPR	CITY OF PHARR	0.654000	\$68,178	\$68,178	\$445.88	
DR1	DRAINAGE DISTRICT #1	0.095100	\$68,178	\$68,178	\$64.84	
GHD	HIDALGO COUNTY	0.590000	\$68,178	\$68,178	\$402.25	
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	\$68,178	\$68,178	\$0.00	
JCC	SOUTH TEXAS COLLEGE	0.185000	\$68,178	\$68,178	\$126.13	
R12	ROAD DIST 12	0.000000	\$68,178	\$68,178	\$0.00	
SPA	PSJA ISD	1.399200	\$68,178	\$68,178	\$953.95	
SST	SOUTH TEXAS SCHOOL	0.049200	\$68,178	\$68,178	\$33.54	
Total Tax Rate:		2.972500				
Taxes w/Current Exemptions:					\$2,026.59	

Taxes w/o Exemptions: \$2,026.59

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.4000	17424.00	0.00	0.00	\$35,417	\$0
2	AC	ACREAGE	0.3700	16117.20	0.00	0.00	\$32,761	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	\$0	\$68,178	0	68,178	\$0	\$68,178
2017	\$0	\$68,178	0	68,178	\$0	\$68,178
2016	\$0	\$68,178	0	68,178	\$0	\$68,178
2015	\$0	\$68,161	0	68,161	\$0	\$68,161

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/30/2017	WDV	WARRANTY DEED/VENDORS LIEN	MADRIGAL DIANA CORTEZ	RUIZ LAURA STEPHANIE			2801912
2	4/30/2014	WD	WARRANTY DEED	GARZA RICARDO ISRAEL B	MADRIGAL DIANA CORTEZ			2508486
3	2/17/2010	WD	WARRANTY DEED	SAUCEDO MANUELA CHAVEZ	GARZA RICARDO ISRAEL B			2076149

Tax Due

Property Tax Information as of 10/09/2017

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466



Officer Landez

10/09/2017 10:51:05 AM



Officer Landez
10/09/2017 10:50:46 AM



Officer Landez
10/09/2017 10:50:40 AM



Officer Landez

10/09/2017 10:50:06 AM



Officer Landez

10/09/2017 10:50:09 AM



Officer Landez

10/10/2017 9:31:22 AM



Officer Landez
10/10/2017 9:30:15 AM



MEMORANDUM

DATE: MONDAY, NOVEMBER 06, 2017
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: DEVELOPMENT SERVICES

SUBJECT: ESPINO SUBDIVISION FILE NO. SUB#130714
--

GENERAL INFORMATION:

APPLICANT: SAM Engineering & Surveying Inc., representing Hector & Norma Espino are requesting final plat approval of the proposed Espino Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.15 acres, out of Lot 175, Kelly-Pharr Subdivision, Pharr Hidalgo County, Texas.

LOCATION: The property is located at the 800 Block of West State Avenue.

ZONING: The property is zoned General Business District (C). The adjacent zones are General Business District (C) to the west and east, Neighborhood Commercial District (N-C) and Single Family Small Lot District (R-1A) to the north, and Rail Road R.O.W. to the south. The property is designated for commercial use in the land use plan.

PROPERTY PROPOSED USE: Retail/wholesale.

VARIANCES: None requested.

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

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

1. In compliance.

EASEMENTS:

1. In compliance.

**SIDEWALK:
ADA:**

1. In compliance.

FIRE PROTECTION:

1. In compliance.

WATER:

1. In compliance.

SEWER:

1. In compliance.

DRAINAGE:

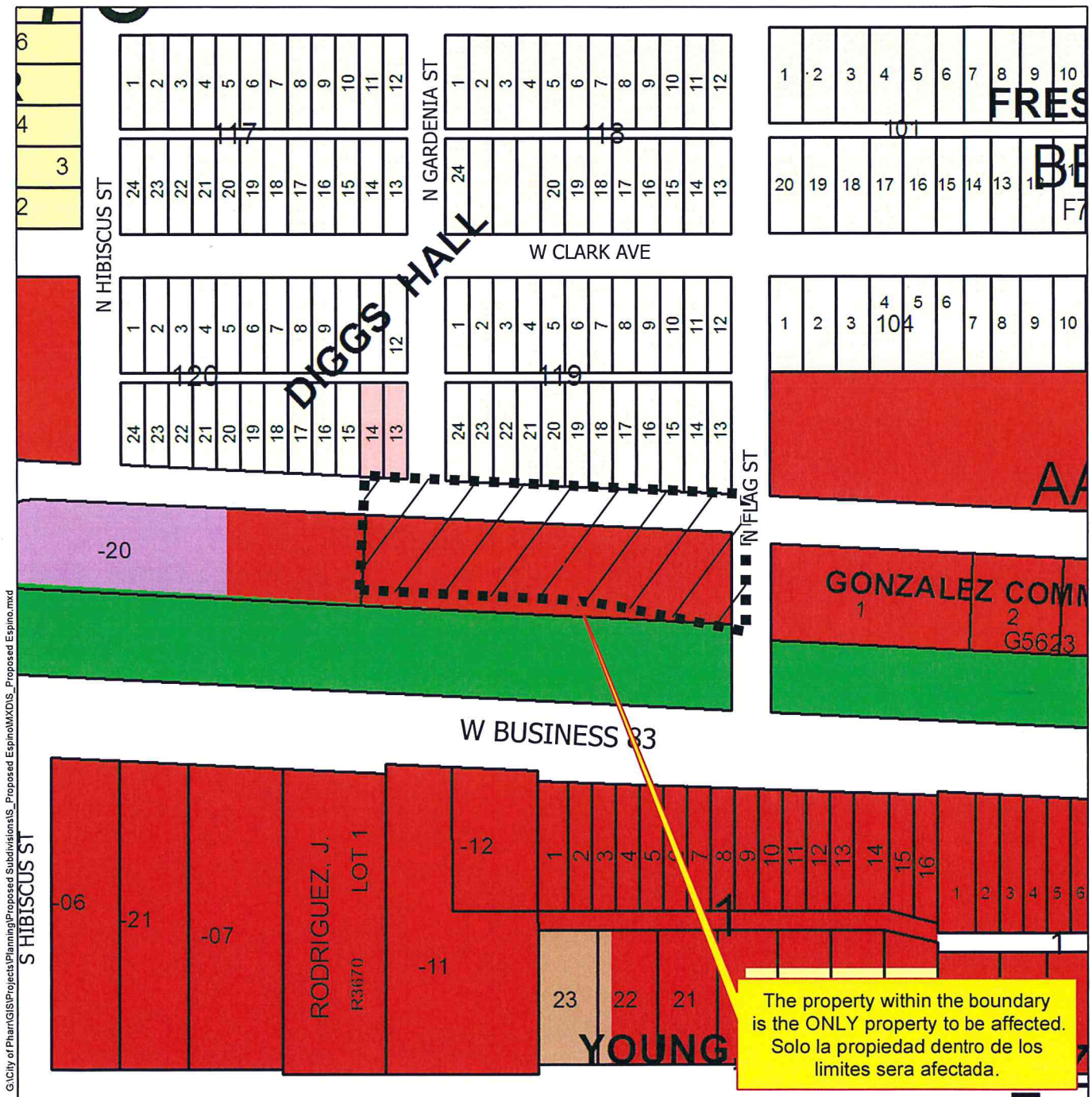
1. In compliance.

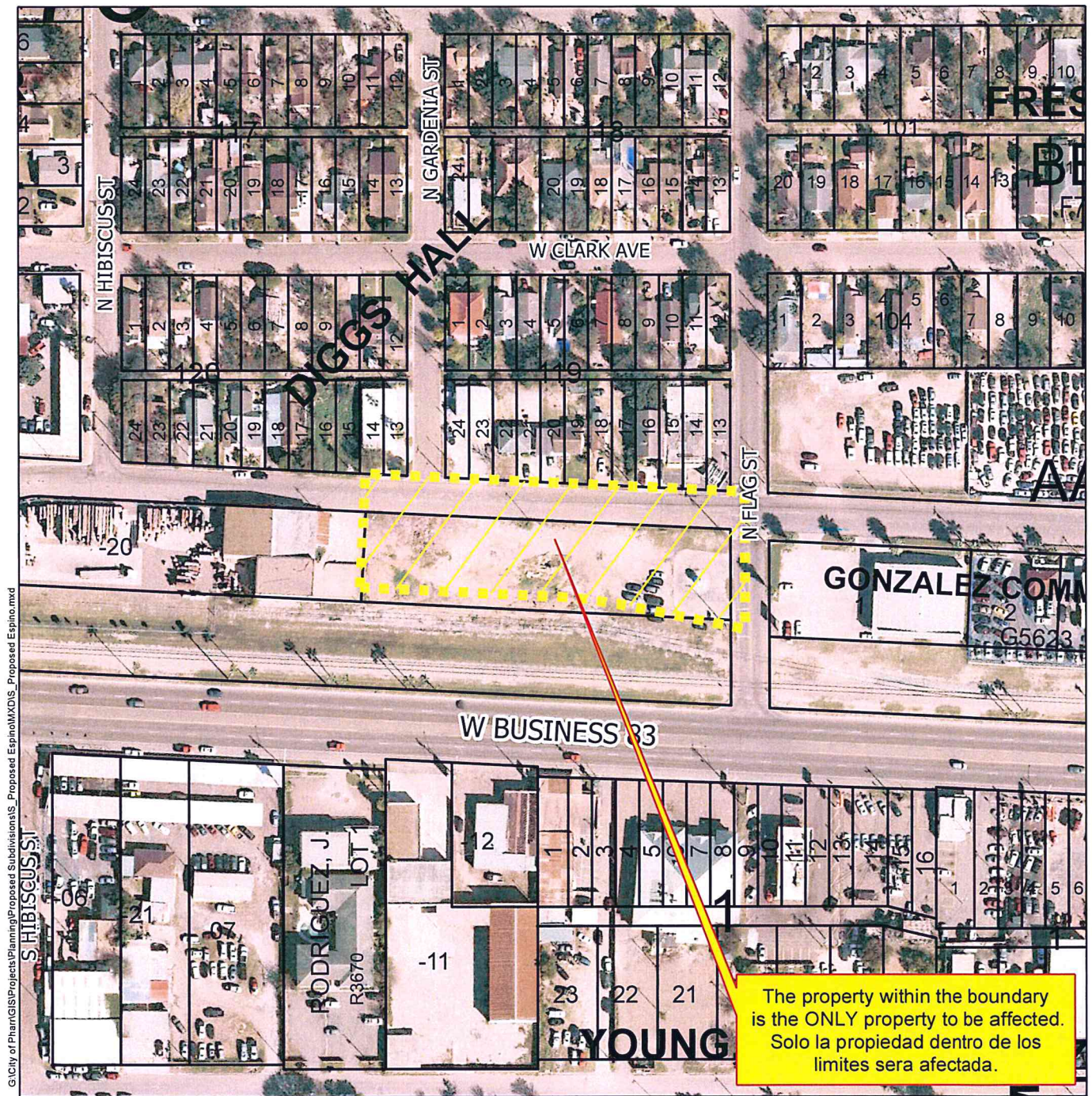
OTHER:

1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

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







AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance of the City of Pharr, Texas authorizing the issuance and sale of City of Pharr, Texas Tax Note, Series 2017, awarding the sale of said note, levying a tax in payment thereof; prescribing the form of said note; and enacting other provisions relating to the subject.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Part of the Capital Improvement Plan includes Year 3 of Repaving Program and a Nature Park for quality of life and to attract visitors to the City of Pharr. The projects are proposed to be financed in order to get the cash flow in a shorter term.

Form of Financing is through Tax Notes through a Private Placement over 7 Years.

Financial Consideration: \$7.3 million

\$5 Million for Year 3 and 4 Paving Project
\$2.3 Million for Nature Park

Staff Recommendation: To approve Ordinance.

Alternatives:

ROUTING:

Karla Moya
Karla Moya
Karla Moya

Created/Initiated - 10/31/2017
Approved - 10/31/2017
Approved - 10/31/2017

Patricia Rigney
City Management Office

Approved - 11/03/2017
New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: October 24, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution submitting entitlement votes for candidate(s) to the Appraisal District Board of Directors 2018-2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors. There are five Board of Directors, who are elected by the taxing units that participate in the district which governs Hidalgo County Appraisal District. In addition, Mr. Pablo "Paul" Villarreal Jr., Tax Assessor Collector, serves on the Board as a non-voting Director.

The nominees on the Official Ballot for Election of 2018-2019 Appraisal District Board of Directors are:

Mike Alaniz

Alex Ballesteros

Albert D. Cardenas

Carlos Garcia

Pete Garcia

David Garza

Jaime Garza

Richard A. Garza

David Hernandez

Mary A. Palacios

Jason Pena

Rodolfo "Rudy" Ramirez

Amador Requenez

David Simmons
Tom Wingate

The governing body may cast all of its votes for one candidate or distribute them among any number of candidates.

The City of Pharr is entitled to cast **110** votes in said election. Ballots must be returned to the Chief Appraiser before December 15, 2017.

Financial Consideration: N/A

Staff Recommendation: Consider casting of votes for candidate(s) named on the ballot.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 10/24/2017
Final Approval - 11/02/2017

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Aquiles "Jimmy" Garza	Member
Pablo "Paul" Villarreal, Jr.	Member

October 20, 2017

City Secretary
City of Pharr
PO Box 1729
Pharr, TX 78577-1718

Re: Election Ballot 2018-2019 Appraisal District Board of Directors

Dear City Secretary:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate that provided such, and a list of the total vote distribution for all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before DECEMBER 15, 2017. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before DECEMBER 29, 2017 to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

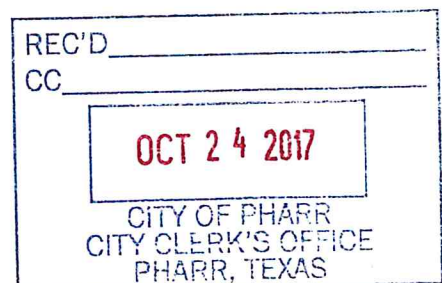
Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: pma

Enclosures



RESOLUTION NO. _____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the (Name of City) is entitled to cast a total of (Number of Votes) votes in said election; and

WHEREAS, ballots must be returned by December 15, 2017 which is the deadline for accepting votes.

NOW THEREFORE BE IT RESOLVED by the (Name of City) that the city does hereby cast (Number of Votes) of votes for (Name of Candidate) for Hidalgo County Appraisal Board of Directors for (two-years).

READ, PASSED AND APPROVED at a regular meeting by the City Commissioners of the City of Elsa, on this the (day) of (month & year).

Mayor City of _____

ATTEST:

City Secretary

**2018-2019
VOTING ENTITLEMENT
HCAD BOARD OF DIRECTORS**

	2016 Tax Levied	2016 Total Levy	2016 Percent	Votes	2018-2019 Directorships	2018-2019 Official Votes
Entity						
Hidalgo County	\$ 189,038.466	\$ 783,274.067	24.134%	241	5	1205
Cities						
Alamo	\$ 3,253.269	\$ 783,274.067	0.415%	4	5	20
Alton	\$ 1,714.003	\$ 783,274.067	0.219%	2	5	10
Donna	\$ 4,815.163	\$ 783,274.067	0.615%	6	5	30
Edcouch	\$ 474.075	\$ 783,274.067	0.061%	1	5	5
Edinburg	\$ 25,928.488	\$ 783,274.067	3.310%	33	5	165
Elsa	\$ 1,474.408	\$ 783,274.067	0.188%	2	5	10
Granjeno	\$ 18.758	\$ 783,274.067	0.002%	1	5	5
Hidalgo	\$ 2,063.115	\$ 783,274.067	0.263%	3	5	15
La Joya	\$ 720.201	\$ 783,274.067	0.092%	1	5	5
La Villa	\$ 444.776	\$ 783,274.067	0.057%	2	5	10
McAllen	\$ 42,519.989	\$ 783,274.067	5.428%	54	5	270
Mercedes	\$ 4,066.335	\$ 783,274.067	0.519%	5	5	25
Mission	\$ 20,104.913	\$ 783,274.067	2.567%	26	5	130
Palmview	\$ 2,021.047	\$ 783,274.067	0.258%	3	5	15
Penitas	\$ 1,054.274	\$ 783,274.067	0.135%	1	5	5
Progreso	\$ 603.160	\$ 783,274.067	0.077%	1	5	5
Pharr	\$ 17,456.074	\$ 783,274.067	2.229%	22	5	110
San Juan	\$ 6,638.278	\$ 783,274.067	0.848%	8	5	40
Sullivan City	\$ 410.132	\$ 783,274.067	0.052%	2	5	10
Weslaco	\$ 11,478.848	\$ 783,274.067	1.465%	15	5	75
Schools						
Donna	\$ 15,236.606	\$ 783,274.067	1.945%	19	5	95
Edcouch-Elsa	\$ 3,853.840	\$ 783,274.067	0.492%	5	5	25
Edinburg	\$ 69,661.093	\$ 783,274.067	8.894%	89	5	445
Hidalgo	\$ 7,144.768	\$ 783,274.067	0.912%	9	5	45
La Joya	\$ 29,094.600	\$ 783,274.067	3.714%	37	5	185
La Villa	\$ 1,313.459	\$ 783,274.067	0.168%	2	5	10
Lyford	\$ 123.381	\$ 783,274.067	0.016%	1	5	5
McAllen	\$ 78,984.670	\$ 783,274.067	10.084%	101	5	505
Mercedes	\$ 6,608.633	\$ 783,274.067	0.844%	8	5	40
Mission	\$ 25,801.875	\$ 783,274.067	3.294%	33	5	165
Monte Alto	\$ 1,223.325	\$ 783,274.067	0.156%	2	5	10
PSJA	\$ 56,528.231	\$ 783,274.067	7.217%	72	5	360
Progreso	\$ 2,072.937	\$ 783,274.067	0.265%	3	5	15
Sharyland	\$ 41,769.062	\$ 783,274.067	5.333%	53	5	265
So Tx College	\$ 59,701.218	\$ 783,274.067	7.622%	76	5	380
South Texas ISD	\$ 16,452.859	\$ 783,274.067	2.101%	21	5	105
Valley View	\$ 7,042.210	\$ 783,274.067	0.899%	9	5	45
Weslaco	\$ 24,363.529	\$ 783,274.067	3.110%	31	5	155
Grand Total	\$ 783,274.067		100.000%	1004		5020

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Eddie R. Cano	Member
Albert D. Cardenas	Member
Pablo "Paul" Villarreal, Jr.	Member

Hidalgo County Appraisal District
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208

"OFFICIAL BALLOT"

Election of 2018-2019
Appraisal District Board of Directors

Entity: City of Pharr	Authorized Votes: 110
Nominee	# Of Votes
Mike Alaniz	
Alex Ballesteros	
Albert D. Cardenas	
Carlos Garcia	
Pete Garcia	
David Garza	
Jaime Garza	
Richard A. Garza	
David Hernandez	
Mary A. Palacios	
Jason Pena	
Rodolfo "Rudy" Ramirez	
Amador Requenez	
David Simmons	
Tom Wingate	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

Mike Alaniz
La Joya



1981 Graduate of La Joya High School

1989 University of Texas Pan American Social Bachelor's Degree in 1989-UT Pan American

Worked with LA Joya Independent School District from 1994 to 1999 at Chavez Middle School as a Math Teacher

Currently working with the City of LA Joya as City Administrator My responsibilities are overseeing the Finances, Personnel, Short and Long Range Panning of all Departments ad Posses Good Public Relations and Communications

Currently an Alternate from 2010 to present for the City of LA Joy

Married to Norma Linda Alaniz

Proud father to three (3) sons: Joshua Christopher Alaniz, Michael Daven Alaniz and Stepson Dagoberto Rodriguez, Jr. Three (3) Daughters, Katrina Michelle Alaniz, Cristina Daniel Alaniz and Stepdaughter Dayna Trevino. Five (5) Grandsons and Two (2) Granddaughters

Alejandro Ballesteros McAllen



*Attorney at Law
Hidalgo County, Texas*

Over the past eleven years, Alejandro has been successfully practicing as an attorney and has established important relationships with Hidalgo County residents. His current business activities include being the President of Ballesteros Gonzalez Law Firm PLLC and Legal Counsel for several local corporations. He is a board member for the nonprofit organization supporting Autism named Bebo's Angels.

As a Finance/Risk Management major from St. Mary's University - Bill Greenhey School of Business, Alejandro has managed wholesale auto sales, nonprofit organizations and taken on assistant role at Merrill Lynch.

Alejandro is a proud resident of Hidalgo County, Texas. He has kept the community's interest in mind by making himself readily available to residents who are in need of legal representation. He is married to Susanna Alexander from Laredo and they have four children. Alejandro and his family are members of the Our Lady of Sorrows Catholic Church. He is a firm believer in justice, communal values, and respect for one another.

Education:

Bachelor's Degree in Business and Corporate Finance/Risk Management from St. Mary's University- Bill Greenhey School of Business, December 2001.

Juris Doctor from St. May's University School of Law, May 2005.

Awards and recognitions:

Pro Bono Achievement Award, St. Mary's University School of Law

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

Carlos Garcia

No Bio or Photo Provided

Pete Garcia
San Juan



San Juan EDC Boar, 2015 Member

Region ESL Member

Head Start Advisory Member 2013-2015

San Juan Housing Authority Member 2015

PSJA School Board Member 2004-2013

Hidalgo County Appraisal District Board of Directors Board Member 2009-2013

David Garza

No Bio or Photo Provided

Jaime Garza

No Bio or Photo Provided

Richard A. Garza
Edinburg



Hidalgo County Appraisal District is responsible for appraisal all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal practices (USPAP).

Lifelong Resident of Rio Grande Valley

Received Real Estate License at age 18

BBA in Finance, Pan American University

Real Estate Broker, BIC Realty for over 35 years

President of BIC Investment, GR Land Co., GarCo Ltd., BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuillas Investment Co.

Chairman of Cuartitos.com, a cargo shipping container leasing co.

Longtime member of McAllen Board of Realtors & Edinburg Board of Realtors

Texas Association of Realtors since 1977

Past Zoning Commissioner McAllen Planning & Zoning Board

Past Vice-President of Finance Discovery Montessori School Board

Plazas Del Lago HOA Finance Director

Chairman, Hidalgo County Appraisal District Board of Directors 1991 to Present

Richard A. Garza

Page 2

Boy Scouts of America – Troup Leader

Current Director, Texas Land Developers Association

Member of Santa Gertrudis Breeders International

Previous Member Edinburg Hospital Authority Board of Directors

Member of The Las Villas at South Padre Island Board of Directors

Member of Holy Spirit Catholic Church

Previous Director of Edinburg Chamber of Commerce Board of Directors

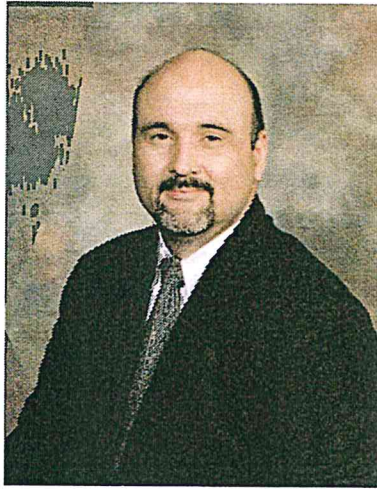
Current Member of Edinburg Chamber of Commerce

Current Member of McAllen Chamber of Commerce

Current Member of McAllen Hispanic Chamber of Commerce

Married to Sylvia Sanchez Garza for 17 years with four sons

**David Hernandez
Weslaco**



President/Owner & Operator of Holiday Wine & Liquors

Partner/Owner Pop-A-Top, Harlingen

Owner of Hernandez Farms, OCT Distributing

Vice-Chairman, Hidalgo County Appraisal Board of Directors 2006 to Present

Served 6 years as Director Weslaco Economic Corporation

Served 7 years as Director Weslaco Economic Corporation

Served 25 years and continue to serve on Weslaco Planning & Zoning Commission

Current Chairman on Weslaco Planning Weslaco Planning & Zoning Commission

Former Weslaco ISD Board Member

Former McAllen Boys & Girls Club Member

Former Palm Valley Animal Shelter Board Member

Member McAllen Chamber of Commerce

Member Hispanic Chamber of Commerce

Member Weslaco Chamber of Commerce

Member Rio Grande Valley Partnership

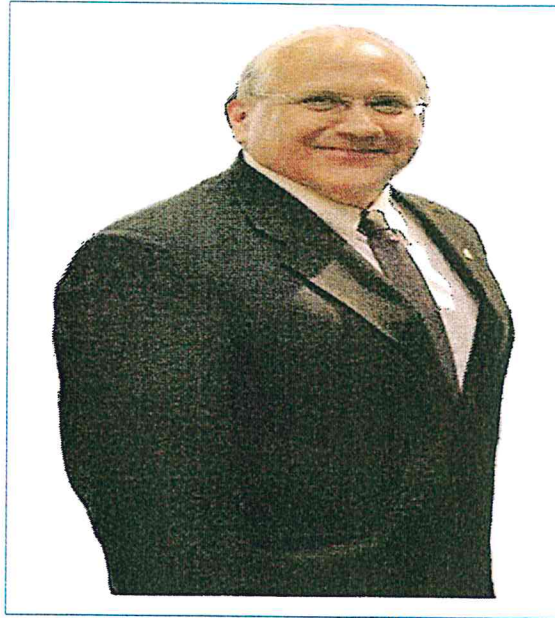
Mary A. Palacios

No Bio or Photo Provided

Jason Pena

No Bio or Photo Provided

Rudy Ramirez Edinburg



Mr. Rodolfo “Rudy” Ramirez is the Executive Director for the Edinburg Housing Authority (EHA), the public housing agency for the city of Edinburg, mandated and funded by the United States Department of Housing and Urban Development (HUD). As the EHA Executive Director since 2011, he is responsible for the administration of more than 1,336 low income housing units (423 public housing units and 913 Housing Choice Voucher units, as of December 01, 2016,) in Edinburg. EHA has maintained their High-Performance Status by HUD since Mr. Ramirez took office. Ramirez has been involved in the community all his life, serving as a Commissioner with EHA from 1991 to 2011 and as a School Board trustee for ECISD from 1999 to 2005.

Mr. Ramirez believes in living a self-sufficient life and the way to do that is by pursuing a higher education. His understanding has led him to build partnerships with the Edinburg Consolidated Independent School District and The University of Texas Rio Grande Valley. Establishing relationships with different academic leaders and colleges have exposed and expanded the doors of opportunity for EHA residents. His dedication has allowed EHA for the first time ever to partner and work with the College of Liberal Arts, Fine Arts, Engineering and Computer Science, Health Affairs, Education and P-16 Integration, Robert C. Vackar College of Business & Entrepreneurship and Graduate College.

Rudy Ramirez

Page 2

His experience details a dynamic leader with a proven track record in organizational change, program integrity, operational effectiveness, transparency and amalgamating federal, state and local resources. As an Executive Director, he acts as liaison between the governing bodies, the client population and general public besides supervising daily operations. He also works closely with and provides professional advice to governing bodies and staff to effectively implement a variety of housing programs and ensure their compliance with mandated standards.

He comes from a strong real estate and education background. He served in a number of roles prior to his work as an Executive Director. He owned and ran a successful real estate business in the past. He is also a licensed Real Estate Broker and has taught continuing education real estate classes at South Texas College. Besides being a realtor, he also taught for the Edinburg school district at Sam Houston Elementary and San Carlos elementary between 1987 and 1993.

Mr. Ramirez is also now serving as the President for Housing Alliance of Valley Employees South Texas Region (H.A.V.E. S.T.R.) his term began January 2017. H.A.V.E. S.T.R. is a professional membership organization consisting of agencies and individuals who administer housing and community development in the South Texas Region. Mr. Rodolfo 'Rudy' Ramirez has been awarded the 'Texas NAHRO Executive Director of the Year award by National Association of Housing and Redevelopment Officials for the last three consecutive years.

Ramirez is currently pursuing his Master of Public Administration from the University of Texas - Rio Grande Valley and is expected to graduate in 2018. He holds a Bachelor of Science degree in Education from the University Texas- Pan American since 1987.

Mr. Ramirez was born and raised in Edinburg, TX, is married to Pamela Ramirez, and they have four children - Rudy Jr., Pete, Ida Marie, and Ivy May Ramirez. Mr. Ramirez is a firm believer of the motto: "Change starts with us."

**Amador Requenez
Mission**



Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to 2009
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

David Simmons
Donna



Has married to Dolores Solis Simmons for the past 37 years. We have two sons, Justin David Simmons and Brandon Stuart Simmons. My wife and I currently reside at 1503 Hunt Avenue, Donna, Texas.

I was born in Edinburg, Texas to Charles William Simmons and Lydia Tagle Simmons. I am the youngest of eight children. I graduated from Shaw High School in Cleveland, Ohio and attended Ohio University in Athens Ohio. I returned to the Rio Grande Valley in 1976. I Attended Texas A&M Firemen Training School and received certification as a firefighter in various areas. I also was invited to attend the U.S. Border Patrol Citizen's Academy.

I worked for the Edinburg Consolidated Independent School District and Brownsville Independent School District in the tax department as a tax appraiser. I also worked for Hidalgo County Tax Office and Trans America Title Company. I also served in the capacity as Tax Assessor Collector for the Donna Independent School District for many years until the tax office was closed in 2009.

I held a Registered Texas Assessor / Collector and Registered by the State of Texas Department of Licensing and Regulation till the school district tax office close in 2009. I am still employed and have 30 years of service with Donna Independent School District as a Director with Custodial Support Services.

Also, I served as Mayor for the City of Donna. I held that position since June, 2008 till October 2014. I have served as the Fire Chief for the Donna Volunteer Fire Department since 1991 and still hold that position as of today.

David Simmons

Page 2

I have received various awards from my community for Bravery Beyond the Call of Duty, Heroism, Leadership, Professionalism, Outstanding Service, and the Rio Grande Valley Walk of Fame.

I also serve on various committees:

Lower Rio Grande Valley Development Council, Board of Directors

Texas Association of Assessing Officers

South Texas Association of School Maintenance Officials

Region One Education Service Center Officials for Safe Schools/School Health and Security Audits

Texas Fire Chiefs Association

Rio Grande Valley Firefighters & Fire Marshals Association

State of Texas Emergency Management

Texas Safe Schools Alliance

NIMS Certification through Emergency Management Institute, Emmetsburg, MD

Tom Wingate McAllen



PERSONAL INFORMATION

Birthplace: Pleasanton, Texas (Seventh Generation Texan)

Residence: McAllen and Mission since 1978.

Marital Status: Married in August, 1970, Pamela J. Wingate, retired McAllen ISD public school teacher/librarian; two sons, T.J. and James, both McAllen attorneys; one daughter Marissa.

Business Address: 7000 North 10th Street, 2nd Floor, Suite C5, McAllen, Texas 78504

EDUCATION

Attended elementary schools in San Antonio and graduated from South San Antonio High School in 1967

St. Mary's University, B.B.A., 1971

University of Texas School of Law, Juris Doctor, 1974

National College of District Attorneys, Career Prosecutor Graduate, 1976

BAR/LEGAL MEMBERSHIPS

Supreme Court of Texas
Supreme Court of the United States
U.S. Court of Military Appeals
Life Fellow – Texas Bar Foundation
Texas College of Real Estate Attorneys

LEGAL SPECIALIZATION

Board Certified Specialist in Commercial and Residential Real Estate Law by the State Bar of Texas Board of Legal Specialization in 1983, and renewed in 1988, 1993, 1998, 2003, 2008 and 2013.

LEGAL EMPLOYMENT

1974-Present Practicing attorney.

2007-2008 Judge, 430th District Court, Hidalgo County, Texas (appointed by Governor Perry to new court)

Nov. 1991- President and legal counsel of Security Land Title Co., real estate title company,
2002 practicing attorney.

TEXAS REAL ESTATE COMMISSION:

Present Licensed Texas Real Estate Broker

BUSINESS EXPERIENCE

2012-Present Principal in Adelante Group LTD, Tex Title I, LLC, PW Properties, LLC, and various business ventures.

1992-2005 Originated Security Land Title Company in Hidalgo County, Texas. Served as President and Chairman.

MILITARY EXPERIENCE

- 1978-1999 Lieutenant Colonel, U.S. Army Reserves (Retired)
- 1987 Graduate, U.S. Army Command & General Staff College
- 1971-1978 Captain, U.S. Army Judge Advocate General Corps. active duty.

CIVIC AND RELIGIOUS ORGANIZATIONS

- 2014-Present Member, Texas Board of Criminal Justice (oversees all Texas prisons)
- 2003-2004 President, Sharyland ISD Education Foundation
- 2002-2003 Chairman of the Board, McAllen Chamber of Commerce
- 1999-2001 Chairman, Lower Rio Grande Valley Workforce Development Board (Workforce Solutions)
- 1998-2007 Member, Lower Rio Grande Valley Workforce Development Board (Workforce Solutions)
- 1992-1994 Chairman of Deacons, Calvary Baptist Church, McAllen, Texas
- 1978-Present Member, Calvary Baptist Church, McAllen, Texas
- 1986-1999 Ten year Member, Sharyland ISD Board of Trustees (served two terms as President)
- 1985 Initial incorporator and first president of McAllen United, a non-partisan good government organization
- 1984 President of McAllen South Rotary Club
- 1983 Chairman, McAllen United Way Fund Drive
- 1982 Graduate of first Leadership McAllen class
- 1982 Past Recipient of the Outstanding Young Man of McAllen Award – McAllen Chamber of Commerce

RESOLUTION R-2017-_____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the City of Pharr is entitled to cast a total of 110 votes in said election; and

WHEREAS, ballots must be returned by December 15, 2017, which is the deadline for accepting votes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Pharr, Hidalgo County, Texas, that city does hereby cast _____ votes for _____ for Hidalgo County Appraisal Board of Directors for 2018-2019.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the _____ day of November, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Eddie R. Cano	Member
Albert D. Cardenas	Member
Pablo "Paul" Villarreal, Jr.	Member

Hidalgo County Appraisal District
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208

"OFFICIAL BALLOT"

Election of 2018-2019
Appraisal District Board of Directors

Entity: City of Pharr	Authorized Votes: 110
Nominee	# Of Votes
Mike Alaniz	
Alex Ballesteros	
Albert D. Cardenas	
Carlos Garcia	
Pete Garcia	
David Garza	
Jaime Garza	
Richard A. Garza	
David Hernandez	
Mary A. Palacios	
Jason Pena	
Rodolfo "Rudy" Ramirez	
Amador Requenez	
David Simmons	
Tom Wingate	

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

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; establishing fair market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Edward Wylie

Patricia Rigney

City Management Office

Created/Initiated - 10/31/2017

Approved - 10/31/2017

Approved - 11/01/2017

Final Approval - 11/01/2017

RESOLUTION NO. R-2017-__

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, RATIFY ANY OFFERS MADE AS TIME IS OF THE ESSENCE, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas; and

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired.

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

SECTION 1: That 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 following real property:

23.48 acres of land, situated in the City of Pharr, Hidalgo, County, Texas, and also being a part or portion of Lots 155-156 Kelly, Pharr, Subdivision, map reference Volume 3, Pages 133-134, H.C.D.R.

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, that the fair market value of all estates and interest in the specifically described property are better than fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized, directs and ratifies all communication in writing any offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation as determined by the appraisal; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND ADOPTED this the 6th day of November, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on request to appeal the additional entrance for West Ridge Estates Subdivision, as requested by the Planning and Zoning Commission.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The preliminary plat approval went before the Planning and Zoning Commission on October 23, 2017 and was approved with the condition that they will be required to have a secondary access. The request for the secondary access was to provide an emergency access for the subdivision. The Project Engineer has proposed to widen the proposed subdivision to 45 feet in width to provide ample room (see attached file).

The City Commission may, at its discretion and upon finding that such request will not compromise public safety or impede emergency access, accept a single entrance.

Financial Consideration: N/A

Staff Recommendation: Development Services staff recommends approval of the request to appeal the additional entrance for West Ridge Estates Subdivision. The proposal provided by the Project Engineer, to facilitate traffic movement for emergency access will be sufficient to meet the needs of the size of the development. In the event that the property is to expand and is intended as a phase in a larger development project, the City shall require a secondary access.

Alternatives:

ROUTING:

Rita Galvan

Created/Initiated - 10/30/2017

Roland Gomez

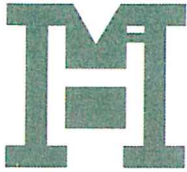
Approved - 10/30/2017

Melanie Cano

Approved - 10/30/2017

City Management Office

Final Approval - 11/01/2017



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

October 27, 2017

Melanie Cano
City of Pharr Planning Department
118 South Cage, 1st Floor
Pharr, Texas 78577

RE: West Ridge Estates Subdivision

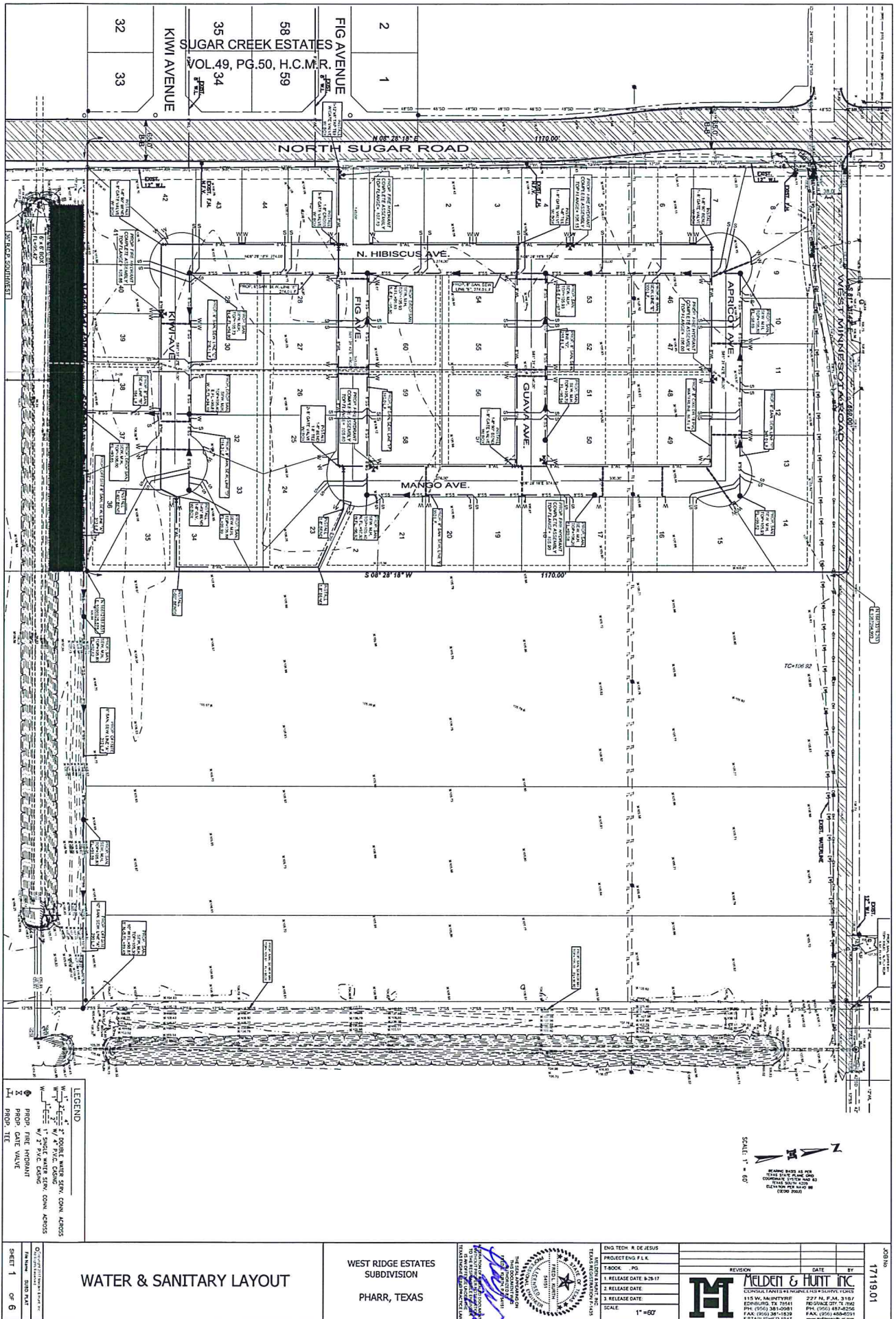
Dear Ms. McNett,

On behalf of our client, Shavi Mahtani, we request consideration to keep the one entrance to the proposed West Ridge Estates Subdivision rather than the two entrances requested at the Planning & Zoning Commission meeting held on Monday, October 23, 2017. We will widen the proposed entrance to West Ridge Estates Subdivision to 45 feet in width which will allow ample room to accommodate emergency vehicles, while still providing enough space for vehicles to be parked on the street at the entrance to the subdivision.

We appreciate your consideration of our client's request and await your decision.

Respectfully,

Fred L. Kurth, P.E., R.P.L.S.
Melden and Hunt, Inc.



LEGEND

1" DOUBLE WATER SEWER CONNECTION

1" SINGLE WATER SEWER CONNECTION

1/2" PVC DESIGN

1/2" FIRE HYDRANT

PROPOSED GATE VALVE

PROPOSED TIE

SHEET 1 OF 6

WATER & SANITARY LAYOUT

WEST RIDGE ESTATES
SUBDIVISION
PHARR, TEXAS



ENG. TECH. R. DE JESUS
PROJECT ENG. P.L.K.
FABRIC
1. RELEASE DATE 9-28-17
2. RELEASE DATE
3. RELEASE DATE
SCALE
1" = 60'

REVISION

DATE

BY

M MELDEN & HUNT, INC.
CORPORAL PLANTS & ENGINEERING & SURVEYING
115 W. ANKENY RD. SUITE 100
EDINBURGH, TX 78541
PH. (956) 381-0081 FAX. (956) 406-0211
E. J. MELDEN@MELDEN-HUNT.COM

111901



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on request for Residential Incentive Program for the property legally described as being a 20.00 acre tract of land out of Lot 78, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Cruz Cantu, representing Esponjas Development LTD., has applied for the City of Pharr's residential development incentive program. The property is legally described as being a 20.00 acre tract of land out of Lot 78, Kelly-Pharr Subdivision, Pharr, Hidalgo County Texas. The property is physically located within the 700 Block of East Owassa Road.

The applicant will develop the property to approximately 61 single family residential lots. The applicant has met the minimum requirements for the incentive program and has requested for assistance under Option 2: 50% of Public Infrastructure Cost, in accordance with O-2016-42.

Financial Consideration: TBD (based on the total dollar amount that is submitted to Development Services Department during the Pre-Construction phase of the subdivision process).

25% of Public Infrastructure is due 30 days after recordation of subdivision.
25% due when 1/2 of lots have acquired building permits.

Staff Recommendation:

Alternatives:

ROUTING:

Rita Galvan

Created/Initiated - 10/31/2017

Melanie Cano

Approved - 10/31/2017

Karla Moya

Approved - 10/31/2017

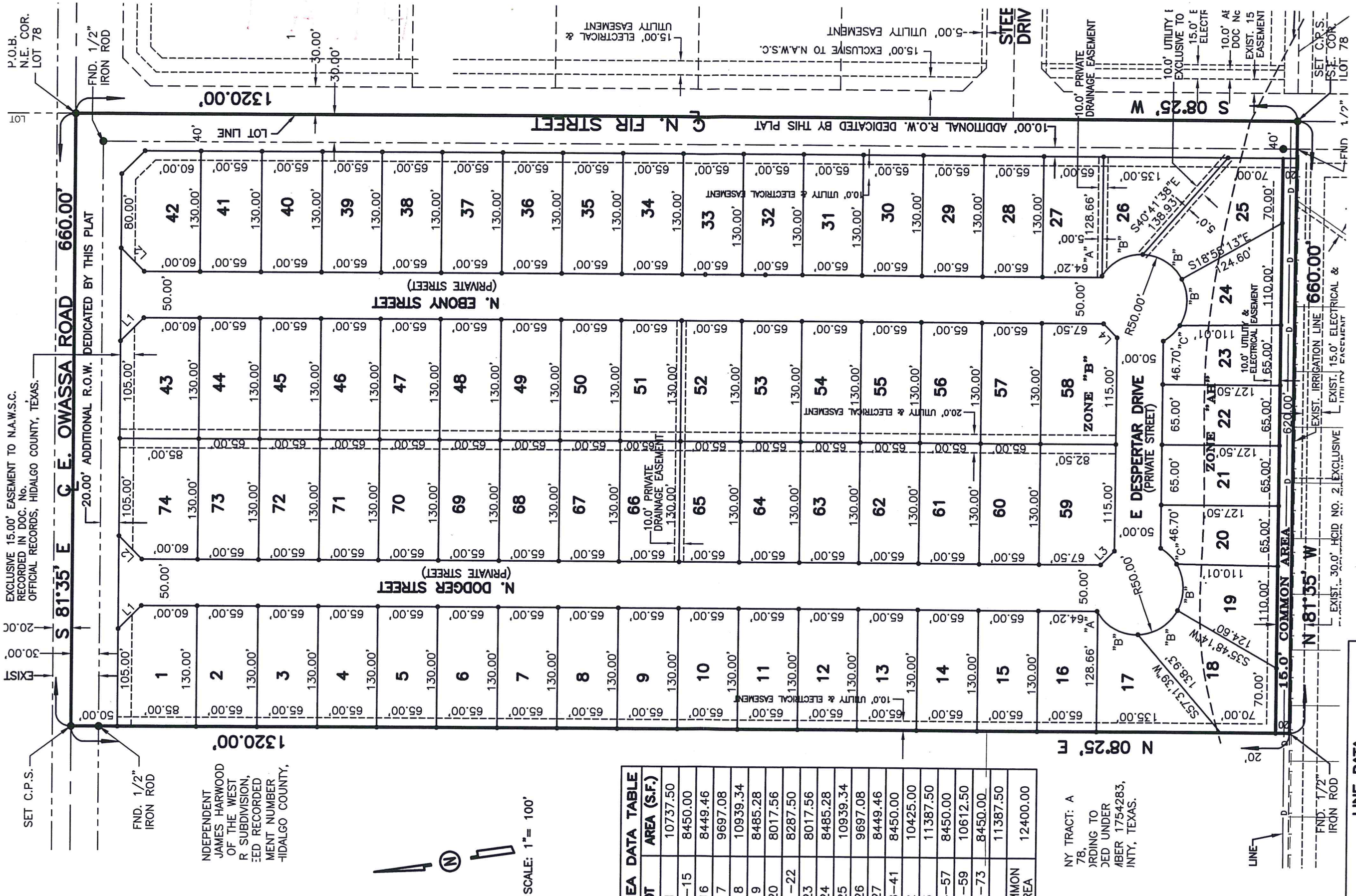
Patricia Rigney

Approved - 10/31/2017

City Management Office

Final Approval - 10/31/2017

MARIA ELISE ESTATES



INDEPENDENT
JAMES HARWOOD
OF THE WEST
R SUBDIVISION,
RECORDED
MENT NUMBER
-HIDALGO COUNTY,

SCALE: 1"= 100'

AREA DATA TABLE	
LOT	AREA (S.F.)
1	10737.50
2-15	8450.00
16	8449.46
17	9697.08
18	10939.34
19	8485.28
20	8017.56
21-22	8287.50
23	8017.56
24	8485.28
25	10939.34
26	9697.08
27	8449.46
28-41	8450.00
42	10425.00
43	11387.50
44-57	8450.00
58-59	10612.50
60-73	8450.00
74	11387.50
COMMON AREA	12400.00

NY TRACT: A
78,
ORDING TO
ED UNDER
MBER 1754283,
INTY, TEXAS.

LINE DATA		
DATA	BEARING	LENGTH
L1	S 36°35'00" E	35.36'
L2	N 53°25'00" E	35.36'
L3	S 36°35'00" E	21.21'
L4	N 53°25'00" E	21.21'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	01°47'05"	50.00'	1.56'
"B"	60°00'00"	50.00'	52.36
"C"	28°12'55"	50.00'	24.62'

COST ESTIMATE



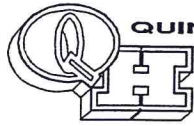
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
 Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eulalia Ramirez, P.E. # 77062
 Engineering Firm Registration No. F-1513
 Surveying Firm Registration No. 100411-00
 124 E. Stubbs St. Edinburg, Texas 78539
 Phone: (956) 381-6490 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: October 12, 2017	Sheet 1 of 2
Project: Maria Elise Estates	BASIS OF ESTIMATE No Design Complete Preliminary Design Final Design
Number of Lots: 75 Acres: 20	
Location: Owassa Road & Fir Street	
Irrigation District: HCID No. 2	
Owner: Esponjas Development LTD.	
Type of Estimate: Contract Exhibit	
Estimator: Alfonso Quintanilla, P.E., R.P.L.S.	X

Item	Description	Unit	Quantity	Unit Cost	Total
I.	Water Distribution System (NAWSC)				
1	8" P.V.C. DR-18	LF	3,160	13.89	43,892.40
2	Waterline Tie-In	EA	2	1,998.89	3,997.78
3	8" Valve & Box	EA	3	1,498.55	4,495.65
4	Fire Hydrant	EA	5	2,705.25	13,526.25
5	8" X 6" M.J. Tee	EA	5	682.10	3,410.50
6	6" Valve & Box	EA	5	1,240.15	6,200.75
7	3/4" Single Service Connection	EA	6	422.28	2,533.68
8	8" M.J. 45° or 90° Bends	EA	8	480.00	3,840.00
9	Backfill and Compaction	LF	3,160	2.15	6,794.00
10	8" M.J. Tee	EA	2	610.50	1,221.00
11	16" P.V.C. Casing SDR-26	LF	100	29.88	2,988.00
12	1" Dual Service Connection	EA	35	650.00	22,750.00
13	Encase Offsite Waterline with 16" PVC SDR-26	LF	20	88.10	1,762.00
				Subtotal:	\$ 117,412.01
II.	Sanitary Sewer Collection System (City of Pharr)				
1	12" P.V.C. SDR-26 Offsite (6.0'-7.0')	LF	860	25.88	22,256.80
2	12" P.V.C. SDR-26 (4.0'-6.0')	LF	2,800	20.88	58,464.00
3	Manholes	EA	9	3,398.50	30,586.50
4	4" Service Connection	EA	75	498.08	37,356.00
5	Trench Protection	LF	3,660	1.88	6,880.80
6	Backfill and Compaction	LF	3,660	2.15	7,869.00
7	21" P.V.C. Casing SDR-26	LF	40	45.25	1,810.00
8	6" P.V.C. Casing	LF	720	6.88	4,953.60
9	Manholes Offsite	EA	5	3,498.50	17,492.50
10	Cut & Repair Asphalt	LF	32	44.88	1,436.16
11	Traffic Control for Offsite Sanitary Sewer	LS	1	1,388.00	1,388.00
12	21" Steel Casing	LF	10	58.85	588.50
				Subtotal:	\$ 191,081.86
III.	Drainage Improvements (City of Pharr)				
1	18" R.R.G.C.P.	LF	320	40.88	13,081.60
2	24" R.R.G.C.P.	LF	320	45.88	14,681.60
3	30" R.R.G.C.P.	LF	520	65.88	34,257.60
4	36" R.R.G.C.P.	LF	180	72.88	13,118.40
5	Type "A" Inlet	EA	2	2,888.77	5,777.54
6	Manholes	EA	2	3,118.77	6,237.54
7	Trench Protection	LF	1,340	1.88	2,519.20
8	Backfill & Compaction	LF	1,340	2.15	2,881.00
9	Type "A" Inlet with 5.0' Extension	EA	4	3,280.00	13,120.00
				Subtotal:	\$ 105,674.48

**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.****Consulting Engineers ★ Land Surveyors**

Alfonso Quintanilla, P.E.# 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
124 E. Stubbs St. Edinburg, Texas 78539
Phone: (956) 381-6480 Fax (956) 381-0527

Construction Cost Estimate

Date Prepared: October 12, 2017	Sheet 2 of 2
Project: Maria Elise Estates	BASIS OF ESTIMATE No Design Complete Preliminary Design Final Design
Number of Lots: 75 Acres: 20	
Location: Owassa Road & Fir Street	
Irrigation District: HCID No. 2	
Owner: Esponjas Development LTD.	
Type of Estimate: Contract Exhibit	
Estimator: Alfonso Quintanilla, P.E., R.P.L.S.	X

Item	Description	Unit	Quantity	Unit Cost	Total
IV.	Irrigation Improvements				
1	18" P.V.C. SCH-80	LF	400	18.28	7,312.00
2	Vents	EA	1	2,980.00	2,980.00
3	Valve	EA	1	1,618.00	1,618.00
4	Tie-In	EA	1	1,885.00	1,885.00
				Subtotal:	\$ 13,795.00
V.	Paving Improvements (City of Pharr)				
1	2" Hot Mix (With Crushed Limestone; Includes Prime	SY	9,600	9.50	91,200.00
2	8" Caliche Base	SY	9,600	6.10	58,560.00
3	Subgrade Preparation	SY	11,400	3.10	35,340.00
4	24" Curb & Gutter	LF	5,400	8.75	47,250.00
5	3% Lime Stabilization	SY	11,400	1.60	18,240.00
6	Erosion Control	LS	1	5,000.00	5,000.00
7	4" Caliche Base	SY	1,500	5.25	7,875.00
8	6" Concrete Apron	SF	1,320	4.80	6,336.00
				Subtotal:	\$ 269,801.00
VI.	Miscellaneous				
1	4" P.V.C. Electrical Conduit	LF	800	9.98	7,984.00
2	4" P.V.C. Landscaping Conduit	LF	600	8.38	5,028.00
				Subtotal:	\$ 13,012.00
VII.	Land Clearing & Lot Grading	AC	20	NO CHARGE	
				Grand Total:	\$ 710,776.35
	NOTE: Grand Total includes cost of land clearing and lot grading				



- Date: 8/10/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order Number 1 for the Lift Station 25 and 16" Force Main Improvements (Bid No. 1516-02-582-0028).

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Change Order Number 1 is for the rehabilitation of the discharge pipe of Lift Station No. 6 & 50. The current conditions of the piping require that the piping be replaced to avoid any future failures on the piping that may cause a potential sanitary sewer overflow.

Change Order Number 1 will add approximately 9.19% (\$ 228,250) of the contract amount and will increase the contract amount from \$ 2,483,114.00 to \$ 2,711,364.00

Financial Consideration: Change Order Number 1 adds \$228,250 to the contract and increases the contract amount from \$2,482,814 to \$2,710,364

Staff Recommendation: Staff recommends approval of Change Order Number 1 to add \$228,250.00 to the Lift Station 25 and 16" Force Main Improvements contract.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/31/2017

Omar Anzaldua

Approved - 10/31/2017

Karla Moya

Approved - 11/02/2017

City Management Office

Final Approval - 11/02/2017



CHANGE ORDER

Contractor: Saenz Brothers Construction, LLC

Change Order No.: 1

Project: Lift Station No.25 and 16-inch Force Main Improvements

Date: 10/31/2017

Notice to Proceed Date: 08/02/2016

Change Order Amount: \$ 228,250.00

You are directed to make the following changes in the Contract Documents:

Consolidation of quantities from contracted amount. Consideration to award the repair for Lift Station #6 and Lift Station #50 riser discharge lines.

Reason for Change Order:

Due to project scope changes and field directives changes, quantity amounts have been consolidated to reflect the correct amounts constructed. This section of the change order will not incur any additional funding. Lift Station #6 and Lift Station #50 is in dire need of repairs. Attached are the contracted amounts and change order amounts for your consideration. Contractor has requested additional 150 calendar days extension for project completion.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 2,482,114.00	Original Completion Date: <u>02/28/2017</u>
Previous Change Order: (+/-)	\$ 0.00	Additional Days: <u>297</u>
This Change Order: (+/-)	\$ 228,250.00	Revised Completion Date: <u>12/22/2017</u>
Revised Contract Amount:	\$ 2,710,364.00	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Fernando Saenz

Contractor

Authorized Signature

Date

Recommended:

Javier Garcia, P.E.

Project Engineer



Authorized Signature

10/31/17
Date

Omar Anzaldúa, P.E.

City Engineer

Authorized Signature

Date

Approved:

Juan Guerra

City Manager

Authorized Signature

Date

City of Pharr- Lift Station 25 Contractor Change Order Request

PREPARED FOR: City of Pharr

PREPARED BY: Javier Garcia, P.E.
S&GE, LLC (S&GE)

DATE: October 31, 2017

S&GE is in receipt of Change Order Request No. 1 from the Contractor (Saenz Brothers). This change order will be paid by reconciling existing bid items within the existing Contract. Refer to **Attachment A** for a copy Contractor's Change Order request and S&GE Spreadsheet that shows new items.

The Contractor also submitted a proposal to address maintenance related issues at Lift Station 6 and 50 pursuant to the City request. S&GE assisted the City procure these proposals as a professional courtesy, S&GE did not participate in any of the recommended improvements nor provided any plans and specifications. This was considered maintenance level improvements and directive was issued from the City to the Contractor (Saenz Brothers). S&GE is not responsible for improvement being provided by the Contractor. Refer to **Attachment B** for Contractor proposals.

CHANGE ORDER NO. 1

Item No. 1 – Bypass Pump Repair/Replacement

The Contractor is claiming unforeseen difficulties associated with bypass pumping activities and maintenance of its overall operation.

The Contractor claims that he has used multiple pumps to accomplish bypass pumping activities due to unforeseen trash and items that have caused his pump to clog. A second pump was purchased to provide redundancy and both pumps have required repairs. According to the Contractor he has incurred expenses to repair the pumps as well as the purchase of a new pump. The Contractor is requesting reimbursement associated with multiple mechanical repairs and labor associated with need to switch out pumps, and manually having to clean out pumps.

Our plans included a bypass pumping plan and specifications that covered these activities. This facility receives a high volume of trash and debris due to upstream sewer main(s).

Contractor is requesting \$28,655.00

Item No. 2 – Two (2) additional 16-inch Elbows and 20-ft of 16-inch Piping

The Contractor is requesting reimbursement for two (2) additional 16-inch Elbows and 20-ft of additional piping. This pertains to the tie-in to the manhole at Sioux Road. The initial design was based on terminating the force main short of the existing manhole at Sioux Road. During construction it was decided to tie-in directly to this manhole.

Contractor is requesting \$4,720.00

Item No. 3 – Demolition of existing Manhole

Contractor is requesting reimbursement for the removal of an existing manhole. The manhole in question was removed due to changes in the location of the wet well. A transformer, power pole, and wooden fence to the subdivision was in close proximity to the wet well. Moving the wet well allowed us to protect these facilities. The Contractor requested to modify the location of the wet well, essentially the lift station was mirrored to allow additional space during open cut construction. The wet well was moved from the northeast to southeast corner. The existing manhole was then in conflict and had to be removed.

Contractor is requesting \$12,000.00

Item No. 4 – Extend Tunnel under Electrical Duct bank

The Contractor extended 16-inch Force Main in a tunnel w/ steel primary liner at Nolana (south) beyond an existing electrical duct bank approximately 15-ft. This work was executed at the current bid price per linear foot (\$375/lf).

This was per the request of the City.

Contractor is requesting \$5,625.00

Item No. 5 – Extra 16-inch Plug Valve

The Contractor added an additional 16-inch Plug Valve at the Lift Station discharge main. This valve allows the City to seal the discharge main closer to the emergency by-pass piping in lieu of using the plug valves at the lift station header. This prevents the possibility of reversing flow in the force main.

This was per the request of the City.

Contractor is requesting \$14,000.00

Item No. 6 – 6-inch Bypass Suction Pipe

The Contractor added an emergency 6-inch Bypass Suction Pipe with quick connect that is permanently affixed to the new wet well. This allows the City to interconnect a temporary self-type priming pump without the need to drop a flexible hose in the wet well.

This was per the request of the City.

Contractor is requesting \$2,500.00

Item No. 7 – Bypass Pumping at Aerial Crossing (HCDD No. 1)

The Contractor is requesting reimbursement for additional bypass pumping activities due to the sudden failure of the existing 8-inch Force Main at Hidalgo County Drainage District No. 1 (HCDD No. 1). The existing 8-inch force main failed during construction activities due to age. The main was taken out of service and bypass pumping activities provided for approximately 30-days until the new main was in service. The Contractor extended its bypass system from Lift Station 25 to this crossing. Bypass pumping activities were provided for approximately 30-days.

This was per the request of the City.

Contractor is requesting \$24,000.00

Item No. 8 – Emergency Repairs at Aerial Crossing (HCDD No. 1)

The Contractor is requesting reimbursement for assistance provided to mitigate failure of the existing 8-inch Force Main at HCDD No. 1. A temporary emergency type repair was required. The Contractor provided labor support as well as temporary valves and piping equipment to assist. This occurred overnight during the Christmas Holiday Season.

This was per the request of the City.

Contractor is requesting \$11,750.00

Item No. 9- Air Release Valve

The Contractor is requesting reimbursement for the purchase and installation of one (1) air release valves. An additional valve was provided due to the adjustment of the force main in the field. S&GE reviewed the adjustment made in the field and recommended the addition of an air release valve.

Contractor is requesting \$6,000.00

Item No. 11-Lift Station Fencing

The Contractor is requesting reimbursement for the removal and replacement of CMU Block fence along the west and east face of the lift station. New fence was not anticipated and shown on our plans to remain. We acknowledge that the new fence was supplied and installed by the Contractor.

Contractor is requesting \$12,500.00.

Total Amount of all the items requested by the Contractor is \$121,750.00.

The contract has a remaining budget of \$132,750.00 available to cover this change order. The unused items are summarized below:

Betterments (Item 19):	\$65,000.00
Unused Extra Unit Price Items (items 21 to 26):	\$56,750.00
LS 6, LS 7, & LS 50 evaluation and repairs (Item 20):	\$11,000.00

LIFT STATION NO. 6 AND 50 PROPOSALS

Item No. 11-Lift Station #6

The Contractor submitted a proposal to rehabilitation Lift Station No. 6, work includes the removal and replacement of the riser pipes at the request of the City of Pharr. This is not part of S&GE, LLC Contract nor design requirements and we assisted the City procure this cost as a professional courtesy. Refer to Contractor's Proposal for his scope of services.

Contractor is requesting \$102,250.00.

Item No. 11-Lift Station #50

The Contractor submitted a proposal to rehabilitation Lift Station No. 6, work includes the removal and replacement of the riser pipes at the request of the City of Pharr. This is not part of S&GE, LLC Contract nor design requirements and we assisted the City procure this cost as a professional courtesy. Refer to Contractor's Proposal for his scope of services.

Contractor is requesting \$126,000.00.

Total Amount for Lift Station Rehabilitation requested by the Contractor is \$228,250.00. Refer to Attachment B.

Attachment A-

Saenz Brothers Construction, LLC

3226 North Victoria Road Donna, Texas 78537

(956) 464-3400 Fax (956) 464-3401

saenzbrothers@yahoo.com

fsaenz@saenzbrothers.com

Change Order

Project: Pharr Lift Station 25	
Owner: City of Pharr	Proposal Date: 8/28/2017
Engineer: S I GE	
Location: Pharr Texas	

We are pleased to submit these prices for your consideration.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
Other Items to be Charged to Contract					
1	Bypass Pump Repairs/Replacement	LS	1	\$ 28,655.00	\$ 28,655.00
2	Two (2) 16-inch 45 Elbows & 20-ft of Piping	LS	1	\$ 4,720.00	\$ 4,720.00
3	Remove & Dispose Existing Manhole at LS Site	EA	1	\$ 12,000.00	\$ 12,000.00
4	Extend 16-inch in Tunnel w/Steel Primary Liner under Elec Duct Bank	LF	15	\$ 375.00	\$ 5,625.00
5	Extra 16-inch Plug Valve	EA	1	\$ 14,000.00	\$ 14,000.00
6	6-Inch Bypass Suction Pipe at Lift Station	LS	1	\$ 2,500.00	\$ 2,500.00
7	1 Month Bypass (HCDD#1) Aerial Crossing	LS	1	\$ 24,000.00	\$ 24,000.00
8	Emergency Repairs For Aerial Crossing(HCDD#1)	EA	1	\$ 11,750.00	\$ 11,750.00
9	Extra Air Release Valve	EA	1	\$ 6,000.00	\$ 6,000.00
10	Lift Station Fence Replacement	LS	1	\$ 12,500.00	\$ 12,500.00

TOTAL PROPOSAL: \$ 121,750.00

CITY F PHARR - LS #25 & 16-INCH FORCE MAIN IMPROVEMENTS

CHANGE ORDER #1

				Contracted Amount		Change Order		Change Order Invoiced	
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT BID PRICE	AMOUNT BID	UNIT QTY	AMOUNT BID	UNIT QTY	AMOUNT BID
TOTAL LUMP SUM BID									
1	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	1	\$5,000.00
2	Site Restoration	LS	1	\$25,000.00	\$25,000.00	1	\$25,000.00	0.75	\$18,750.00
3	Ground and Surface Water Control	LS	1	\$100,000.00	\$100,000.00	1	\$100,000.00	1	\$100,000.00
4	Erosion and Sedimentation Conrols	LS	1	\$10,500.00	\$10,500.00	1	\$10,500.00	1	\$10,500.00
5	Trench Excavation Safety Protection	LF	5,314	\$1.00	\$5,314.00	5,314	\$5,314.00	5,314	\$5,314.00
6	Traffic Control Plan & Flagmen	LS	1	\$25,000.00	\$25,000.00	1	\$25,000.00	1	\$25,000.00
7	Hydrostatic Testing	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00	1	\$5,000.00
8	16-inch Force Main, Open Cut. Include cost of trench repair along Raider Drive (Paved Section) and Drainage Channel (Unpaved).	LF	5,600	\$56.00	\$313,600.00	5,600	\$313,600.00	5,600	\$313,600.00
9	16-inch in Tunnel w/ Steel Primary Liner, (All Depth)	LF	170	\$375.00	\$63,750.00	170	\$63,750.00	170	\$63,750.00
10	16-inch in Steel Casing (Aerial Crossing) at Hidalgo County Drainage District No. 1	LF	68	\$650.00	\$44,200.00	68	\$44,200.00	68	\$44,200.00
11	Access Drive - This item includes all labor, materials, and services required for the construction of the full width asphalt LS 25 Access Road and shown on the Plans. This includes sub-base treatment, base, surface course (2-inch HMAc), and protect/replace and/or adjust valve boxes and manhole rims to the finished street elevation. work also includes concrete valley gutter per TxDOT standards and approved TxDOT Permit.	LS	1	\$45,000.00	\$45,000.00	1	\$45,000.00	0	\$0.00
12	Existing Lift Station No. 25 Demolition - the total amount for the demolition of the existing Lift Station No. 25	LS	1	\$25,000.00	\$25,000.00	1	\$25,000.00	1	\$25,000.00
13	Existing Lift Station No. 25 Installation - the total amount for furnishing all labor, materials, and services required for the construction of the lift station structure complete with pumps, piping, valves and hatches for a fully functioning Lift Station #25 in conjunction with and properly incidental to the Contract Documents.	LS	1	\$950,000.00	\$950,000.00	1	\$950,000.00	0.6	\$570,000.00

14	Existing Lift Station No. 25 Control Panel - total amount for furnishing all labor, materials, and svices required for fully functioning Control Panel, complete in place including all programming.	LS	1	\$90,000.00	\$90,000.00	1	\$90,000.00	0	\$0.00
15	All Site Electrical Construction Including Conduit Banks, Conduit, Wire, AEP Electrical Service, Grounding, Testing, Start-Up, Etc. Including all labor, materials, and services complete in place.	LS	1	\$65,000.00	\$65,000.00	1	\$65,000.00	0	\$0.00
16	Emergency Generator. Includes all labor, materials, and servicescomplete in place.	LS	1	\$95,000.00	\$95,000.00	1	\$95,000.00	0	\$0.00
17	Mobilization and Demobilization - [Maximum of 5% of (Line Items 1-16) amount]	LS	1	\$185,000.00	\$185,000.00	1	\$185,000.00	0.90347797	\$167,143.42
18	Permits (Hidalgo County Irrigation District #1 & TxDOT) (ALLOWANCE)	LS	1	\$3,500.00	\$3,500.00	1	\$3,500.00	1	\$3,500.00
19	Betterment (ALLOWANCE)	LS	1	\$200,000.00	\$200,000.00	0.675	\$135,000.00	0.6750025	\$135,000.50
20	LS 6, LS 7, & LS 50 evaluation and repairs. (ALLAWANCE)	LS	1	\$150,000.00	\$150,000.00	1	\$139,000.00	1	\$139,000.00
21	Concrete Sidewalk Repair (EXTRA UNIT COST)	SY	50	\$40.00	\$2,000.00	0	\$0.00	0	\$0.00
22	Adjust Manhole (EXTRA UNIT COST)	EA	5	\$2,500.00	\$12,500.00	0	\$0.00	0	\$0.00
23	Curb and Gutter Repair (EXTRA UNIT COST)	LF	100	\$50.00	\$5,000.00	0	\$0.00	0	\$0.00
24	Remove and Replace Water Service (EXTRA UNIT COST)	EA	5	\$2,500.00	\$12,500.00	0	\$0.00	0	\$0.00
25	Remove and Replace Sanitary Sewer Service (EXTRA UNIT COST)	EA	5	\$4,500.00	\$22,500.00	0	\$0.00	0	\$0.00
26	Chain Link Fence Repair (Use New Material for Repairs) (EXTRA UNIT COST)	LF	50	\$45.00	\$2,250.00	0	\$0.00	0	\$0.00
27	Flowable Fill (EXTRA UNIT COST)	CY	100	\$195.00	\$19,500.00	100	\$19,500.00	100	\$19,500.00
28	Price increase above base bid to provide three (3) Xylem/Flygt submersible pumps in lieu of KSB pumps for Lift Station No. 25. This includes all lift station pump associated appurtenances.	LS	3	\$2,000.00	\$6,000.00	3	\$6,000.00	0	\$0.00
29	Replace ductile iron pipe (DIP) in the wet well from eccentric reducer at pump bae to spool piece outside well with Pressure Rate (SDR 21) PVC Certa-Lok Yelomine Pipe and associated restrained joint system and pipe support anchors to wet well. Contractor shall be responsible for submitting drawings for review and approval.	LS	1	-\$5,000.00	-\$5,000.00	1	-\$5,000.00	0	\$0.00
30	Bypass Pump Repair/Replacement	LS	0	\$28,655.00	\$0.00	1	\$28,655.00	1	\$28,655.00
31	Two (2) additional 16-inch Elbows and 20 ft of 16-inch Piping	LS	0	\$4,720.00	\$0.00	1	\$4,720.00	1	\$4,720.00
32	Demolition of Existing Manhole	LS	0	\$12,000.00	\$0.00	1	\$12,000.00	1	\$12,000.00
33	Extend Tunnel under Electrical Duck Bank	LS	0	\$5,625.00	\$0.00	1	\$5,625.00	1	\$5,625.00
34	Extra 16-inch Plug Valve	LS	0	\$14,000.00	\$0.00	1	\$14,000.00	1	\$14,000.00
35	6-inch Bypass Suction Pipe	LS	0	\$2,500.00	\$0.00	1	\$2,500.00	1	\$2,500.00

36	Bypass Pumping at Aerial Crossing (HCDD No.1)	LS	0	\$24,000.00	\$0.00	1	\$24,000.00	1	\$24,000.00
37	Emergency Repairs at Aerial Crossing (HCDD No. 1)	LS	0	\$11,750.00	\$0.00	1	\$11,750.00	1	\$11,750.00
38	Air Release Valve	LS	0	\$6,000.00	\$0.00	1	\$6,000.00	1	\$6,000.00
39	Lift Station Fencing	LS	0	\$12,500.00	\$0.00	1	\$12,500.00	0.5	\$6,250.00
					\$2,483,114.00		\$2,472,114.00		\$1,765,757.92

Attachment B-

Saenz Brothers Construction, LLC

3226 North Victoria Road Donna, Texas 78537

(956) 464-3400 Fax (956) 464-3401

saenzbrothers@yahoo.com

fsaenz@saenzbrothers.com

Proposal

Project: Pharr LS 25 and 16" Force Main Improvements	Proposal Date: 10/23/2017
Owner: City of Pharr	Location: Pharr, Texas
Lift Station 6	

We are pleased to submit these prices for your consideration.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00
2	Remove and Replace Concrete On Wet Well	LS	1	\$ 6,500.00	\$ 6,500.00
3	Remove and replace discharge pipe and fittings	LS	1	\$ 92,250.00	\$ 92,250.00

TOTAL PROPOSAL: \$ 102,250.00

Saenz Brothers Construction, LLC

3226 North Victoria Road Donna, Texas 78537

(956) 464-3400 Fax (956) 464-3401

saenzbrothers@yahoo.com

fsaenz@saenzbrothers.com

Proposal

Project: Pharr LS 25 and 16" Force Main Improvements	Proposal Date: 10/23/2017
Owner: City of Pharr	Location: Pharr, Texas
Lift Station 50	

We are pleased to submit these prices for your consideration.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00
2	Remove and Replace Concrete On Wet Well	LS	1	\$ 6,500.00	\$ 6,500.00
3	Remove and replace discharge pipe and fittings	LS	1	\$ 116,000.00	\$ 116,000.00

TOTAL PROPOSAL: \$ 126,000.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: November 3, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, awarding proposal for Electric Service (RFP No. 1617-01-511-0037).

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
Juan Guerra
Karla Moya
Patricia Rigney

Created/Initiated - 11/03/2017
New -



Professional Utility Rate
& Energy Consultants

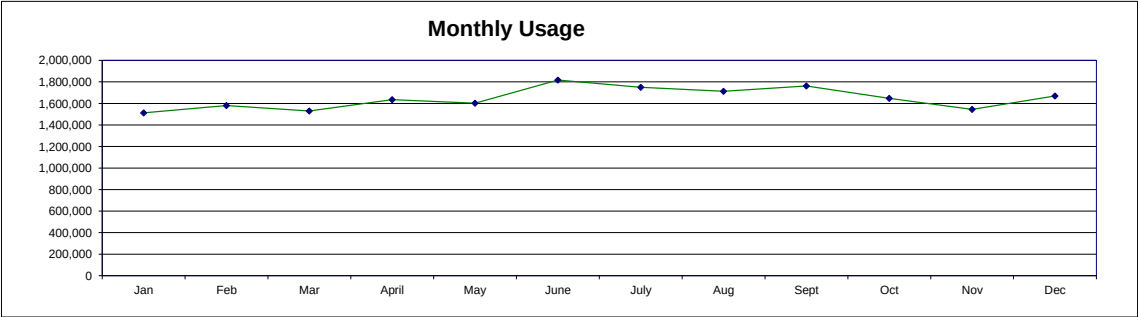
Customer Name:	City of Pharr	
Proposal Date:	10/26/2017	
Start Date:	January-18	
Customer Profile		
Location		TX
Zones		AEP
Meter Count		149
Estimated Annual KWH		19,767,240
Estimated TDSP		\$0.04212
Existing Provider		Direct Energy

Product	REP	Bandwidth	Current Rate	12 Months	17 Months	24 Months	29 Months	36 Months	41 Months	48 Months	53 Months	60 Months
Fixed-All In	REP #1	100%		\$0.0401800	\$0.0387000	\$0.0397300	\$0.0388400	\$0.0395100	\$0.0389400	\$0.0394000	\$0.0389700	\$0.0389700
Fixed-All In	REP #2	100%	\$0.05964	\$0.0389489		\$0.0383044		\$0.0380652		\$0.0380007		\$0.0380175
Fixed-All In	REP #3	100%		\$0.0394900		\$0.0390300		\$0.0389800		\$0.0391700		\$0.0394900
Fixed-All In	REP #5	100%		\$0.0410200		\$0.0406300		\$0.0404700		\$0.0404200		\$0.0403900
Fixed-All In	REP #4	100%		\$0.0415200		\$0.0411300		\$0.0414700		\$0.0417800		\$0.0419800
Meter Charge			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Delivery Charges per kWh (TDSP)			\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212
Energy Charge (Lowest Provider for this Term)			\$0.0596400	\$0.0389489	\$0.0387000	\$0.0383044	\$0.0388400	\$0.0380652	\$0.0389400	\$0.0380007	\$0.0389700	\$0.0380175
Sales Tax	0.000%		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Gross Receipts Tax	1.997%		\$0.00203	\$0.00162	\$0.00161	\$0.00161	\$0.00162	\$0.00160	\$0.00162	\$0.00160	\$0.00162	\$0.00160
PUCA Fee	0.167%		\$0.00017	\$0.00014	\$0.00013	\$0.00013	\$0.00013	\$0.00013	\$0.00014	\$0.00013	\$0.00014	\$0.00013
Estimated Total Price per kWh			\$0.10396	\$0.08282	\$0.08257	\$0.08216	\$0.08271	\$0.08192	\$0.08281	\$0.08185	\$0.08284	\$0.08187
Estimated Annual Cost			\$ 2,055,037.48	\$ 1,637,181.88	\$ 1,632,155.36	\$ 1,624,166.24	\$ 1,634,982.65	\$ 1,619,335.61	\$ 1,637,002.14	\$ 1,618,033.03	\$ 1,637,607.99	\$ 1,618,372.31
Annual Savings			-	\$ 417,855.60	\$ 422,882.12	\$ 430,871.24	\$ 420,054.83	\$ 435,701.87	\$ 418,035.34	\$ 437,004.45	\$ 417,429.49	\$ 436,665.17
Percentage			0%	20%	21%	21%	20%	21%	20%	21%	20%	21%
Contract Term Savings/Increase				\$ 417,855.60	\$ 599,083.01	\$ 861,742.48	\$ 1,015,132.51	\$ 1,307,105.62	\$ 1,428,287.40	\$ 1,748,017.79	\$ 1,843,646.90	\$ 2,183,325.86
Credit												
Blend and Extend Savings												
Consumption Bands												
Add & Delete												

TDSP charges are estimates only and based on current tariff rates. All pass-through charges will be passed through with no additional mark-up. Prices are indicative and pending on wholesale gas movement at the time of transaction may or may not need to be refreshed.

Months	kWh
Jan	1,512,491
Feb	1,580,654
Mar	1,530,313
April	1,634,988
May	1,602,640
June	1,817,366
July	1,749,617
Aug	1,713,509
Sept	1,762,944
Oct	1,647,214
Nov	1,545,564
Dec	1,669,940

19,767,240





Professional Utility Rate
& Energy Consultants

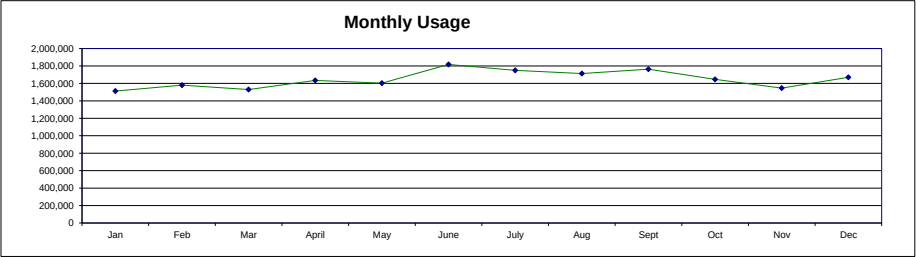
Customer Name:	City of Pharr	
Proposal Date:	10/26/2017	
Start Date:	January-18	
Customer Profile		
Location		TX
Zones		AEP
Meter Count		149
Estimated Annual KWH		19,767,240
Estimated TDSP		\$0.04212
Existing Provider		Direct Energy

Product	REP	Bandwidth	Current Rate	12 Months	17 Months	24 Months	29 Months	36 Months	41 Months	48 Months	53 Months	60 Months	65 Months	72 Months	114 Months
Fixed-All In	REP #1	100%		\$0.0401800	\$0.0387000	\$0.0397300	\$0.0388400	\$0.0395100	\$0.0389400	\$0.0394000	\$0.0389700	\$0.0389700	\$0.0390300		
Fixed-All In	REP #2	100%	\$0.04240	\$0.0389489		\$0.0383044		\$0.0380652		\$0.0380007		\$0.0380175			
Fixed-All In	REP #3	100%		\$0.0394900		\$0.0390300		\$0.0389800		\$0.0391700		\$0.0394900			
Fixed-All In	REP #5	100%		\$0.0410200		\$0.0406300		\$0.0404700		\$0.0404200		\$0.0403900			
Fixed-All In	REP #4	100%		\$0.0415200		\$0.0411300		\$0.0414700		\$0.0417800		\$0.0419800		\$0.0418800	\$0.0430300
Meter Charge			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Delivery Charges per kWh (TDSP)			\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212	\$0.04212
Energy Charge (Lowest Provider for this Term)			\$0.0424000	\$0.0389489	\$0.0387000	\$0.0383044	\$0.0388400	\$0.0380652	\$0.0389400	\$0.0380007	\$0.0389700	\$0.0380175	\$0.0390300	\$0.0418800	\$0.0430300
Sales Tax	0.000%		\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000	\$0.00000
Gross Receipts Tax	1.997%		\$0.00169	\$0.00162	\$0.00161	\$0.00161	\$0.00162	\$0.00160	\$0.00162	\$0.00160	\$0.00162	\$0.00160	\$0.00162	\$0.00168	\$0.00170
PUCA Fee	0.167%		\$0.00014	\$0.00014	\$0.00013	\$0.00013	\$0.00013	\$0.00013	\$0.00014	\$0.00013	\$0.00014	\$0.00013	\$0.00014	\$0.00014	\$0.00014
Estimated Total Price per kWh			\$0.08635	\$0.08282	\$0.08257	\$0.08216	\$0.08271	\$0.08192	\$0.08281	\$0.08185	\$0.08284	\$0.08187	\$0.08291	\$0.08582	\$0.08699
Estimated Annual Cost			\$ 1,706,876.65	\$ 1,637,181.88	\$ 1,632,155.36	\$ 1,624,166.24	\$ 1,634,982.65	\$ 1,619,335.61	\$ 1,637,002.14	\$ 1,618,033.03	\$ 1,637,607.99	\$ 1,618,372.31	\$ 1,638,819.69	\$ 1,696,375.28	\$ 1,719,599.46
Annual Savings			\$ -	\$ 69,694.77	\$ 74,721.29	\$ 82,710.41	\$ 71,894.00	\$ 87,541.04	\$ 69,874.51	\$ 88,843.62	\$ 69,268.66	\$ 88,504.34	\$ 68,056.96	\$ 10,501.37	\$ (12,722.81)
Percentage			0%	4%	4%	5%	4%	5%	4%	5%	4%	5%	4%	1%	-1%
Contract Term Savings/Increase				\$ 69,694.77	\$ 105,855.16	\$ 165,420.82	\$ 173,743.83	\$ 262,623.13	\$ 238,737.89	\$ 355,374.46	\$ 305,936.57	\$ 442,521.71	\$ 368,641.87	\$ 63,008.22	\$ (120,866.74)
Credit															
Blend and Extend Savings															
Consumption Bands															
Add & Delete															

TDSP charges are estimates only and based on current tariff rates. All pass-through charges will be passed through with no additional mark-up.
Prices are indicative and pending on wholesale gas movement at the time of transaction may or may not need to be refreshed.

Months	kWh
Jan	1,512,491
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May	1,602,640
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July	1,749,617
Aug	1,713,509
Sept	1,762,944
Oct	1,647,214
Nov	1,545,564
Dec	1,669,940

19,767,240



City of Pharr REP Weighted Selection

Retail Electric Provider		Price	Customer Service & Support	Financial Stability	Consolidated Billing Reports	Electronic Billing & Online Access	Total Points
		50	10	20	10	10	
REP #1							
10%	Fixed - Load Zone Add/Delete	48.3	10	20	10	10	98.32
REP #2							
10%	Fixed - Load Zone Add/Delete	50.0	10	20	10	10	100.00
REP #3							
10%	Fixed - Load Zone Add/Delete	48.1	10	20	10	10	98.14
REP #4							
10%	Fixed - Load Zone Add/Delete	45.3	10	20	10	10	95.28
REP #5							
10%	Fixed - Load Zone Add/Delete	42.1	10	20	10	10	92.06

		Price 1 Year \$/kwh	Price 2 Year \$/kwh	Price 3 Year \$/kwh	Price 4 Year \$/kwh	Price 5 Year \$/kwh	Bandwidth
REP #1							
10%	Fixed - Load Zone Add/Delete	0.0418	0.03973	0.03951	0.0394	0.03934	100%
REP #2							
10%	Fixed - Load Zone Add/Delete	0.0389489	0.0383044	0.0380652	0.0380007	0.0380175	100%
REP #3							
10%	Fixed - Load Zone Add/Delete	0.03949	0.03903	0.03898	0.03917	0.03949	100%
REP #4							
10%	Fixed - Load Zone Add/Delete	0.04152	0.04113	0.04147	0.04178	0.04198	100%
REP #5							
10%	Fixed - Load Zone Add/Delete	0.04102	0.04063	0.04047	0.04042	0.04039	100%

25% Material
Change Clause



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: October 20, 2017

MEETING DATE: November 6, 2017

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, authorizing the Pharr Police Department to enter into a contract with Axon Enterprises Inc. for an unlimited TASER Cartridge Plan.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department is seeking to purchase Smart Cartridges, Training Cartridges, and Batteries for all 132 TASER X2 weapons currently in stock. The Axon Unlimited TASER Cartridge Plan allows the Pharr Police Department to lock in a set price for the three items in question allowing a savings over the next five (5) years which is the life of the contract.

Each Pharr Police Department employee equipped with a TASER will be allocated three Smart Cartridges, three Training Cartridges and a battery under this Plan. Each year the cartridges and batteries will be replaced. In the event that additional TASER Cartridges and batteries are needed, Axon Enterprises will provide this to the Pharr Police Department under this plan free of charge.

Financial Consideration:

<u>QTY</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL BEFORE DISCOUNT</u>	<u>DISCOUNT (\$)</u>	<u>NET TOTAL</u>
<u>132</u>	<u>88135</u>	<u>UCP SMART - YEAR 1 PAYMENT</u>	<u>USD 119.88</u>	<u>USD 15,824.16</u>	<u>USD 0.00</u>	<u>USD 15,824.16</u>
<u>132</u>	<u>88136</u>	<u>UCP SMART - YEAR 2 PAYMENT</u>	<u>USD 119.88</u>	<u>USD 15,824.16</u>	<u>USD 0.00</u>	<u>USD 15,824.16</u>
<u>132</u>	<u>88137</u>	<u>UCP SMART - YEAR 3 PAYMENT</u>	<u>USD 119.88</u>	<u>USD 15,824.16</u>	<u>USD 0.00</u>	<u>USD 15,824.16</u>

<u>132</u>	<u>88138</u>	<u>UCP SMART - YEAR 4</u> <u>PAYMENT</u>	<u>USD</u> <u>119.88</u>	<u>USD</u> <u>15,824.16</u>	<u>USD 0.00</u>	<u>USD</u> <u>15,824.16</u>
<u>132</u>	<u>88139</u>	<u>UCP SMART - YEAR 5</u> <u>PAYMENT</u>	<u>USD</u> <u>119.88</u>	<u>USD</u> <u>15,824.16</u>	<u>USD 0.00</u>	<u>USD</u> <u>15,824.16</u>
<u>132</u>	<u>22151</u>	<u>CARTRIDGE,</u> <u>PERFORMANCE, SMART, 25'</u>	<u>USD</u> <u>0.00</u>	<u>USD 0.00</u>	<u>USD 0.00</u>	<u>USD 0.00</u>
<u>132</u>	<u>22157</u>	<u>CARTRIDGE,</u> <u>PERFORMANCE, SMART,</u> <u>TRAINING, 25'</u>	<u>USD</u> <u>0.00</u>	<u>USD 0.00</u>	<u>USD 0.00</u>	<u>USD 0.00</u>

Staff Recommendation: Staff recommends the signing of the Axon Unlimited Cartridge Plan Terms and Conditions

Alternatives: Not to approve this Plan and purchase TASER Cartridges and Batteries at cost

ROUTING:

Joel Robles
Jose Luengo
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 10/20/2017
Approved - 10/31/2017
Approved - 11/02/2017
Approved - 11/02/2017
Final Approval - 11/02/2017



Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

These Axon Enterprise, Inc. (**Axon**) Unlimited Cartridge Plan Terms and Conditions (**Agreement**) apply to your (**Agency**) purchase under the Axon Unlimited Cartridge Plan (**UCP**). In the initial delivery, and each year thereafter, the Agency will receive 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One Performance Power Magazine ("PPM") battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing UCP for use with TASER CAM, the Agency will not receive the PPM or a substitute. For clarity, this Agreement covers the below Products, in accordance with the Quote:

QT Y	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUN T	DISCOUNT (\$)	NET TOTAL
<u>132</u>	<u>88135</u>	UCP SMART - YEAR 1 PAYMENT	USD 119.88	USD 15,824.16	USD 0.00	USD 15,824.16
<u>132</u>	<u>88136</u>	UCP SMART - YEAR 2 PAYMENT	USD 119.88	USD 15,824.16	USD 0.00	USD 15,824.16
<u>132</u>	<u>88137</u>	UCP SMART - YEAR 3 PAYMENT	USD 119.88	USD 15,824.16	USD 0.00	USD 15,824.16
<u>132</u>	<u>88138</u>	UCP SMART - YEAR 4 PAYMENT	USD 119.88	USD 15,824.16	USD 0.00	USD 15,824.16
<u>132</u>	<u>88139</u>	UCP SMART - YEAR 5 PAYMENT	USD 119.88	USD 15,824.16	USD 0.00	USD 15,824.16
<u>132</u>	<u>22151</u>	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
<u>132</u>	<u>22157</u>	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00

1. **UCP Term.** The UCP Term start date is based upon the ship date of the initial delivery which is projected to be on or about: November 17, 2017 (**Start Date**) The UCP Term will end 5 years after the Start Date (**Term**).
2. **UCP Requirements.** In order to make a purchase under the UCP, the Agency must purchase the UCP for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a CEW in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the UCP. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the UCP on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. Additional users may be added during the term. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.



Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon warrants its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
8. **Warranty Limitations.**

The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

10. **Product Warnings.** See our website at www.axon.com for the most current product warnings.



Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

11. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. TASER may replace end of life products with the next generation of that product without notifying the Agency
12. **UCP Termination.**
 - a. **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.
 - b. **By the Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section as soon as reasonably practicable. Further, either Party may terminate the Agreement for convenience, upon 30 days' prior written notice to the other Party. In the event the Agency terminates this Agreement after the Agency receives the PPM, the Agency will be invoiced and obligated to pay for the remainder of the MSRP for the PPM received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the PPM to Axon within 30 days of the date of termination.
 - c. **Effect of Termination.** Upon termination for any reason, Axon will discontinue shipments to the Agency on the effective date of termination.
13. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
14. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
15. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
16. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
17. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
18. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Hidalgo County, Texas.
19. **Entire Agreement.** This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.



Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

City of Pharr

Signature: _____

Name: _____

Title: _____

Date: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with R. Gutierrez Engineering Corporation for Professional Surveying Services for the West Las Milpas Road Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Surveying Services with R. Gutierrez Engineering Corporation for the West Las Milpas Road reconstruction Project for additional services.

These additional surveying services include surveying and preparing 8 right of way parcel maps for the acquisition of additional needed Right of Way for the widening of the intersection to add a left turn lane at Cage Blvd. and Las Milpas Rd.

Financial Consideration: Additional Surveying Services Fee Estimate \$24,720

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

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/27/2017

Omar Anzaldua

Approved - 10/27/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017

**PROJECT AGREEMENT FOR
PROFESSIONAL SURVEYING SERVICES**

AMENDMENT NO. 1

The Contract between **R. Gutierrez Engineering Corporation** and the **City of Pharr** which was executed by the parties on **September 19, 2017** for the **Surveying of West Las Milpas Road Project**), is hereby amended by mutual agreement as follows:

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

The Engineer will also provide surveying services for developing eight (8) right-of-way parcels for use by the City of Pharr in acquiring the necessary right-of-way to widen Las Milpas Road approximately 500-ft on both the east and west side of US 281 (Cage Boulevard), including corner clips at the intersection.

Task A – Right-of-Way Parcels

The Engineer will perform the following tasks:

- Develop 8 right-of-way parcels for widening the right-of-way to allow for the construction of the additional lane
- Order Title Reports for obtaining the title information to develop the 8 right-of way parcels

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

1. Add the following fees:

- a. Task A – Right-of-Way Parcels and Acquisition – \$ 24,720.

This amendment adds **\$24,720.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 35,504.00 to **\$ 60,224.00.**

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

APPROVAL OF AMENDMENT NO. 1

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

SURVEYING FIRM

By: _____
Signature

SURVEYOR

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

Juan Guerra
City Manager
City of Pharr, Texas

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

R. GUTIERREZ
ENGINEERING
CORPORATION

SURVEYING FEE ESTIMATE

10/11/2017

LAS MILPAS RD / CAGE BLVD INTERSECTION
EAST and WEST SIDE LEFT TURN LANE ADDITION

RIGHT-OF-WAY PARCELS

ROW PARCELS:					
	Quantity	Unit	x Rate =	Estimated Cost	
Obtain Title Report	8	EA	\$690.00	\$5,520	
ROW Parcel Survey	8	EA	\$2,400.00	\$19,200	
ROW PARCELS SERVICES FEE TOTAL:					24,720



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on TRMI Computerized Toll Collection System Maintenance Agreement for 12 months for a total of \$16,933.20.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

On October 18, 2017, the Bridge Board approved the TRMI Computerized Toll System Maintenance Agreement for 12 months.

Financial Consideration: A total of \$16,933.20; \$1,411.10 per month.

Staff Recommendation:

Authorization to continue using TRMI Computerized Toll System Maintenance services. This agreement will allow the toll system to operate smoothly, accurate, and without hindrance to customers. TRMI will be responsible for all phases of toll equipment maintenance including hardware, software, and documentation. The Pharr International Bridge has been using TRMI since 2000.

Alternatives:

ROUTING:

Vanessa Guzman
Luis Bazan

Created/Initiated - 10/30/2017
Approved - 10/31/2017

Karla Moya
Patricia Rigney
City Management Office

Approved - 11/01/2017
Approved - 11/01/2017
Final Approval - 11/01/2017



Computerized Toll Collection System Maintenance Agreement

Prepared for:

Pharr-Reynosa Int'l Bridge

October 1, 2017 – September 30, 2018

The Revenue Markets, Inc.
TRMI Systems Integration
5120 Route 209
Accord, NY 12404
(845) 626-8655
www.trmi.com

MAINTENANCE AGREEMENT

1. Parties

The Revenue Markets, Inc (TRMI) dba: TRMI Systems Integration P.O. Box 10 Accord, NY 12404 Attention: Rich Yost T: (845) 626-8655 F: (845) 626-2492 E-Mail: ryost@trmi.com	Pharr International Bridge 9900 S. Cage Blvd. Pharr, TX 78577 Attention: Fred Brouwen T: (956) 402-4660 F: (956) 781-1473 E-Mail: fred.brouwen@pharr-tx.gov
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This Maintenance Agreement ("maintenance agreement") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities to any other parties.

2. Term and Termination

2.1 Term: This maintenance agreement will be provided for a one (1) year term. This agreement will provide coverage starting on October 1, 2017 and ending on September 30, 2018. This agreement removes TRMI's right to remove equipment from service. Should the Customer fail to renew its maintenance coverage or pay the applicable fees, TRMI reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more annual periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2 Termination: This Agreement may be terminated with 30 days written notice. However; Customer may terminate if TRMI materially breaches this maintenance agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this maintenance agreement, all rights granted to Customer are cancelled.

In the event, the Customer terminates for convenience; TRMI shall be paid 25% of remaining balance of contract.

TRMI has the right to terminate the agreement at any time if the Customer should default in payment for more than 45 days.

3. Scope of Maintenance

3.1 Maintenance Coverage: This maintenance agreement will include all revenue collection equipment and software applications as supplied by TRMI for the collection of toll revenue at the Customers locations.

3.2 Maintenance Services

3.2.1 Telephone Support: TRMI can be reached for telephone support at 845-626-8655, which is available from 8:00 a.m. until 4:30 p.m. EST, Monday through Friday, excluding TRMI's observed holidays. Phone support will be (2) hours per week / (8) hours per month. Telephone expenses incurred by the Customer will be the responsibility of the

Customer. If phone support extends beyond four hours for a particular problem, TRMI management will be notified and the situation will be evaluated between the Customer and TRMI with formal communication given to Customer on action to be taken for successful resolution. Phone support beyond (8) eight hours per month will be billed at a rate of \$147.00 per hour.

3.2.2 E-Mail Support: TRMI will accept emails regarding routine or non-critical support requests, which TRMI will address during its regular business hours. The email address is support-group@trmi.com.

3.2.3 Remote Support: When required to properly resolve a maintenance request, TRMI will provide remote assistance using mutually-acceptable remote communications method.

3.2.4 On-site Support: If Customer does not wish for TRMI to resolve its maintenance requests remotely, TRMI will provide on-site assistance to Customer at TRMI's rate of \$174.00 per hour. The annual increase of this maintenance agreement, three percent (3%), will be added to the hourly rate each year. Any increase in hourly rate beyond 3% per year, if required, will be negotiated between the Customer and TRMI. In addition to these charges, Customer will compensate TRMI for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue. Expenses will be reasonably and mutually agreed upon between the Customer and TRMI in advance.

3.2.5 Software Updates: At no additional cost to Customer beyond the maintenance fees TRMI will provide revisions (fixes and patches) to maintained software products to Customer as such updates are generally-released by TRMI.

3.2.6 Software Upgrades: Are not covered under this maintenance agreement and will be quoted and invoiced to the Customer under separate purchase orders or contracts.

3.2.7 Replacement Parts and Equipment: Will be made available from TRMI to the Customer through purchase orders and will be invoiced.

3.2.7.1 Defective Equipment: Returned to TRMI will be repaired and returned to the Customer under the following guide lines:

- In-house repair rate shall be \$103.00 per hour plus parts, with a one hour minimum labor charge.
- All shipping expenses shall be the responsibility of the Customer.

3.3 Maintenance Limitations

3.3.1 Limitations Generally: The following are not covered by this maintenance agreement, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to software corrections, customizations, or modifications not developed or authorized by TRMI;
- b) Services required by Customer to be performed by TRMI outside of TRMI's usual working hours;
- c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by TRMI;

- d) Services required to resolve or work-around conditions which cannot reasonably be reproduced in TRMI's support environment;
- e) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the TRMI maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- f) Services requested by Customer to implement software updates provided by TRMI pursuant to this maintenance agreement; and new or additional applications, modules, or functionality released by TRMI during the term of this maintenance agreement;
- g) Services required by TRMI for the repair of any components damaged due to vandalism, obvious misuse, traffic accidents, violent storms or other damage not due to the normal use of the equipment. In the occurrence of chargeable damages, materials plus equipment removal, repair and installation labor, will be charged;
- h) Equipment considered consumables. Initial consumable parts and equipment will remain the property of the Customer. Consumable items are parts or equipment that have a relatively short life span, are depleted on a regular basis, or are subject to a considerable amount of wear during regular usage. Examples of consumable items are printer paper (plaza and receipt), magnetic card readers, treadles, light bulbs, and coin baskets for automatic coin machines. These items will be the responsibility of the Customer. Additional consumable items, as needed, may be purchased by the Customer under the terms of this maintenance contract or through another vender.

3.3.2 Legacy Releases: TRMI will provide maintenance support for the release of each of its maintained software applications and software releases while there is a maintenance agreement in place. All releases are deemed to be "Legacy Releases". (Systems become "Legacy" after 6+ years & cost to maintain system increases.) TRMI will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by TRMI will not be provided pursuant to this maintenance agreement, but may be separately available at rates and on terms which may vary from those described herein.

3.4 Warranty: TRMI warrants all application software produced by TRMI for the term of this agreement. Any warranties for off the shelf (second-party) software used during the term of this agreement will be as specified by the manufacturer. TRMI has no control over second-party software; therefore fixes and patches will be implemented as they become available to TRMI. TRMI warrants all hardware components installed by TRMI against manufacturing defects in materials and workmanship for a period of one (1) year from date of shipment from TRMI's factory.

3.5 Compensation

3.5.1 Maintenance Fees: In exchange for the Maintenance Services described hereinabove, Customer will pay to TRMI the amounts indicated in the contract.

3.5.1.1 Oracle Support: In support of Pharr's system, a yearly Oracle support fee, currently, \$1920.00 will be invoiced separately. The support fee will provide an agreement

between TRMI and Oracle for support of the Oracle database and to further assist TRMI in the support of the system.

- 3.5.2 Payment Terms: Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on TRMI's income. If Customer is exempt from certain taxes, Customer must provide TRMI with an appropriate certificate to receive exemption. Customer will be invoiced for all amounts as they become due. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Any payment not paid to TRMI within said period could incur a late payment fee equal to five percent (5%) of the amount past due and will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. Late payment fees will be invoiced at the discretion of TRMI. TRMI may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Other Terms and Conditions – Maintenance

- 4.1 Customer Obligations: As required, Customer will provide TRMI with appropriate access to Customer's facilities, data systems, and other resources. If Security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of TRMI's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by TRMI hereunder, TRMI reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at TRMI's then-current time-and-materials rates.
- 4.2 Proprietary Rights: The remedial methods, software updates, and product information provided to Customer pursuant to this maintenance agreement are protected under the laws of the United States and the individual states and by international treaty provisions. TRMI retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this maintenance agreement and other agreements between TRMI and Customer.
- 4.3 Limitation of Liability: TRMI provides no warranty for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this maintenance agreement; TRMI bears no liability for and has no obligation to remedy such effects. Except as set forth herein, TRMI provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will TRMI's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to TRMI by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if TRMI or its agents have been advised of the possibility of such damages.

- 4.4 Force Majeure: If either party is delayed in its performance of any obligation under this maintenance agreement due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.
- 4.5 Dispute Resolution: This maintenance agreement is governed by the laws of the State of Texas, with venue of any action in Hidalgo County, Texas. The prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this maintenance agreement will not prevent that party from thereafter objecting to that breach or any other breach of this maintenance agreement.
- 4.6 Assignment: TRMI may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. TRMI may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.
- 4.7 Survival: The following provisions will survive the termination or expiration of this maintenance agreement: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.
- 4.8 Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 4.9 Severability and Amendment: If any particular provision of this maintenance agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this maintenance agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this maintenance agreement will be effective unless it is described in writing and signed by the Parties.

5 Intellectual Property License

- 5.1 License: The software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. TRMI does not grant ownership of the software to the Customer. The license to use the Software is subject to the following terms and conditions:
- 5.1.1 The Software is provided for use only by Customer employees.
- 5.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software.
- 5.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy TRMI's documentation only for internal use by Customer's employees.

- 5.1.4 Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by TRMI.
- 5.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 5.1.6 Customer is liable to TRMI for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control to the extent that such losses are attributable to Customer's failure to establish and observe reasonable and appropriate physical, electronic, and operational security measures.
- 5.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this maintenance agreement.
- 5.1.8 Customer is entitled to receive the licensed program source code and object code and is licensed to use any data code produced through implementation and/or normal operation of the Software.
- 5.1.9 All rights not expressly granted to Customer are retained by TRMI.

5.2 License Warranties

- 5.2.1 TRMI warrants that it has full power and authority to grant this license and that, as of the effective date of this maintenance agreement, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, TRMI may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. TRMI will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 5.2.2 TRMI has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by TRMI. TRMI provides no warranty whatsoever for any third-party hardware or software products.

- 5.3 Compensation: In exchange for the Software described hereinabove, Customer will pay to TRMI the amounts indicated in the contract.

6 Confidentiality

- 6.1 Definitions: "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either TRMI or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business

plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) Information which is in Recipient's possession prior to disclosure by Disclosing Party;
- b) Information which is available to Recipient from a third party without violation of this maintenance agreement or Disclosing Party's intellectual property rights;
- c) Information disclosed pursuant to Subsection 7.4 below;
- d) Information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) Information which is subpoenaed by governmental or judicial authority; and
- f) Information subject to disclosure pursuant to a state's public records laws.

6.2 Confidentiality Term: The obligations described in this Section commence on the Effective Date and will continue for one (1) year following any termination or expiration of this maintenance agreement ("Confidentiality Term").

6.3 Confidentiality Obligations: During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

6.4 Publicity: During the term of this maintenance agreement, including the term of any amendment hereto, TRMI may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the TRMI product(s) and services provided or contracted to be provided to Customer, but may not expressly or impliedly indicate Customer's endorsement of TRMI's products or services without Customer's prior written authorization.

7 Other Terms and Conditions – Intellectual Property License

7.1 Dispute Resolution: This maintenance agreement is governed by the laws of the State of Texas, with venue of any action in Hidalgo County, Texas. The prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this maintenance agreement will not prevent that party from thereafter objecting to that breach or any other breach of this maintenance agreement.

- 7.2 Assignment: TRMI may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 7.3 Survival: The following provisions will survive the termination or expiration of this maintenance agreement: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.
- 7.4 Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

8 Price and Contract Duration

The total price of the one (1) year maintenance agreement will be \$16,933.20. This will be invoiced monthly at \$1,411.10.

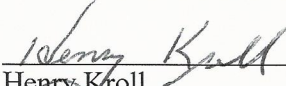
TRMI will provide 4 hours of on-site preventive maintenance service per month. Site visits will be provided to assist customer personnel in the maintenance of the toll system under the following guidelines:

- Site visits will be scheduled Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., EST, excluding holidays.
- Total man-hours per month exceeding (4) four hours will be invoiced to the Customer at a rate of \$147.00 per hour.
- If phone support exceeds (8) eight hours, Customer will be invoiced at a rate of \$147.00 per hour.

The Customer will be invoiced for the first monthly payment of \$1,411.10 on October 1, 2017.

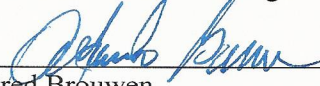
Yearly Oracle Support of \$1,920.00 will be invoiced May 1, 2018.

The Revenue Markets, Inc. (TRMI)


Henry Kroll
Chief Executive Officer

Date

Pharr International Bridge


Fred Brouwen
Director of Operations



Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: October 27, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with Diseño, Inc. for Professional Architectural Services for the Renovations of Jose "Pepe" Salinas Civic Center Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Architectural Services for the Additional Scope of work related to the Renovation of the Jose "Pepe" Salinas Civic Center which include the renovation of an approximately 16,000 square foot existing facility, the new addition of a detached 5,000 SF office facility for the Pharr Parks and Recreation Department and a detached 4,000 SF outdoor, un-conditioned recreation pavilion as per the City of Pharr's requirements.

Financial Consideration: Additional Architectural Services Fee Estimate \$72,000

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with Diseño, Inc. for additional Professional Architectural Services for the Renovation of the Jose "Pepe" Salinas Civic Center Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/27/2017

Omar Anzaldua

Approved - 10/27/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/02/2017

PROJECT AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

AMENDMENT NO. 1

The Contract between **Diseño, Inc.** and the **City of Pharr** which was executed by the parties on **May 26, 2017** for the design of the **Renovations of Jose “Pepe” Salinas Civic Center Project**), is hereby amended by mutual agreement as follows:

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

- The renovation of an approximately 16,000 square foot existing facility, the new addition of a detached 5,000 SF office facility for the Pharr Parks and Recreation Department and a detached 4,000 SF outdoor, un-conditioned recreation pavilion as per the City of Pharr's requirements.

- **ARCHITECT'S BASIC SERVICES**

- a. Schematic Design

- i. Work with Pharr Parks and Recreation Department to develop the project program
 - ii. Development of preliminary design scheme / concept site plan, floor plan and building elevations
 - iii. Schematic Design in a three-dimensional format presentation

- b. Design Development

- i. Work with Pharr Parks and Recreation Department to refine project program
 - ii. Preliminary building code review
 - iii. Design Development will be in a three-dimensional format presentation and CADD formatted drawings

- c. Construction Documents with Specifications

- i. Architectural plans, sections, pertinent details, and specifications, prepared for bidding and construction, inclusive of structural / MEP engineered drawings and associated specifications
 - ii. Project coordination with Structural and MEP Engineering
 - iii. Electronic files will be circulated among project design team in the format they were originally prepared, any modifications or reformatting of these files are not a part of our Scope of Work
 - iv. Submission of plans for ADA review
 - v. Minor modifications, if applicable

- d. Construction Administration

- i. Administration of the Contract for Construction

- ii. Based on the Architect's observations and evaluations Review and Certification of Contractors Applications and Certification for Payment
- iii. Review of Project Product/ Material Submittals for conformance to Specifications
- iv. Construction Support short of construction means, methods, techniques, sequences or procedures
- v. Diseño, Inc. will not be responsible for the safety precautions and programs in connection with the Work, for the acts or omissions of the General Contractor or Sub-Contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Construction Documents
- vi. Issuance of Architect's Supplemental Instructions, Requests for Proposal, Change Order issuance (if required) and general addressing of field questions arising during construction
- vii. Project Site Visits will be made at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and the Architect, in writing
- e. Project Close-out/ Post Construction
 - i. As-built drawings will be provided by the General Contractor in a reproducible or electronic format
 - ii. Warranty / Maintenance Manuals will be provided by the General Contractor as outlined in the Project Specifications
 - iii. Review of Final Contractor's Application and Certification for Payment and release of Project retainage

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

- 1. Add the following fees:
 - a. Architect's Basic Services – \$ 72,000.

This amendment adds **\$72,000.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 250,000.00 to **\$ 322,000.00.**

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

APPROVAL OF AMENDMENT NO. 1

**Diseño, Inc.
101 S. Cage Blvd.
Pharr, TX 78577
Ruben R. Escobar, AIA**

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

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

Juan Guerra
City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Interlocal Agreement with Hidalgo County for Hidalgo County Linear Park Project through the City of Pharr.

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:

Imelda Barrera

Created/Initiated - 10/30/2017

Edward Wylie

Approved - 10/31/2017

Karla Moya

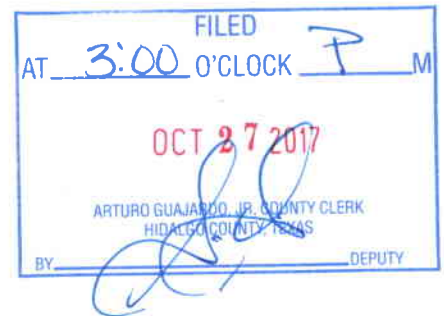
Approved - 11/02/2017

Patricia Rigney

Approved - 11/02/2017

City Management Office

Final Approval - 11/02/2017



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS AND
THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the 24th day of October, 2017, by and between the **CITY OF PHARR, TEXAS**, hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, In the Spring of 2015, County acting by and through Precinct 2 completed an alternatives analysis of trail routes to determine the most optimal route for a proposed Regional Linear Park Project (the "Park") and the most optimal route was utilized to apply for a competitive HCMPO FY 2015-2016 Program Call for Projects (the "Program Call") called the Transportation Alternatives Program ("TAP") in May 2015;

WHEREAS, In July of 2015, County acting by and through Precinct 2 was awarded a #1 ranking by the HCMPO Policy Committee among a pool of 5 local projects in a competitive process;

WHEREAS, the Park was awarded 100% of the available \$4.5 Million of Category 9 TAP funding for construction;

WHEREAS, additionally, the Park received \$1.1 Million of Economically Disadvantaged County allocations for a grand total of approximately \$5.6 Million of Federal/State assistance;

WHEREAS, On Aug 25, 2015, the City approved an Interlocal Cooperation Agreement along with the County, the City of McAllen and City of San Juan for the construction of the Park, attached herein; and

WHEREAS, the City has voiced concerns over several aspects of the Park including the routes otherwise known as the Technically Proposed Alignment 1 & Technically Proposed Alignment 2, ("TPA") the maintenance of the Park after its completion, the safety of the Park, whether the County will patrol the Park, and the \$950,986.00 that the City of Pharr had committed on August 25, 2015 to the development of the Park.

NOW, THEREFORE, City and County in consideration of the mutual covenants expressed hereinafter, agree between each other as follows:

1. The County agrees to:
 - a. Continue clearing the TPA through the ongoing NEPA process;
 - b. Cover all costs and expense related to construction of the project
 - c. Maintain the Park after its completed at the County's expense;
 - d. Install all safety features including 911 Phones, lighting, underground tunnels, and provide law enforcement patrolling, at the County's expense;
 - e. Provide patrols to increase the safety of the Park; and
 - f. Release the City from its previously agreed contribution of \$950,986.00 and for the County to assume the obligation to fund City's monetary contribution towards the development of the Park; and
 - g. Build pedestrian tunnels with the TAP funds under the following Segments: Tunnel 1 - Veterans Road (I Road), Tunnel 2 - Ridge Road, Tunnel 3 - East Moore Road, and Tunnel 4 - Cage Blvd. (Highway 281); located within the jurisdiction of the City corresponding to the appropriate segment. County will not proceed to build the next segment until the previous tunnel is complete and approved by the city of Pharr, more clearly identified in **Exhibit 'A'**.
2. In return, the City shall;
 - a. Agree to neither obstruct nor interfere, in any way, with the County's effort to build the Park with the TAP money that it secured in 2015;
 - b. Permit the County to develop and construct the Park with the money it was awarded from the TAP;
 - c. Permit the County to build pedestrian tunnels with the TAP funds under Veterans Road (I Road), Ridge Road, East Moore Road, West Moore Rd, and Cage Blvd. (Highway 281); located within the jurisdiction of the City;
 - d. Permit the County to construct, maintain and repair the Park within the City's jurisdiction, property and right of way; and
 - e. Permit and authorize the County to construct, maintain and provide law enforcement related to the Park within the City.
3. The parties agree that the TPA is identified as Proposed Alignment 1 and/or Proposed Alignment 2 on **Exhibit "A"** attached hereto.
4. The parties agree that the City will not attempt to designate itself as Project sponsor of the Park, so long as this Agreement is in place.
5. The parties agree that the City will not attempt to transfer/reallocate the TAP funds awarded to the Park project to any other project, so long as this Agreement is in place.
6. The parties agree that the County will prepare a reevaluation of the environmental document with TXDOT to consider Proposed Alignments 1 & 2 as attached hereto as **Exhibit "A"**.
7. The parties agree that the routes in Pharr, as described herein in **Exhibit "A"**, are to be subject to the recommendation of the residents of Pharr at a public meeting.

8. The parties agree that Moore Road shall not be utilized as a route of any sort.
9. The parties agree and acknowledge that City will not be financial responsible for any costs regarding its previously agreed contribution.
10. That parties agree and acknowledge that this Agreement supersedes all prior agreements between the parties regarding the linear park and the obligations of the parties to each other with respect thereto.
11. City, pursuant to Tex. Tans. Code § 251.012, authorizes County to perform the work described herein.
12. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
13. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
15. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
16. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr: City of Pharr
 Attention: Mayor Ambrosio "Amos" Hernandez
 P. O. Box 1729
 Pharr, TX 78577-1632

If to County: County of Hidalgo

Attention: County Judge Ramon Garcia
100 E. Cano, 2 Floor
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 2
Eduardo "Eddie" Cantu
300 West Hall Acres, Suite G
Pharr, Texas 78577

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

17. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
18. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
19. **Assignment.** This Agreement shall not be assignable.
20. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
21. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
22. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
23. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
24. **Commitment of Current Revenues Only:** in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

City Secretary

COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge Garcia

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr. County Clerk



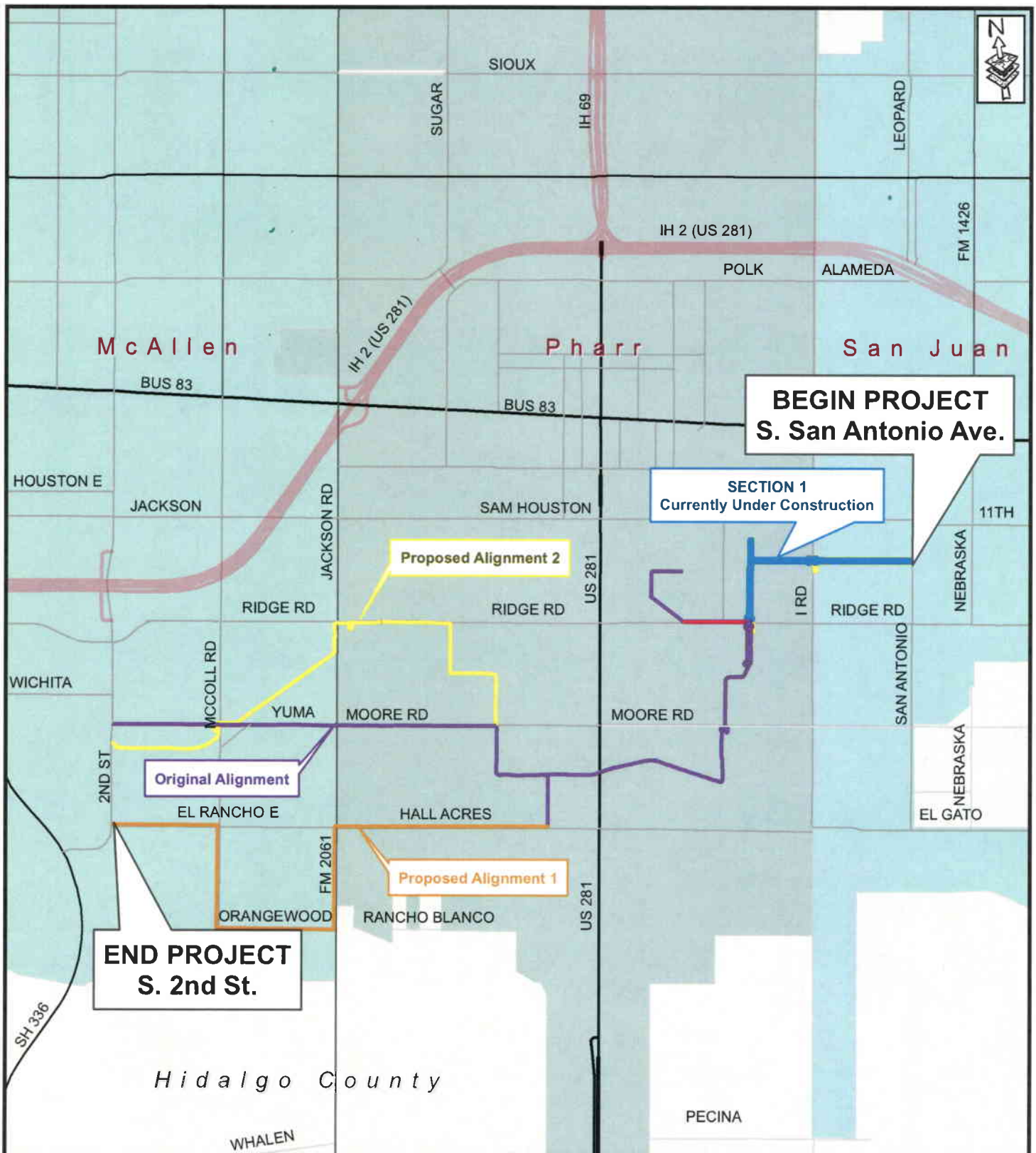
Approved by Commissioners' Court
on 10/24/17 BJS

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain



Location Map

HIDALGO COUNTY PCT. #2 REGIONAL LINEAR PARK PROJECT (R.L.P.P.)

Legend

- R.L.P.P. - Section 1
- R.L.P.P. - Section 2
- Existing Sidewalk
- McAllen
- Pharr
- San Juan

- Interstate Highway
- US Highway
- State Highway
- FM Road
- Street

3,500
Feet
1 inch = 3,500 feet

AI-62234**Precinct #2 17. A.****CC - REGULAR****Meeting Date:** 10/24/2017**Submitted For:** Eddie Cantu, COMM. PCT. #2**Submitted By:** Erika Zamora, COMM. PCT. #2**Department:** COMM. PCT. #2**Information****CAPTION**

1. Authority to rescind action taken by Commissioners Court on October 17, 2017 Item 18.A. 2 only of AI#62125.
2. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Pharr, regarding the Regional Linear Park Project.

BACKGROUND**Fiscal Impact****CALENDAR YEAR:****ACCT. #:** 7-1XXX-452-00-122-110-0-XXX**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:****Attachments**ICAExhibit A**Form Review****Inbox**

Budget & Management

Final Approval

Form Started By: Erika Zamora

Final Approval Date: 10/20/2017

Reviewed By

Veronica Ortiz

Monica Salinas

Date

10/20/2017 04:13 PM

10/20/2017 05:37 PM

Started On: 10/20/2017 04:07 PM



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Memorandum of Understanding with Frontera Consulting LLC. on consulting services for City/PSJA Wifi Project.

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:

Imelda Barrera

Created/Initiated - 10/30/2017

Edward Wylie

Approved - 10/31/2017

Karla Moya

Approved - 11/02/2017

Patricia Rigney

Approved - 11/02/2017

City Management Office

Final Approval - 11/02/2017



MEMORANDUM OF UNDERSTANDING ("MOU") FOR CONSULTANCY

This Consultancy Agreement (the "Agreement") is made and entered into this ____ Day of November, 2017 (the "Effective Date") by and between The City of Pharr, Texas with its principal place of business located at 118 South Cage Boulevard, Pharr, Texas 78577 (the "City") and Frontera Consulting, LLC with its principal place of business located at 601 N Main, Suite B, McAllen (the "Consultant") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the City is a home rule municipality in the State of Texas to the communities of Pharr, Texas;

WHEREAS, the Consultant has expertise in the area of wired and wireless data transport through network engineering, design, consulting, installation, support, and maintenance services;

WHEREAS, the City desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) Engagement. The City hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The City shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Consultant represents and warrants to the City that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

2. Consultancy Period

- (a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year or the earlier termination of this Agreement as provided in Article 2 (b) (the "Consultancy Period").
- (b) Termination. This Agreement may be terminated by the City, without cause and without liability, by giving thirty (30) calendar days written notice of such termination to the Consultant. This Agreement may be terminated by either Party by giving thirty (30) calendar days written



notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of Articles 1 (a-d), 3, 4, 5, 6, 8, 7, 10 and 11,

(ii) any other breach that a Party has failed to cure within thirty (30) calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the City shall pay Consultant a Consultancy fee of either one-hundred and fifty dollars (150) for each hour of Services provided to the City or at the rates and payable at the time and pursuant to the procedures set forth in Exhibit A, whichever is less. (the "Consultancy Fee").

(b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the City.

(c) Payment. The Consultant shall submit to the City a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the City.

4. Work Product and License

(a) Defined. In this Agreement the term "Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.

(b) Ownership. Consultant agrees to assign and does hereby assign to City all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the City and Consultant will not have any rights of any kind whatsoever in such Work Product. Consultant agrees, at the request and cost of City, to promptly sign, execute, make and do all such deeds, documents, acts and things as City may reasonably require or desire to perfect City's entire right, title, and interest in and to any Work Product.

Consultant will not make any use of any of the Work Product in any manner whatsoever without the City's prior written consent. All Work Product shall be promptly communicated to City.

(c) License. In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and City is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that City



deems appropriate. Consultant warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. Confidential Information

(a) **Defined.** In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the City's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by City either directly or indirectly in writing, orally or visually, to Consultant. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Consultant,
- (ii) was in the possession of the Consultant prior to receipt from the City and was not acquired by the Consultant from the City under an obligation of confidentiality or non-use,
- (iii) is acquired by the Consultant from a third party not under an obligation of confidentiality or non-use to the City, or
- (iv) is independently developed by the Consultant without use of any Confidential Information of the City.

(b) **Obligations of Non-Disclosure and Non-Use.** Unless otherwise agreed to in advance and in writing by the City, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon City's earlier request, Consultant will deliver to City all of City's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. Interference with Business

(a) **Non-Competition.** During the term of this Agreement, Consultant will engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the City without obtaining the prior written consent of the City.

(b) **Non-Solicitation.** Consultant agrees that for a period of one (1) year after termination of this Agreement, Consultant shall not:

- (i) divert or attempt to divert from the City any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or



(ii) employ, solicit for employment, or recommend for employment any person employed by the City, during the Consultancy Period and for a period of one (1) year thereafter.

7. Insurance

Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to City, but the minimum shall be E&O insurance and General Liability, and City may require Consultant to provide to City a certificate of insurance evidencing such coverage. Final decision shall be made by the City Manager.

8. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the City. The Consultant shall have no right to receive any employee benefits provided by the City to its employees. Consultant agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the City in respect of any obligation that may be imposed on the City to pay any such taxes or resulting from Consultant's being determined not to be an independent contractor. This Agreement does not authorize the Consultant to act for the City as its agent or to make commitments on behalf of the City.

9. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of one-hundred and eighty (180) calendar days, either Party shall have the right to terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

10. Non-Publicity

City and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. Assignment

The Services to be performed by Consultant hereunder are personal in nature, and City has engaged Consultant as a result of Consultant's expertise relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the City's prior written consent. Nothing in this Agreement shall prevent the assignment by the City of this Agreement or any right, duty or obligation hereunder to any third party.

12. Injunctive Relief

Consultant acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the City for which money damages would be inadequate. Therefore, the City will be entitled to injunctive relief for Consultant's breach of any of its obligations under the said



Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of United States, Hidalgo County State of Texas without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of Hidalgo County, Texas.

14. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

15. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
[City]

By:

Signed for and on behalf of
Frontera Consulting, LLC

By:

A handwritten signature in black ink, appearing to be "Drew Lewis", written over a horizontal line.

Name:
Title:
Date:

Name: DREW LEWIS
Title: PRESIDENT, Frontera Consulting, LLC
Date: 10/26/17



Estimate

EST-000010

Frontera Consulting

601 N Main
Suite B
McAllen Texas 78501
U.S.A

Bill To

Pharr Economic Development Corporation
1215 S Cage
Pharr
78577 Texas
USA

Estimate Date : 16 Oct 2017

Expiry Date : 10 Nov 2017

#	Item & Description	Qty	Rate	Discount	Amount
1	Cambium PMP450m 5GHz Int AP, 90deg (FCC) PMP450m 5GHz AP, Integrated 90 degree Sector Antenna Access Point with cnMedusa Technology (FCC) - C050045A102A	2.00 Each	6,995.00	10.00%	12,591.00
2	Cambium PMP450m LPU and Grounding Kit (1 kit per ODU) Cambium PMP450m LPU and Grounding Kit (1 kit per ODU) - C000065L007B	2.00 Each	374.00	8.00%	688.16
3	Cambium CMM5 Power & Sync Injector 56V CMM5 4-port Power and Sync Injector, 56VDC. Includes: Injector, 2x DC Power Plugs, USB Serial Cable, Rackmount Kit, Quickstart Guide - C000000L556A	1.00 Each	1,295.00	8.00%	1,191.40
4	Cambium Power Supply for CMM5, AC Input, 48VDC Output, 600W Cambium Power Supply for CMM5, AC Input, 48VDC Output, 600W - N000000L054B	1.00	449.00	0.00	449.00
5	Cambium Universal GPS Module Cambium Universal GPS Module -1096H	1.00 Each	349.00	0.00	349.00
6	Cambium CMM5 to UGPS Shielded Cable, 20 meter Cambium CMM5 to UGPS Shielded Cable, 20 meter - N000000L103A	1.00 Each	139.00	0.00	139.00
7	Cambium PMP450b 5GHz Subscriber,Integ.17dBi PMP450b 5GHz SM, Integrated 17dBi Mid-Gain Antenna Wide Band Subscriber Module, 4900-5925MHz, Uncapped throughput - C050045C011A	55.00 Each	299.00	12.00%	14,471.60

#	Item & Description	Qty	Rate	Discount	Amount
8	Cambium cnPilot R201 US DualBand Router,ATA cnPilot Home & Business R201 802.11ac Dual Band Wi-Fi WLAN Router with Analog Telephone Adapter (ATA) VoIP Gateway, 4 port Network Switch and 2 phone ports, US - C000000L028A	55.00 Each	120.00	12.00	6,588.00
9	Configuration of Cambium PMP450m	2.00 Each	300.00	0.00	600.00
10	Configuration and Staging of Cambium PMP450b SU	50.00 Each	85.00	0.00	4,250.00
11	Installation of Cambium PMP450m Basestation Installation (tower climb) and materials, mounts, consumables, weatherproofing, and installation necessities for installation of Cambium PMP450m Basestation	2.00 Each	2,300.00	0.00	4,600.00
12	Installation of Cambium PMP450b/d/i Subscriber Unit Installation of Subscriber Unit - Labor and Materials, mounts, consumables, weatherproofing, and installation necessities for installation of Cambium PMP450b Subscriber Unit	50.00 Each	260.00	0.00	13,000.00
13	9U Deluxe IT Wallmount Cabinet Enclosure 19-Inch Network Rack, Locking Glass Door Navepoint 9U Deluxe IT Wallmount Cabinet Enclosure 19- Inch Server Network Rack With Locking Glass Door 16- Inches Deep Black	1.00 Each	159.00	0.00	159.00
14	APC Smart-UPS 1000VA UPS Battery Backup with Pure Sine Wave Output Rack-Mount/Tower (SMC1000-2U) APC Smart-UPS 1000VA UPS Battery Backup with Pure Sine Wave Output Rack-Mount/Tower (SMC1000-2U)	1.00	400.00	0.00	400.00
15	Fortinet FortiGate-90E / FG-90E Next Generation (NGFW) Firewall UTM Appliance Bundle with 1 Year 8x5 Forticare and FortiGuard Fortinet FortiGate-90E / FG-90E Next Generation (NGFW) Firewall UTM Appliance Bundle with 1 Year 8x5 Forticare and FortiGuard, 16 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x HA port, 12 x switch ports). Max managed FortiAPs (Total / Tunnel) 32 / 16	1.00	2,712.00	10.00%	2,440.80
16	Configuration of FortiNet FortiGate 90D/E	1.00 Each	150.00	0.00	150.00
17		2.00 Each	250.00	0.00	500.00

#	Item & Description	Qty	Rate	Discount	Amount
	Maintenance & Support - Cambium PMP450m Base Station - Monthly Monthly fee for Maintenance and Support - 1st month of service				
18	Maintenance & Support - Technical Support - Cambium PMP450b - End-User Support Monthly fee for Maintenance and Support - 1st month of service	50.00 Each	50.00	0.00	2,500.00
Sub Total					65,066.96
Total					\$65,066.96

Notes

This is a quotation on the goods and services named above only, subject to the conditions noted below:

All hardware costs will be billed and invoiced immediately.

Outstanding balance for services will be due upon completion and sign-off of services rendered.

A 3% credit card processing fee will be attached to all credit card transactions, 5% for American Express.

This quote is only valid for 14 days from date of quotation.

Freight amount is for estimate only and may vary depending on carrier and freight terms chosen.

All goods sold FOB Chicago, IL USA.

All checks should be made payable to:

Frontera Consulting

Method of payment or purchase order must be attached to signed quotation form.

A 15% restocking fee will be assessed on all products ordered and unused or returned for any reason.

Terms & Conditions

Certain assumptions are made and unless specified in writing are considered to be fulfilled by, you, the customer. The following are standard assumptions associated with regard to the above quoted products and services:

1. There will be working and accessible electricity to power the devices specified.
2. Unless specifically included, the customer (you) is to provide any man lifts, bucket trucks, or accessibility equipment.
3. Frontera and our contractors will have complete access to all facilities and sites necessary for the services to be rendered.
4. In the absence of an agreed upon sign-off document, final payment may be considered overall acceptance of work provided.
5. A 1-year limited warranty on enclosure mounting and/or mounting components regarding their physical installation will be offered against any mounting or physical installation failure because of and limited to the installation practices of Frontera Consulting and/or their subcontractors.

STANDARD TERMS & CONDITIONS

1. Only materials quoted will be supplied. Any other materials necessary will need to be approved to complete scope of work.
2. Should Frontera employees discover a lack of materials or access needed to complete scope of work, Customer will be charged for any delays at a minimum of \$150/hour while crews are on-site.
3. A trip fee of \$150 will be assessed for any trip completed and site / project is not ready for work to be performed.
3. Frontera employees & Contractors reserve the right to deny work based on safety issues with site. Customer will still be charged for any travel and on-site time.
4. Should quoted job involve more than what is stated in scope of work, Frontera will contact Customer before proceeding. Unless otherwise negotiated, extra work will be charged at \$125/man/hour and invoiced upon completion.
5. Quote is based on a 40 hour work week. Monday through Friday.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: October 30, 2017

MEETING DATE: November 6, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with The Warren Group, Inc. for Professional Architectural Services for the City of Pharr-New Fire Station No. 4 Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Architectural Services for the Additional Scope of work related to City of Pharr-New Fire Station No. 4 Site Relocation

Financial Consideration: Additional Architectural Services Fee Estimate \$4,2000

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with The Warren Group, Inc. for additional Professional Architectural Services for the City of Pharr-New Fire Station No. 4 Project

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 10/30/2017

Omar Anzaldua

Approved - 10/30/2017

Karla Moya

Approved - 10/31/2017

Patricia Rigney

Approved - 11/01/2017

City Management Office

Final Approval - 11/01/2017

**PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES**

AMENDMENT NO. 1

The Contract between **The Warren Group Architects, Inc.** and the **City of Pharr** which was executed by the parties on **August 7, 2017** for the design of the **City of Pharr-New Fire Station No. 4**, is hereby amended by mutual agreement as follows:

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

- additional services for the design of the New Proposed City of Pharr's Fire Station No.4 located at Lot 27 of the Pharr Produce District Subdivision in Pharr, Texas.

UNDERSTANDINGS AND ASSUMPTIONS:

- The project location was changed from Lot 13 to Lot 27.
- TWG and Team Engineers worked on the Design Development Package for Lot 27.
- This proposal includes Architectural, Civil, Structural, and Mechanical, Electrical, Plumbing Engineering Design Services.
- The Civil Engineer design services include all civil engineering improvements with-in the boundary of Lot 27 only.

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

1. Add the following fees:
 - a. Additional Services – \$ 4,200.

This amendment adds **\$4,200.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 118,000.00 to **\$ 122,200.00.**

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

APPROVAL OF AMENDMENT NO. 1

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

Laura N. Warren, AIA

ARCHITECT FIRM

By: _____
Signature

ARCHITECT

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

Juan Guerra
City Manager
City of Pharr, Texas

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



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on sales contract for property legally described as 23.48 acres of land, situated in the City of Pharr, Hidalgo County, Texas, and also being a part or portion of Lots 155-156 Kelly-Pharr Subdivision.

Classification: Closed Session

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

Exclude Material from Public Packet? Yes

Reason: Section 551.071 for matters related to real property.

Issue: This item will be discussed in closed session.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 10/31/2017

Edward Wylie

Approved - 10/31/2017

Karla Moya

Approved - 11/02/2017

Patricia Rigney

Approved - 11/02/2017

City Management Office

Final Approval - 11/02/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.I.

DATE SUBMITTED: October 31, 2017

MEETING DATE: November 6, 2017

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on lease agreement between City of Pharr and St. Judes Church for property at 505 S. Ironwood.

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:

Imelda Barrera

Created/Initiated - 10/31/2017

Edward Wylie

Approved - 10/31/2017

Karla Moya

Approved - 11/02/2017

Patricia Rigney

Approved - 11/02/2017

City Management Office

Final Approval - 11/02/2017

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") effective as of the day of _____, 2017, by and between ST. JUDE THADDEUS CHURCH, whose address is 505 South Ironwood, Pharr, Texas 78577 ("Landlord") and THE CITY OF PHARR, TEXAS, a home rule city and municipal corporation of Texas, hereinafter called ("Tenant").

WITNESSETH

WHEREAS, Landlord currently owns land located at the corner of Ironwood and East Sam Houston Street in Pharr, Texas; and

WHEREAS, Tenant deems it advantageous to the community to construct a parking lot on Landlord's property and to lease said property for public use; and

NOW, THEREFORE, Landlord and Tenant for an in consideration of the covenants and mutual agreements hereinafter contained do hereby covenant and agree as follows:

ARTICLE I

PREMISES, TERMS, AND PRIVILEGES

1.01 LEASED AREA

Landlord does hereby lease the following real property and Tenant hereby leases the said real property from Landlord being generally described as all of the Kelly-Pharr Tract W1.12 Acres of the SW 2.24 Acres of Lot 181 and the southwest 2.53 acres of St Jude's Church Subdivision Lot 1, more specifically depicted in the attached Exhibit "A".

Hereinafter the leased area is referred to as the "Premises" and the premises are leased unto Tenant in "AS IS" condition. Tenant has inspected the premises and accepts same in said condition.

1.02 TERM OF LEASE AND RENTAL OBLIGATION

This lease shall be for a term of 30 calendar years, commencing on November 7, 2017 . There shall be no rent due or owing to Landlord during the term of this lease.

1.03 USE OF PREMISES

The Premises shall be used as a parking lot; and

- (a) In exchange for rent, Tenant will make the following improvements, or caused to be made, on the Premises. Tenant shall construct, or caused to be constructed, a 153,000 square foot permeable paver parking lot along with storm water

management improvements. Estimated cost of such improvements is roughly \$400,000.00. Tenant shall have full access and use of such improvements.

(b) Upon completion of the improvements stated in subsection (a), the only other improvements to be made on the Premises are improvements such as fencing or signs in conjunction with the use of Premises for parking, if the Landlord so wishes and with the concurrent agreement of the tenant

(c) Landlord agrees to maintain any improvements made on the Premises pursuant to subsection (a & b) above, at its own cost and to operate the Premises at all times in accordance with City ordinances and regulations.

1.04 MAINTENANCE

The Premises and surrounding areas, including drive aisles, throughways, curb cuts and the like now or hereafter existing upon the Premises shall be maintained in good condition and repair by, and at the sole cost and expense of Landlord.

1.05 LIGHTING

Landlord, at Landlord's sole cost and expense agrees to provide security lighting on the leased Premises.

1.06 NO ASSIGNMENT

Tenant shall not assign this Lease without the prior approval of Landlord. Landlord shall not be able to lease to any other tenant nor have more than one lease on this premise.

1.07 AD VALOREM TAXES

Landlord shall be responsible for ad valorem taxes, if any, assessed against the Premises.

1.08 FIRE OR CASUALTY

In the event of any fire or other casualty to the Premises, the Parties may terminate the Lease only if mutually agreed to in writing.

ARTICLE II

INDEMNITY, REPAIRS, ALTERATIONS AND INSURANCE

2.01 INDEMNITY

Tenant shall be responsible for the conduct and acts of its employees and customers both on the Premises and Landlord's adjoining property at all times during Tenant's use

and occupancy of the Premises and shall, to the extent permitted by law, hold and save harmless the Landlord from the claims of any and all persons arising from such use and occupancy by Tenant.

Landlord shall be responsible for the conduct and acts of its employees and invitees both on the Premises and Landlord's adjoining property at all times during Tenant's use and occupancy of the Premises and shall, to the extent permitted by law, hold and save harmless the Tenant from the claims of any and all persons arising from such use and occupancy by Landlord.

2.02 INSURANCE

Tenant shall provide at its own expense and keep in force during the term of this Lease, the following policies of insurance:

(a) General Liability

Tenant is a participant in the Texas Municipal League Risk Pool. The Risk Pool will issue a certificate noting the Landlord is the owner of the property. The limits of liability are set out in the Texas Tort Claims Act as \$250,000 per individual and \$500,000 per occurrence.

(b) Workers Compensation

Tenant shall provide a certificate from the Texas Municipal League evidencing that it has workers compensation insurance coverage with statutory limits as set by The State of Texas.

(c) Landlord Insurance

Landlord shall maintain all-peril insurance covering the Premises against casualty loss during the Lease Term. Notwithstanding the foregoing, Landlord shall not be responsible for insuring Tenant's personal property against loss or damage.

ARTICLE III

3.01 DEFAULT BY TENANT

It is agreed by Tenant that the violation of any of the terms and conditions set out in this lease as set forth in Section 3.02 below, shall constitute ground for termination of the lease at Landlord's sole option by giving Tenant thirty (30) day's written notice of such termination.

3.02 FAILURE TO PERFORM

If Tenant fails to perform any term, condition, or covenant of this lease for more than thirty (30) days after written notice of such failure shall have been sent to Tenant, unless the cure or correction of such failure requires more than thirty (30) days and Tenant is diligently pursuing such cure or correction in which case Tenant shall have up to ninety (90) days to cure or correct such failure, Landlord shall then have the right to pursue any right or remedy to which Landlord is entitled under applicable Texas law or this Lease, for such failure. In addition, to the remedies provided by law and the ability to terminate set forth in Section 3.01, this Lease provides for the following remedies upon default:

- (a) Landlord, at its sole option, may enter Premises, if abandoned, and remove the Tenant's property, either by judicial process or without judicial process, without becoming liable to the Tenant for such entry and/or removal, and without termination of the Lease.

ARTICLE IV

MISCELLANEOUS

4.01 CONSTRUED PURSUANT TO TEXAS LAW

This lease shall be construed under and in accordance with the laws of the State of Texas, is performable in Hidalgo County, Texas, and venue for any litigation which might arise from the Lease shall be in Hidalgo County, Texas.

4.02 BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective employees, agents, servants, legal representatives, and successors.

4.03 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Tenant will keep and maintain the leased area in a clean and healthful condition and comply with the laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction hereof) with reference to use, conditions, or occupancy of the leased area.

4.04 HOLDING OVER

If Tenant remains in possession of the premises after the expiration of this lease, whether of the primary term or of any subsequent renewal term, then Tenant shall be deemed to be occupying the premises as a tenant at sufferance on a monthly basis, subject to all obligations specified in this lease.

4.05 NOTICES

Any and all notices required to be sent by one party to the other shall be sent either by certified mail, return receipt requested, or by fax, or by both, and addressed to the respective party as follows:

LANDLORD:

ST. JUDE THADDEUS CHURCH
C/O
Address

TENANT:

CITY OF PHARR
C/O Juan G. Guerra
118 S. Cage Blvd.
Pharr, Texas 78577

4.06 ENTIRE AGREEMENT

This Lease, including Exhibit A, constitutes the entire agreement of the parties. Paragraph captions in this Lease are for convenience of reading only, and do not limit nor amplify the provisions of the lease.

4.07 INCONSISTENCIES

Where there exists any inconsistency between this Agreement and other provisions of collateral Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

4.08 BINDING NATURE

This Agreement shall not be binding upon the parties until it is approved and executed by all parties.

4.09 INVALIDITY AND SEVERABILITY

Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

4.10 TERMINOLOGY AND DEFINITIONS

All pronouns used in this Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

4.11 JURISDICTION

Any and all suits for any and every breach of this Agreement shall be instituted and maintained in Hidalgo County.

4.12 LAWS OF TEXAS

This Agreement shall be governed and construed in accordance with the laws of the State of Texas with venue in Hidalgo County, Texas.

4.13 MODIFICATION OF AGREEMENT

No changes to this Agreement shall be made except upon written agreement of all parties. All modifications to this Agreement shall be in the form of Amendments signed by both parties hereto.

4.14 APPLICABILITY

This Agreement shall inure solely to the benefit of the parties hereto and not to any third party recipients or suppliers of services.

4.15 RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreements or any amendments or exhibits thereto.

4.16 MULTIPLE ORIGINALS

This Agreement, along with any exhibits, may be executed in multiple originals and each shall be of equal authority.

LANDLORD

ST. JUDE THADDEUS CHURCH

By: _____

Its: _____

Approved as to Form:

TENANT

CITY OF PHARR

A Texas Municipal Corporation

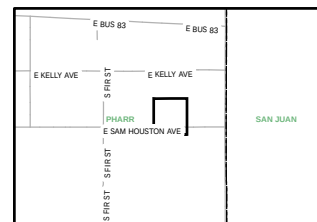
By: _____
Ambrosio "Amos" Hernandez,
Mayor

ATTEST:

Hilda Pedraza
City Secretary

Approved as to Form:

Patricia A. Rigney, City Attorney





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.J.

DATE SUBMITTED: November 1,
2017

MEETING DATE: November 6, 2017

FROM: Edward Wylie, Assistant City
Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on 380 Stimulus Agreement with
TOPGOLF USA PHARR, LLC.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 11/01/2017
Approved - 11/02/2017
Approved - 11/02/2017
Final Approval - 11/02/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.K.

DATE SUBMITTED: November 1,
2017

MEETING DATE: November 6, 2017

FROM: Marcela Beas, Administrative
Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on revised Letter of Intent (LOI) for Project Auto.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: Revised LOI for Project Auto

Financial Consideration: To be discussed in executive session.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Marcela Beas

Created/Initiated - 11/01/2017

Victor Perez

Approved - 11/01/2017

Karla Moya

Approved - 11/02/2017

Patricia Rigney

Approved - 11/02/2017

City Management Office

New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.L.

DATE SUBMITTED: November 2, 2017

MEETING DATE: November 6, 2017

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on authorizing City Manager to negotiate and enter into an agreement for Construction Manager at Risk services for various park and fire station 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 ready to construct over 16 million dollars in park improvements and 2 new fire stations. City staff wants to use the Construction Manager at Risk (CM@R) method for these projects. The CM@R method will give us a guaranteed maximum price for construction.

Financial Consideration: TBD

Staff Recommendation: Staff is recommending to give the City Manager the authority to negotiate a fee for CM@R services and enter into a contract.

Alternatives:

ROUTING:

Edward Wylie
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 11/02/2017
Approved - 11/03/2017
New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 1, 2017

MEETING DATE: November 6, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with attorney on legal matters concerning Envirolite Solutions (ELS) contract.

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 - 11/01/2017
New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 1,
2017

MEETING DATE: November 6, 2017

FROM: Edward Wylie, Assistant City
Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation with the City Commission on departmental staff.
--

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in Executive Session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 11/01/2017
Approved - 11/01/2017
Final Approval - 11/02/2017