



**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
TUESDAY, SEPTEMBER 3, 2019**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. 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 board.
- B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

- A) Proclamation proclaiming Hunger Action Month.
- B) Proclamation proclaiming Honoring and Remembering September 11th at PSJA Southwest Early College High School Day.

3. PUBLIC TESTIMONY: *(Ordinance No. O-2019-30). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

4. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the 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.*

AGENDA REGULAR MEETING
September 3, 2019

A) First Public Hearing: Solicitation of Comments from the general public on the 2019 Tax Year Proposed Property Tax Rate for the City of Pharr.

B) Public Hearing on Development Services Cases

5. 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.

6. 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 August 19, 2019 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action on request from St. Margaret Mary Catholic Church for street closures for their Annual Jamaica on October 5-6, 2019.
(ADMINISTRATION)

C) Consideration and action on request to advertise with Inbound Logistics for \$50,000 for 12 months. (Project No. 1819-70-510-S033-001) (BRIDGE)

D) Consideration and action authorizing City Manager to execute contract with Pyro Shows of Texas for live fireworks display for City of Pharr Salute to Veterans on Saturday, November 9, 2019 in the amount of \$12,000. (Project No. 1819-01-530-IPQ080-003) (EVENTS CENTER)

E) Consideration and action authorizing the submission of an Economically Disadvantaged County (EDC) Program Application for the Hi-Line Road Project from Cage Blvd. to Veterans Road CSJ#0921-02-375.
(ENGINEERING)

F) Consideration and action authorizing the submission of an Economically Disadvantaged County (EDC) Program Application for the PSJA Tri-City Pedestrian Safety Improvements Project Phase II CSJ#0921-02-432.
(ENGINEERING)

AGENDA REGULAR MEETING
September 3, 2019

G) Consideration and action, if any, authorizing City Manager to extend Supply Contract with Martin Product Sales d/b/a Martin Asphalt Co. for Construction Materials Prime Coat MC-30 and RC-250 Tack Coat. (Project No. 1718-01-528-IPQ031-139) (PURCHASING)

H) Consideration and action, if any, authorizing City Manager to extend Service Contract with Pavement Markings, Inc. for city-wide Pavement Marking Services. (Project No. 1718-01-517-C006-147) (PURCHASING)

I) Consideration and action, if any, authorizing City Manager to extend interlocal agreement between the City of Pharr and the City of Weslaco for animal care services. (Project No. 1718-01-517-S030-001) (PUBLIC WORKS)

J) Consideration and action, if any, authorizing the City Manager to extend the Supply Contract with Frontera Materials, Inc. for the Purchase and Delivery of HMAC, Cold Mix, and Caliche. (Project No. 1718-01-528-SP007-115) (PURCHASING)

K) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Core & Main LP (HD Supply Waterworks, Ltd.) for the Purchase & Delivery of RCP, Manholes, & Inlets. (Project No. 1718-01-528-IPQ033-242) (PURCHASING)

L) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Rio Valley Pipe, LLC dba CAPA for the Purchase & Delivery of RCP, Manholes, & Inlet. (Project No. 1718-01-528-IPQ033-242) (PURCHASING)

M) Consideration and action, if any, authorizing City Manager to extend the Supply Contract with L&R Precast Concrete Works, Inc. for the Purchase & Delivery of RCP, Manholes, & Inlets. (Project No. 1718-01-528-IPQ033-242) (PURCHASING)

N) Consideration and action on Development Services Cases:

1. Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). Being Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6400 South Cage Boulevard, Suites A & B. **CUP#110757**

2. Red Robin 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. **CUP#030747**

AGENDA REGULAR MEETING
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3. T.W.O. Holdings, LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being approximately 1.068-acre tract of land, more or less, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5201 North Veterans Boulevard. **COZ#190754**

O) PLATS:

1. Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting preliminary plat approval of the proposed Roxanne Subdivision. The property is legally described as being a 0.35-acre tract of land out of a 3.00-acre tract of land, out of the south 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1600 Block of West Anaya Road. **SUB#190514**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for temporary closure of streets for the City of Pharr First Responders Festival on Saturday, September 28, 2019. (PUBLIC WORKS)

B) Consideration and action, if any, on Resolution adopting the water rate study completed for the City of Pharr by Raftelis Utility Consultants. (FINANCE)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-40 prescribing new rates for water services. **(1st Reading)** (FINANCE)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-39 prescribing new rates for sewer services. **(1st reading)** (FINANCE)

E) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-37 (rental of city facilities). **(1st Reading)** (PARKS)

F) Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-33, Development Services Fee Schedule. **(Adoption on 1st Reading)** (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

- A) Consideration and action, if any, on Change Order No. 1 for the City of Pharr International Bridge Facility Expansion and Renovations Project. (Bid No. 1819-70-510-C007-395) (ENGINEERING)
- B) Consideration and action, if any, on Change Order No. 2 and Change Order No. 3 and final payout for Pharr Public Safety Communications Building. (Project #1819-39-510-C004-001) (COMMUNICATIONS)
- C) Consideration and action, if any, on permission to advertise for Financial Advisors for capital financing through the Texas Water Development Board Programs and authorizing City Manager to enter into a contract for such services. (Project No. 1819-01-510-S035-001) (ADMINISTRATION)
- D) Consideration and action, if any, on permission to advertise for Bond Counsel for capital financing through the Texas Water Development Board Programs and authorizing City Manager to enter into a contract for such services. (Project No. 1819-01-510-S036-001) (ADMINISTRATION)
- E) Consultation and action, if any, authorizing City Manager to retain legal counsel to pursue water and/or sewer Certificate of Convenience and Necessity (CCN) service areas. (Project No. 1819-01-510-S038-001) (ADMINISTRATION)

9. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, authorizing City Manager to enter into an agreement with Dr. Raul Barreda for Medical Director. (COMMUNICATIONS)
- B) Consideration and action, if any, on renewal of Interlocal Agreement with the Texas Department of Motor Vehicles for Scofflaw services on vehicle registration records. (MUNICIPAL COURT)
- C) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Javier Hinojosa Engineering for the Professional Engineering Services for the design and project administration of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail Phase II, Ridge Road Tunnel Crossing conflict. (Project #1819-40-510-IPQ077-001) (ENGINEERING)
- D) Consideration and action, if any, on agreement with Hollis Rutledge and Associates, Inc. for lobbying services. (Project No. 1718-01-510-S027-001) (ADMINISTRATION)

10. LEGAL:

A) Discussion and action, if any, on legal action concerning Pharr Original Townsite A Tract 1350'x100' North of and Adj to R/W Btwn Cypress ST (7th St) & Hwy 281 3.10 AC Net, Pharr, Hidalgo County, Texas. (LEGAL)

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

Pursuant to Section 551.071, the Board 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 Board 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 Board 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 Board 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 Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

AGENDA REGULAR MEETING
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Pursuant to Section 551.087, the Board 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.

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

13. 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 30th day of August 2019 at 4:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 30th day of August 2019.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, Hunger Action Month is celebrated and observed from September 1st through September 30th; and

WHEREAS, Hunger Action Month provides hunger awareness and volunteer activities for the citizens of the City of Pharr and communities in the Mid-Valley; and

WHEREAS, Hunger Action Month is hosted by the Food Bank of the Rio Grande Valley, Inc. that works to educate families from the City of Pharr on nutrition and wellness; and

WHEREAS, the Food Bank of the Rio Grande Valley, Inc., the 5th largest food bank in the state of Texas and 40th in the country feeding up to 64,000 individuals per week via 275 Partner Agencies, operating in the City of Pharr and contributes to the health, well-being and quality of life of the community of Pharr; and

WHEREAS, it is the 14th Annual Empty Bowls Luncheon, being held at the Pharr Events Center, in Pharr, Texas on September 17th, during Hunger Action Month; and

WHEREAS, the good health and well-being of the residents of the City of Pharr are enhanced as a direct result of Hunger Action Month and the Food Bank of the Rio Grande Valley, Inc.;

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

“Hunger Action Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of September 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, the City of Pharr and all its residents desire to express their sorrow to those who lost their lives on September 11, 2001 in New York City, Washington D.C. and Pennsylvania; and

WHEREAS, the land of the free while grief stricken, became one nation united, resolved and determined; and

WHEREAS, the terrorist not only attacked the American institutions and cultural history, they also attacked American principles and we the people; and

WHEREAS, the City of Pharr and PSJA Southwest Early College High School honor individuals and families who were directly affected by the September 11, 2001 tragedy; and

WHEREAS, we the American people will keep the flame of freedom lit for those Americans that died in the tragedy; and

WHEREAS, the City of Pharr, its neighboring cities, and PSJA Southwest Early College High School also honor and recognize local heroes who contributed to improving the quality of life for everyone here at home.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim September 11, 2019 as:

“Honoring and Remembering September 11th at PSJA Southwest Early College High School Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of September 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: First Public Hearing: Solicitation of Comments from the general public on the 2019 Tax Year Proposed Property Tax Rate for 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:

Hilda Pedraza
Karla Moya
City Management Office

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Final Approval - 8/29/2019

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF PHARR

A tax rate of \$0.7176 per \$100 valuation has been proposed for adoption by the governing body of City of Pharr. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Pharr proposes to use revenue attributable to the tax rate increase for the purpose of infrastructure improvement.

PROPOSED TAX RATE	\$0.7176 per \$100
PRECEDING YEAR'S TAX RATE	\$0.6490 per \$100
EFFECTIVE TAX RATE	\$0.6449 per \$100
ROLLBACK TAX RATE	\$0.7714 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Pharr may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal Jr.
City of Pharr Tax Assessor-Collector
2804 S Business Hwy 281
Edinburg TX 78539
(956) 318-2157
propertytax@hidalgocountytax.org
<http://www.hidalgocountytax.org>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: September 3, 2019 at 4:00 PM at City Hall, 118 S. Cage Blvd. Commissioners Room, 2nd Floor.

Second Hearing: September 9, 2019 at 4:00 PM at City Hall, 118 S. Cage Blvd. Commissioners Room, 2nd Floor.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 8/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 8/28/2019

Approved - 8/30/2019

Final Approval - 8/30/2019

Design Phase

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

Construction Phase

- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**
- ☐ **Pepe Salinas Civic Center Relocation**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ☐ **Moore Rd. 24" Sanitary Sewer Line Project**
- ☐ **City of Pharr Downtown Park**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safety Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Design is 65% Complete
Project Name:	Pharr Pedestrian Connections
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Staff has begun the design
Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental and Final Alignment Selection.

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Project On-Hold
Project Name:	Downtown Pharr Lights (Polk to IH-2)
Design Engineer:	City of Pharr Engineering Department.
Description:	Installation of decorative street lights from Polk St. to IH-2
Status:	AEP is currently installing lights
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Half Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 100% completion. Currently under review by CBP, GSA, and TXDOT
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	Design is at 100% Completion. Under Review by GSA, CBP

DESIGN PHASE

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

CONSTRUCTION PHASE

Project Name:	Pharr Nature Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,390,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	205.93%

Description: Construction of a new park.

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,200,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	205.93%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Dr. Long Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	205.93%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Fire Station No. 4		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	205.93%

Description: Construction of a new Fire Station in South Pharr

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	240
Notice to Proceed	10/1/2018	Contract Time Used:	138.75%

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

Status: Construction is Ongoing

Pictures:



CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	SG&E		
Contractor	FSSI		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	9/5/2018	Contract Time Used:	170.95%
Description: Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road			
Status: Construction is ongoing			
Pictures:			



CONSTRUCTION PHASE

Project Name:	Moore Rd. 24" Sanitary Sewer Improvements		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Saenz Brothers Construction		
Contract Amount	\$799,288	Contract Time (Days)	60
Notice to Proceed	10/31/2018	Contract Time Used:	505.00%
Description: Construction of approximately 2,300 feet of new 24" Sanitary Sewer Line			
Status: Construction is ongoing			
Pictures:			
 			

CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount	\$300,000	Contract Time (Days)	74
Notice to Proceed	12/18/2018	Contract Time Used:	344.59%

Description:

Status: Construction is ongoing

Pictures:



CONSTRUCTION PHASE

Project Name:	Pharr Bridge expansion		
Engineer	The Warren Group Architects Inc.		
Contractor	International consulting engineer (ICE)		
Contract Amount	\$1,164,317	Contract Time (Days)	171
Notice to Proceed	5/29/2019	Contract Time Used:	54.39%

Status: Construction is ongoing

Pictures:



CONSTRUCTION PHASE

Project Name:	Las Milpas Road Left Turn Lanes		
Engineer	R. Gutierrez Engineering Corps.		
Contractor	Texas Cordia Construction, LLC		
Contract Amount	\$513,473.35	Contract Time (Days)	60
Notice to Proceed	5/1/2019	Contract Time Used:	201.67%

Description: This project will consist of reconstruction and widening of Las Milpas Rd. from the east side to the west side with a length of 400 ft as well as concrete work.

Status: Project is at substantial completion

Pictures:



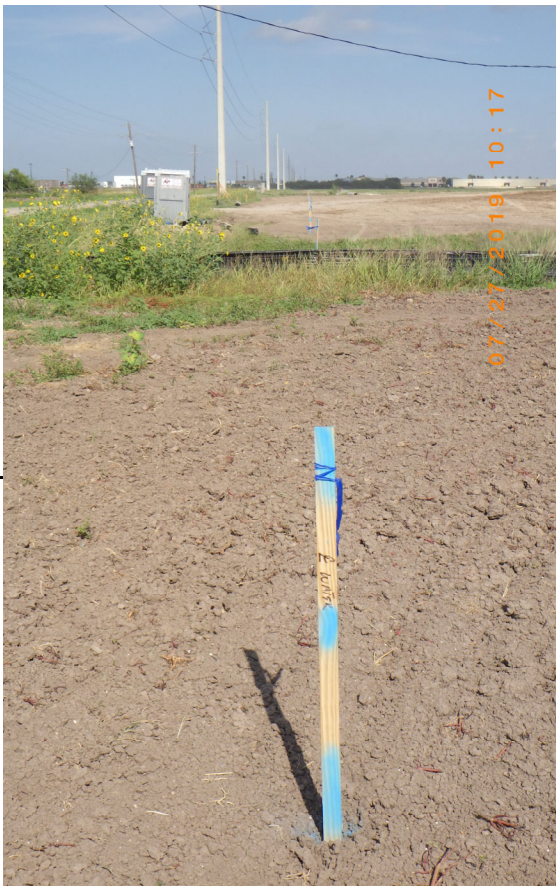
CONSTRUCTION PHASE

Project Name:	16-in waterline Hi-Line Rd.		
Engineer	Melden and Hunt		
Contractor	Castle Enterprises, LLC.		
Contract Amount	\$292,647.88	Contract Time (Days)	
Notice to Proceed	7/19/2019	Contract Time Used:	#DIV/0!

Description: A 16-in waterline is going to be installed on the north side of Hi-Line Rd. from S. Cage Blvd. to Monarch Bus. Park.

Status: Construction is ongoing.

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 8/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Approval of minutes for August 19, 2019 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 8/29/2019
Final Approval - 8/29/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, AUGUST 19, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, August 19, 2019 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Alex Meade, City Manager
Ed Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Saavedra, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Court Judge
Eloy Salazar, Assistant Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Mike Singleterry, Library
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Veronica Gutierrez, Purchasing
Kenneth Ennis, Asst. Comm. Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

At this time, Mayor Hernandez recognized Martin Cantu, Hidalgo County Precinct 2 Constable, and thanked him for his service. Mr. Cantu stated Hidalgo County Precinct 2 had a great relationship with the City of Pharr and thanked the Commission for their continued collaboration.

ITEM 2. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 3. CITY MANAGER'S REPORTS

A) SUBMISSION OF CERTIFIED TOTALS FOR TAX ASSESSED VALUES 2019

Alex Meade, City Manager, introduced item and reported Hidalgo County finalized City of Pharr property assessment value for tax year 2019 on July 29, 2019. He stated the total net taxable value for 2019 was \$3,186,690,986.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR AUGUST 2019

Alex Meade, City Manager, introduced item and reported the sales activity for the City of Pharr as of the month of August 2019 has shown an overall positive trend in the amount of \$2,525,271 from this point last year, or an increase of 15.10%.

C) SUBMISSION OF TAX COLLECTION REPORT FOR JULY 2019

Alex Meade, City Manager, introduced item. He reported current tax collections as of July 2019 were \$18,250,661 or 95.38% collected out of this year's levy and stated this was a decrease of 0.24% compared to last year.

D) SUBMISSION OF QUARTERLY REPORT FOR PERIOD ENDING JUNE 2019

Alex Meade, City Manager, introduced item. He reported as part of City fiscal transparency, city financial reports were prepared on a quarterly basis in order to maintain our citizens informed. He stated the report was preliminary and unaudited and

prepared by our Finance Department. He stated the report was in their packet and Finance Director, Karla Saavedra, was available for any questions.

E) CITY EVENTS OF INTEREST

Alex Meade, City Manager, introduced item and stated there were no city events to report at this time.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR AUGUST 7, 2019 REGULAR CALLED MEETING AND AUGUST 9, 2019 WORKSHOP MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION AUTHORIZING PHARR POLICE DEPARTMENT TO SUBMIT APPLICATION FOR THE 2020 TXDOT STEP CMV COMPREHENSIVE GRANT (POLICE)**
- C) CONSIDERATION AND ACTION AUTHORIZING PHARR POLICE DEPARTMENT TO SUBMIT APPLICATION FOR THE 2020 TXDOT STEP COMPREHENSIVE GRANT (POLICE)**
- D) CONSIDERATION AND ACTION AUTHORIZING PHARR POLICE DEPARTMENT TO SUBMIT APPLICATION FOR THE 2019 EDWARD BYRNE MEMORIAL JUSTICE GRANT (POLICE)**
- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE HIKE & BIKE PHASE II-RIDGE ROAD UTILITY RELOCATION PROJECT (PROJECT #1819-40-510-C020-301) (ENGINEERING)**
- F) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR CERTIFICATION OF COMMERCIAL VEHICLE AND WEIGHT ENFORCEMENT (POLICE)**
- G) CONSIDERATION AND ACTION, IF ANY, ON A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR, TEXAS AND THE GOVERNMENT OF THE STATE OF ZACATECAS THROUGH THE SECRETARY OF CAMPO-ZACATECAS, MEXICO (BRIDGE)**
- H) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**

1. LEM GROUP, LLC., D/B/A THE BRIDGE BAR & GRILL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.06 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 2, LUVIL, L.L.C. ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 508 WEST IH-2, SUITE 13. CUP#150747
2. CITY OF PHARR, D/B/A TIERRA DEL SOL GOLF CLUB, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A PLANNED UNIT DEVELOPMENT DISTRICT (PUD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A TRACT OF LAND CONTAINING 139.37 ACRES, MORE OR LESS, OUT OF LOTS 225, 226, 238, 239, 240, 241, 242 AND 243 AND ALL LAND COMPRISING OF THE GOLF COURSE, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 700 EAST HALL ACRES ROAD. CUP#160628
3. MARIO ALBERTO TORRES D/B/A ON THE GRILL RESTAURANT, 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 0.075 OF AN ACRE, MORE OR LESS, OUT OF LOT 1, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1201 SOUTH JACKSON ROAD, SUITE 7. CUP#170740
4. R & R CAPITAL INVESTMENT GROUP LLC. REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL-MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.28-ACRE TRACT OF LAND, OUT OF THE N5 ACRES OF THE S15 ACRES OUT OF LOT 121, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3401 NORTH SUGAR ROAD. COZ#190748
5. MARIA DEL CARMEN ALVAREZ REQUESTED A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1) TO A NEIGHBORHOOD COMMERCIAL DISTRICT (N-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 2, BLOCK 1, SAVE AND EXCEPT A 0.02-ACRE TRACT OF LAND OUT OF THE VAN WILLIAMS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 217 WEST SAM HOUSTON AVENUE. COZ#190751

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

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

Ordinance Nos. O-2019-28 and O-2019-29 are filed with the City Clerk's Office.

At this time, Mayor Hernandez, stated they would deviate from the agenda and go into closed session. There was no objection.

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

The time being 4:05 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 10. RECONVENE

The time being 5:57 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF PHARR, TEXAS; MAKING PROVISION FOR THE CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION, INCLUDING AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENTS WITH THE CITY'S BOND COUNSEL (ADMINISTRATION)**

Mayor Hernandez introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING PROCEDURES FOR PUBLIC TESTIMONY (2ND AND FINAL READING) (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-30 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2018-45 PERTAINING TO PUBLIC COMMENTS (2ND AND FINAL READING) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item.

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

At this time, Patricia Rigney, City Attorney, recommended the motions be rescinded to clarify removal of public comments.

Comm. Carrillo and Comm. Guajardo rescinded their motions.

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

Ordinance No. O-2019-31 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-32 RENAMING THE PHARR BEAUTIFICATION COMMITTEE TO KEEP PHARR BEAUTIFUL COMMITTEE (3RD AND FINAL READING) (ADMINISTRATION)

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-32 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2010-33 REGULATING BUSINESS, STORAGE, DISPOSAL, REGISTRATION AND HAULERS FOR TIRES (3RD AND FINAL READING) (PUBLIC WORKS)

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-33 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2017-12 (ANIMAL CONTROL) (3RD AND FINAL READING) (PUBLIC WORKS)

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-34 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPROVING THE CONTINUED RECEIPT OF BINGO PRIZE FEE FUNDS IN ACCORDANCE WITH HOUSE BILL 914 (ADMINISTRATION)

Alex Meade, City Manager, introduced the item.

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

Resolution No. R-2019-42 is filed with the City Clerk's Office.

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ADOPTING RULES OF PROCEDURE FOR PLACEMENT AND REMOVAL OF AGENDA ITEMS FOR CITY COMMISSION AGENDAS (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and recommended approval subject to the following changes. He stated the Mayor or Mayor Pro Tem shall determine the contents of the agenda relating to policy items. The Mayor should transmit these items to the City Manager within the time frame for adding items to the agenda and in time for distribution to the City Commission. He further stated removal and modification of agenda items relating to operational items shall be at the discretion of the City Manager or Deputy City Manager.

Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and (2) nays. Comm. Medina and Comm. Guajardo voted against the motion.

Resolution No. R-2019-43 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING THREE (3) MEMBERS TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS (ADMINISTRATION)

Alex Meade, City Manager, introduced the item. He stated the terms of Mayor/Board President Ambrosio Hernandez, Commissioner Ramiro Caballero and Commissioner Ricardo Medina would expire on September 18, 2019 and recommended reappointment.

Comm. Carrillo moved to reappoint Mayor Ambrosio Hernandez, Commissioner Ramiro Caballero and Commissioner Ricardo Medina to the Pharr Economic Development Corporation II. Comm. Guajardo seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

Resolution No. R-2019-44 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

A) SUBMISSION AND CERTIFICATION OF EFFECTIVE AND ROLLBACK TAX RATE PER HIDALGO COUNTY APPRAISAL DISTRICT FOR TAX YEAR 2019 (FINANCE)

Alex Meade, City Manager, introduced the item. He briefly explained Hidalgo County Appraisal District issues benchmark tax rates to compare the existing tax rate with last year's rate, and effective and rollback rates. He stated this was for information purposes only and to have a benchmark when considering a proposing for new tax rate.

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

B) DISCUSSION AND ACTION FOR VOTE ON PROPOSED TAX RATE INCREASE AND SCHEDULE PUBLIC HEARINGS (FINANCE)

Alex Meade, City Manager, introduced the item. He briefly explained all municipalities were required to hold two public hearings whenever the proposed tax rate exceeded the effective tax rate and a record vote had to be taken. He recommended approval of the proposed tax rate and announced the dates of the public hearings. He

stated the first public hearing would take place on September 3, 2019 at 4:00 p.m. and the second public hearing would take place on September 9, 2019 at 4:00 p.m.

Comm. Guajardo **moved** to approve the proposed tax rate increase of .7176¢; Comm. Carrillo **moved** to approve the proposed tax rate increase of .7176¢; Comm. Caballero **moved** to approve the proposed tax rate increase of .7176¢; Mayor Hernandez **moved** to approve the proposed tax rate increase of .7176¢; Comm. Chavez **moved** to approve the proposed tax rate increase of .7176¢; Comm. Medina **moved** to approve the proposed tax rate increase of .7176¢; and Comm. Flores **moved** to approve the proposed tax rate increase of .7176¢. The motion carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR ENERGY CONSULTANT SERVICES (PROJECT #1819-01-510-S029-235) (PURCHASING)

Alex Meade, City Manager, introduced the item and reported four (4) bids were received for energy consulting services. He stated three of the four bidders were lacking required information and were declared non-responsive and only one bidder completed the bid packet. He recommended to award the service contract to Marco Arredondo, Inc. for professional electricity consulting services related to the procurement and delivery of electricity for its facilities with the option to extend the contract for two (2) additional years, in one (1) year increments, and subject to satisfactory performance and the negotiated prices remain firm.

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

D) CONSIDERATION AND ACTION, IF ANY, ON COUNTER OFFER FOR THE LAND ACQUISITION OF LOT 3, LUVILL LLC ESTATES, PHARR, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

Alex Meade, City Manager, introduced the item. He explained certain property was necessary for the furtherance of road improvements and associated projects that would be beneficial to the residents of Pharr. He stated an initial offer of \$320,000 was made to the property owner as indicated in the appraisal report and the property owner had responded with a request of \$609,000 plus taxes for three years. He further stated staff recommended a final counter offer of \$385,000.

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

ITEM 7. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, ON ACQUISITION OF TECHNOLOGY EQUIPMENT FOR THE PHARR POLICE DEPARTMENT (PROJECT #1819-01-512-IPQ077-001) (POLICE)

Alex Meade, City Manager, introduced the item and stated this was to replace mobile data terminals, body worn cameras, in-car recording system, criminal investigation interview room, and building surveillance cameras. He further stated the current equipment was outdated and recommended approval.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION IF ANY ON AGREEMENT WITH PHARR SAN JUAN ALAMO SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES (POLICE)

Alex Meade, City Manager, introduced the item and stated Pharr-San Juan-Alamo Independent School District would reimburse the City for the police officers' salary at a rate of not less than \$21,691.21 for each officer per year until January 31, 2020. He stated this amount would be earned on a per day basis at the rate of \$246.46 not to exceed 88 instructional school days for the total of \$173,529.68. Additionally, a normal work day would consist of 8.25 hours that would be determined by Police Administration and the respective campus principals and recommended approval.

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

B) CONSIDERATION AND ACTION IF ANY OF AGREEMENT BETWEEN THE PHARR POLICE DEPARTMENT AND PHARR SAN JUAN SCHOOL DISTRICT FOR POLICE K-9 SERVICES (POLICE)

Alex Meade, City Manager, introduced the item and stated Pharr-San Juan-Alamo Independent School District would reimburse the City for the K9 team's salary at a rate of not less than \$50.00 for each hour the K9 team is used. He stated the agreement would cover until the end of the school year on May 24, 2020. He added this amount would be earned on an hourly basis not to exceed 168 instructional school days and the normal workday would consist of 8 hours to be determined by police administrators and respective campus principals. He further recommended approval.

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

C) CONSIDERATION AND ACTION IF ANY ON AGREEMENT WITH VALLEY VIEW INDEPENDENT SCHOOL DISTRICT FOR POLICE K-9 SERVICES (POLICE)

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

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

D) CONSIDERATION AND ACTION, IF ANY, REJECTING ALL BIDS FOR THE CITY OF PHARR MONUMENT SIGNAGE PROJECT (PROJECT NO. 1819-40-510-C015-019) AND AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE FOR BIDS ON AWARD OF CONTRACT (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated formal bids were opened on August 8, 2019 and there were two respondents to the solicitation. He stated bids received ranged from \$128,429 to \$139,505 bids came-in over budget. Therefore, he recommended rejecting all bids and authorize staff to re-advertise.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:10 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

MINUTES: REGULAR MEETING
AUGUST 19, 2019

ON THIS THE 19th DAY OF AUGUST 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, 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 #: 6.B.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action on request from St. Margaret Mary Catholic Church for street closures for their Annual Jamaica on October 5-6, 2019.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: St. Margaret Mary Catholic Church is requesting the closure of the 100 block of W. Juarez between Cage and Aster for the annual church festival on Saturday October 5 and Sunday October 6, 2019.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza
Edward Chavez
Ricardo Pedraza
City Management Office

Created/Initiated - 8/27/2019
Approved - 8/27/2019
Approved - 8/27/2019
Final Approval - 8/29/2019



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

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

Date of Event: Sat. 10-5-2019 + Sun. 10-6-2019.
Type of Event: ☐ Parade ☐ Walk-A-Thon ☐ Other Annual Jamaica.
NAME OF CONTACT PERSON: Rev. Raymond Nawachu Kwon.
ORGANIZATION (IF APPLICABLE): St. Margaret Mary Catholic Church.
ADDRESS: 122 W Hawk Ave. CITY: Pharr ZIP CODE: 78577.
PHONE NO.: (956) 787-8563. CELLULAR PHONE: _____
FAX NO.: _____ E-MAIL: _____

PURPOSE AND DESCRIPTION OF EVENT:

Annual church festival to raise funds.

START TIME: _____ END TIME: _____
ROUTE TO BE TRAVELED OR UTILIZED (**Attach Site & Traffic Plan**) _____

Starting Location: Close street, 100 block of W. Juarez, between N Cage +
Ending Location: N. Aster.

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

Is the event insured? ☒ Yes ☐ No
If yes, Insurance Company Information Catholic Mutual Contact #: (956) 787-8563.

Applicant Signature: X [Signature] REC'D _____
CC _____

Date Received: 8/26/19 **FOR CITY USE ONLY:** **AUG 26 2019**

City Commission: _____ APPROVED _____ DENIED _____
CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

City Manager's signature

Date

NORTH CAGE BLVD

N
W
E

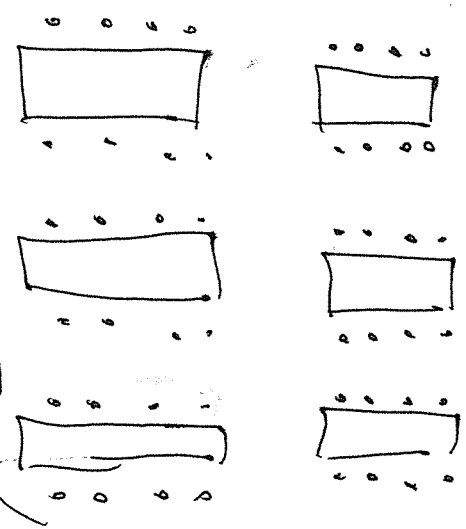
100 BLOCK W. SUAREZ AVE.

STAGE FOR MUSIC

FOOD | BOOTHS | RASPAS | ETC.

Ticket Booth.

TABLES & CHAIRS.



HAMBURGERS.

Childrens Games.

CHILDREN'S GAMES

BBQ CHICKEN SALES

FOOD | BOOTHS.

Church

100 BLOCK W HAWK AVE



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action on request to advertise with Inbound Logistics for \$50,000 for 12 months. (Project No. 1819-70-510-S033-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Advertise with Inbound Logistics for 1 year.

Financial Consideration: \$50,000 total for 12 months.

Staff Recommendation: Approval to continue advertising with Inbound Logistics and participate in their supply chain leaders conferences and meetings, which gives us a unique platform on international trade panels to introduce the Pharr International Bridge to different industries, in different regions, to key industry leaders. Part of the package includes an online logistics planner profile, social network support including Twitter, LinkedIn & Facebook, DiaLog eNewsletter, 2 website banner ads and Podcasts.

Alternatives: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 8/27/2019

Approved - 8/27/2019

Approved - 8/27/2019

Approved - 8/28/2019

Final Approval - 8/29/2019

inbound logistics

Mrs. Vanessa Guzman.
Marketing.
Pharr International Bridge, Texas.

Guillermo Almazo.
Publisher Inbound Logistics LATAM.
305-833-5372 Publisher@il-latam.com



print • web • digital • tablet • mobile • newsletter • networking

Platform IL



68,000+
Audited
subscribers

MAGAZINE EDITIONS

Reach responsive and motivated readers who understand total cost of logistics ownership and who need the best services and solutions to stay competitive.



18,000+
Audited
Monthly
Subscribers*

DIGITAL EDITIONS

On mobile phone, tablets, and desktop, your branding and sponsored content message reaches responsive readers any way they want it.

(Plus an additional 10,000+ monthly unaudited readers)



15,000+
Audited
Users

APPS

Whether on Apple or Android, your branding and sponsored content will reach a captive and responsive audience in the IL app ecosystem.



100,000
Audited
Monthly
Visitors

WEBSITE

With approximately 180,000 audited page views per month, Amazon Alexa ranks inboundlogistics.com in the top 1% of all websites in the world.



150,000 to
200,000
Audited
Recipients

DIALOG NEWSLETTER

IL's audience of readers responds to a variety of e-newsletters to fit your marketing mission—from custom content to whitepapers to leadgen, and across all industries and titles.



200,000+
Audited
Reach

WHITEPAPERS

Promote your whitepapers across IL's entire platform—magazine editions, e-newsletters, apps, and evergreen on inboundlogistics.com.



326,000+
Audited
Followers

LINKEDIN BUSINESS NETWORK

Generate instant response by posting your brand, sponsored content, or solutions on the largest LinkedIn audience in B2B publishing audited by BPA.



95,000
Audited
Narrowcasts

PODCASTS

In the plane, train, or automobile, you'll reach top decision-makers with your thought leadership and solutions expertise when and where they want it. Also featured on Amazon Alexa on demand.



30,000+
Audited
Views

VIDEO

Leverage your video investment on IL's YouTube channel or by including a corporate video in your Logistics Planner Profile.



54,000+
Audited
Followers

SOCIAL MEDIA NETWORK

Need quick exposure to promote a post, whitepaper, video, or expansion announcement? Tap into IL's robust and responsive Twitter and Facebook network, which logs approximately 100 user interactions daily.

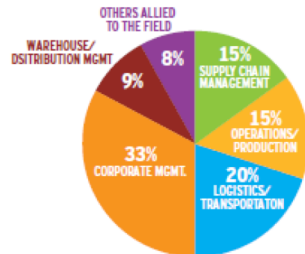
All Channels are audited by BPA Worldwide

Who Sees Your Ad?

INBOUND LOGISTICS READERS:

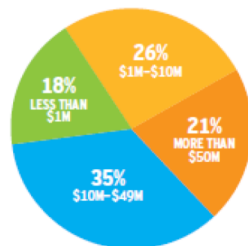
- » Corporate Management
- » Logistics, Transportation, and Supply Chain Management
- » Purchasing, Operations, Marketing, and Inventory Management
- » Manufacturers, Retailers, Wholesalers/ Distributors, Transportation Carriers, and 3PLs
- » A mix of Fortune 1000, mid-sized, and smaller companies

WHO SEES YOUR AD? They all do! These are the job titles of *Inbound Logistics* readers. Sell your solutions to the entire team, from CEO to front line operations managers:



OUR READERS ARE BUYERS!

Look at what *Inbound Logistics* readers spend on transportation and logistics each year:



INBOUND LOGISTICS READERS BUY:

- » Transportation, Logistics & Supply Chain Services
- » Supply Chain Technology Services
- » Outsourcing Services
- » Equipment
- » Materials Handling Systems
- » Site Location /Logistics Real Estate Services
- » Warehousing & Distribution Services
- » Fleet Services
- » Global Shipping Services, and more

READER COMPANIES INCLUDE:

3M	GE Appliances
Amazon	General Mills
American Airlines	Hershey Company
Apple	Hyundai-Kia
Bacardi	Johnson & Johnson
Best Buy	Kellogg's
Big Lots	Keurig
Blue Apron	Lancaster Foods
Campbell Soups	Mastercard
Carnival Cruise Lines	Microsoft
Carvel	Nestle Purina
Chevron	Nike
Coca Cola	Ocean Spray
Colgate Palmolive	Pepsi
Costco	Procter & Gamble
CVS	Raytheon
Del Monte	Sherwin Williams
Disney	Target
Dole	Tesla
Dollar General	US Air Force
Dow Chemical	Weyerhaeuser
Dunkin' Donuts	Walgreens
Elizabeth Arden	Walmart...
ExxonMobil	
Fiat Chrysler	...and many more

Inbound Logistics Advertising Options

Program / Oct 2019 – September 2020

5 Web ads.

2020 Planner.

5 newsletter ads.

4 Inbound Logistics Full Page ads.

6 Inbound Logistics Latam Full Page ads.

3 Network Postings.

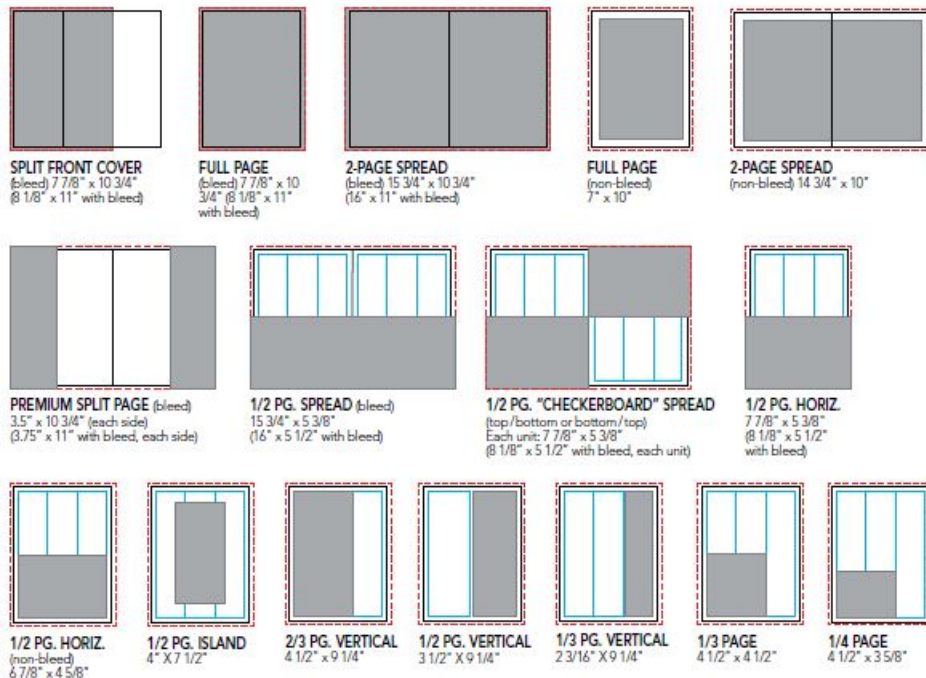
SCLM Gold Sponsorships Mexico & Miami.

Definitions.

Web	inboundlogistics.com one month flight each.
E-newsletter	DiaLog transmission to 150,000 recipients.
SC Insights	e-newsletter broadcast to 150,000. recipients
Editions	print,digital,web magazines US, Mexico, Canada & Globally
Networks	400,000 network connection's per each broadcast
Podcast	IL Interviews, edits,produces,distributes – 1000 downloads

TOTAL \$50,000.00

Advertising



Print / Digital and App Magazine Editions

- Advertising placed within or next to editorial content.
- Full Page and Fractional Ads.
- Premium Positioning, Tip-ins, Split Front Covers, Belly Bands and more are also available.

Download Issues at:

- bit.ly/DIGITALIssues

- See Rate Card



InboundLogistics.com

Banners:

- Super Leaderboard & Anchored Super Leaderboard (970 x 90)
- Leaderboard (728 x 90)
- Top & Bottom Banners (600 x 60)
- Boxes, In Article Box (300 x 250)

Ways to Buy:

- Home Page Only
- Run of Site with Home Page
- ROS without Home Page
- Purchased on a flat rate basis for the month at 50% Share of Voice (SOV) within the position.
- www.InboundLogistics.com
- See Rate Card



Podcast

A 30 minute podcast designed to share ideas and insight from industry's experts through thoughtful analysis of the market, coming trends, potential trouble spots, and more.

- Currently available on iTunes, Google Play, Echo Tuneln, iHeartRadio, PlayerFM and SoundCloud.
- Web and social media distribution.
- bit.ly/IBLPodcast
- Podcast = **\$2000**



Supply Chain Insights

A collection of industry best practices papers, solution briefs, videos and whitepapers.

Platform Distribution:

- 150,000 Recipients
- Print, Digital & App editions.
- Web, newsletter and social media distribution.
- Optional Podcast add on available.
- Inbound Logistics template and hosting also available.
- bit.ly/WPDNews
- Position based pricing - \$2275 to \$1775



Dialog

Inbound Logistics content newsletter.

- 150,000 Recipients
- Banners and Skyscrapers available:

Premium Banner	600 x 60
Standard Banner	468 x 60
Skyscraper	120 x 600
Half Skyscraper	120 x 240
In-Line Ad	Text
- bit.ly/DiaLogEnews
- Position based pricing - \$775 to \$2800



The Logistics Planner

The Logistics Planner is the premier supply chain and logistics resource and a guide to the market leaders.

Package:

- Full Page – Ad, KnowledgeBase, etc.
- Company Profile
- Print, Digital, App and Web

Extras:

- Online Lead Generation Tool
- Social Media Distribution of Profile
- Bonus Trade Show Distribution

- **\$8250**
- Add a Video @ \$995 Net

- bit.ly/LogisticsPlnr

Company Profile

Print,
Digital &
App

Web
Add A Video

2018
LOGISTICS PLANNER

NFI

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Sidney R. Brown
Chief Executive Officer

Mission
We free each of our customers to focus on their core business by managing commerce and "delivering the goods." Our people make our solutions seamless through their uncompromising commitment to excellence and their can-do spirit.

Values

- Integrity
- People
- Customer Service
- Entrepreneurship
- Performance
- Social Responsibility

Industry-Leading Supply Chain Solutions

As one of North America's top supply chain solutions providers, NFI's award-winning services deliver the competitive advantage you need as a leader in your industry. Allow NFI to be the driving force as a partner in your business, engineering integrated solutions that leverage insights from experience that spans since 1932.

NFI provides the flexibility, agility, and quick decision-making needed to increase speed to market. Our uniquely engineered solutions are specifically designed for a variety of industries including retail, food & beverage, e-commerce, manufacturing, industrial, automotive, and healthcare.

Distribution

NFI operates more than 41.5 million square feet of warehousing across North America. Meeting the needs of your products, NFI provides specialized services such as cross-docking, automation, e-commerce, ambient, temperature-controlled storage, and food-grade facilities. During peak and seasonal surges, NFI can provide you with the flexibility to continually meet demand.

Transportation

NFI's unique combination of asset-based and non-asset based transportation solutions provide you with a variety of options that can be integrated for your needs and allow you to focus on your core business. With solutions that span dedicated transportation, brokerage, transportation management, intermodal, and drayage, NFI can engineer world-class solutions and optimally optimize specialized services that match your products' specific requirements.

Global Logistics

Connect your domestic operations with international trade by leveraging NFI's air/ocean freight forwarding, port drayage, transloading, deconsolidation, and customs examination capabilities. With a significant presence at nearly every major U.S. port, NFI provides you with the seamless transition of goods from import to port to final destination in North America.

Real Estate

As a 3PL, NFI gives a unique perspective on knowing what it takes to build and develop modern distribution centers. NFI specializes in providing state-of-the-art facilities that offer flexibility and expansion opportunities as your business grows. With the ability to rapidly procure space and utilize incentives, NFI can be your partner in construction, development, and leasing.

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contact@NFIindustries.com
www.NFIindustries.com

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NFI

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LinkedIn Profile

NFI
NFI is a fully integrated supply chain solutions provider headquartered in Cherry Hill, N.J. Privately held by the Brown family since its inception.

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6,993 likes
Like Page
Be the first of your friends to like it

Twitter Feed

NFI Industries @NFIindustries
The @NFI, season mode off 100%! Who will you be cheering for? Let us know @NFIindustries

NFI Industries @NFIindustries
100% dedicated to your success. Check out the NFI exclusive free e-book. bit.ly/24H820V #NFIweek

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Industry-Leading Supply Chain Solutions

As one of North America's top supply chain solutions providers, NFI's award-winning services deliver the competitive advantage you need as a leader in your industry. Allow NFI to be the driving force as a partner in your business, engineering integrated solutions that leverage insights from experience that spans since 1932.

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Pallet Systems Special Report

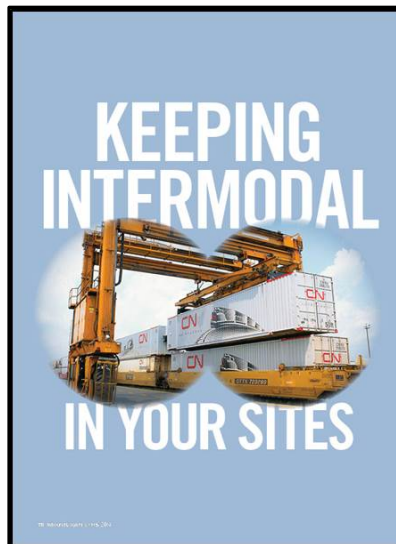
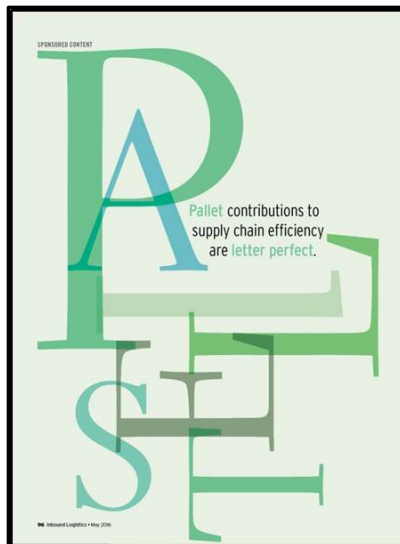
- Discusses the power of pallets and how strategic use can promote supply chain efficiency.
- Package includes full page ad and advertorial interview.
- Print/Digital/App editions with web, newsletter and social media distribution.
- May. bit.ly/ILPalletSupplement

Rail / Intermodal Special Report

- Reviews supply chain investment in and maintenance of U.S. rail and intermodal infrastructure.
- Package includes full page ad and advertorial interview.
- Print/Digital/App editions with web, newsletter and social media distribution.
- May. bit.ly/IntermodalRailSites

Chemical Logistics Report

- An in-depth look at the chemical supply chain by *Inbound Logistics* and *Chemical Week*.
- Includes 2 full page ads and advertorial interview.
- Print/Digital/App editions with web, newsletter and social media distribution.
- June. bit.ly/ChemicalLogistics. \$9250 Net.



Cross Border Trade Report

- Reviews U.S. – Canadian trade.
- Package includes full page ad and advertorial interview.
- Print/Digital/App editions with web, newsletter and social media distribution.
- July. bit.ly/CanadaCrossBorder

Tax, Energy & Land Incentives

- Economic Development special report.
- Package includes full page ad and advertorial interview.
- Print/Digital/App editions with web, newsletter and social media distribution.
- August. bit.ly/2x62x2f

Freight Payment / Audit Report

- Savings in the supply chain by using experts in the field.
- Package includes full page ad and advertorial interview.
- Print/Digital/App editions with web, newsletter and social media distribution.
- September. bit.ly/FrtPayAudit



H.O.W.

- Help is on the way! “How-to” best practices editorial written by IL, sponsored by you!
- Full page ad, topic choice & background interview.
- Print/Digital/App editions with web, enews and social media distribution.
- November. bit.ly/HelpOnWay. \$8250 Net.

Above & Beyond

- Customer success story case study.
- Full page ad with bonus full page case study. Print/Digital/App editions with web, enewsletter and social media distribution.
- December. bit.ly/ILAboveBeyond. Bonus Page \$995 Net.

Regional Supplements

- Alaska, Florida, Georgia, Nebraska, Memphis and St. Louis with more expected.
 - Full page ad with advertorial interview.
 - Print/Digital/App editions with web, newsletter and social media distribution.
 - Miscellaneous months.
- bit.ly/StLouisEcoDev

How to Implement a Successful Retail Omni-Channel Logistics Operation in Asia Pacific

**HOW TO
GAIN THE EDGE**

How to Implement a Successful Retail Omni-Channel Logistics Operation in Asia Pacific

EVERY ASIAN E-COMMERCE CONTRIBUTOR IN EXPANDING RETAIL LOGISTICS OPERATIONS OUTSIDE OF THE COUNTRY, Asia Pacific will be the most ideal location. Not only does the region offer more than a 3.5 billion potential net consumer, but the Asian-based markets highly popular among its residents.

To access these buyers, retailers need to have their brick-and-mortar stores and/or R2D channels by establishing a good presence and meeting some of the region's specific demands—combined with e-commerce and handling R2D situations.

In the building physical-commerce, company brands will become more integral to retail customers only in Asia-Pacific, companies will always have to meet their imports and stored at their locations, offices or shops, as they are prepared to advance for multi-sellers.

Shortly after creating their own websites, companies should also consider plugging into local e-commerce platforms such as Taobao.com, a retail website for 100 million users, offering more than half of China's R2D retail market.

As consumers conduct their purchases and inquiries, and given their businesses in the region, they would want to have a much visibility on their inventory as they are able to track the shipment from the point in which they are meeting end-time data and updates as they are being sent in the United States.

Though visibility companies can increase the business to retain new sales, and have complete transparency into information concerning their sales, expectations, inventory, location, they may still find it difficult to manage their retail and shipping their e-commerce sites with their respective processes—by a key component to successfully implement a more unified operation.

There is no doubt about it, omni-channel logistics can be downright challenging, especially in an overseas region. But by having a good grasp of their retail and shipping visibility into their inventory and distribution, companies can develop their portfolios and compete in the global economy long term.

HONG KONG AND CHINA: BUSINESS AND E-COMMERCE MECCAS

Complete planning an expansion into Asia Pacific for the first time should start with considering the Hong Kong and Mainland China market. Hong Kong has been recognized by IDC as the top e-commerce hub in the region after the United States.

● **FAST GROWING** Hong Kong is considered one of the most competitive hubs of e-commerce, offering a lot of e-commerce services to the Asia-Pacific market, and companies can take advantage of it to sell within the region.

● **CONSUMER IN CHINA** China's e-commerce market is anticipated to be valued between \$100 billion and \$200 billion by 2020.

USING THE RIGHT LOGISTICS PARTNER

Companies currently spend 25 percent more on the Asia Pacific market than on the US market.

● **3 DIVERSIFY MANIFESTATIONS** There is a lot of variation for companies looking to expand around shore and R2D capabilities. Consider the following 3 types of retail distribution to determine how to best manage Asia, by 2017, 20% of the population will be R2D.

● **10% HYBRID** Due to the limited capacity, R2D in Hong Kong is viewed as a good option for R2D. R2D in Hong Kong, as mentioned in an Asian Market Report, Singapore, will be the most competitive for R2D.

38 | Retail Logistics | November 2015

[illegible]

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The most powerful word in the language of logistics is **location**. It's a word heard over and over again in **St. Louis**. But **location** is just the beginning of the story.

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Other Advertising Options

- **Digital Edition Sponsorship** - Your logo and sponsorship message pop-up ad along with your logo and sponsorship message in the digital issue announcement email. Also includes trim tab branding on each and every editorial page. Visit: http://bit.ly/IL_Digital_Sponsorship and download one of the highlighted items for a full look! \$3995 Net.
- **Social Media Program:** LinkedIn, Twitter & Facebook – 2 releases per program. (LinkedIn posts must be content based.) YouTube Video Distribution also available. \$1000 Net.
- **Inbound Logistics LATAM** - Spanish language logistics publication, newsletter and web site for Mexico, Latin and South America, delivering 15,000+ readers to a base of important decision makers. Visit <http://bit.ly/1j9b2kP> to download a digital example.
- **Product Showcase** – ½ page ad highlighting up to three products. Print, Digital and App. \$1100
- **Web_Cite City** – Web, Print, Digital – company profile and screen capture of web site in print and digital editions for one month and online for one year. Visit: <http://bit.ly/uaZfd3>. \$500 Net.
- **Supply Chain Solutions** – 1/8th Page, ½ Page, Full Page: \$450 to \$1000 Net.

^{inbound} logistics



print • web • digital • tablet • mobile • newsletter • networking



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: August 26, 2019

MEETING DATE: September 3, 2019

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action authorizing City Manager to execute contract with Pyro Shows of Texas for live fireworks display for City of Pharr Salute to Veterans on Saturday, November 9, 2019 in the amount of \$12,000. (Project No. 1819-01-530-IPQ080-003)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr wishes to honor Veterans with a live, fireworks display on Saturday November 9, 2019. Pyro Shows of Texas has submitted proposal most beneficial for City of Pharr investment of \$12,000. City Attorney has reviewed and approved contract.

Financial Consideration: Amount to be invested, if approved, is \$12,000 which has been budgeted for this event.

Staff Recommendation: Staff Recommends Approval

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 8/26/2019
Approved - 8/27/2019
Approved - 8/28/2019
Final Approval - 8/29/2019

Contract Agreement

This Agreement made this 12th day of August 2019, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, 76135, and hereinafter referred to as “**PYRO SHOWS OF TEXAS**” and **City of Pharr** with its principle place of business located at 118 S. Cage Blvd., Pharr, in the State of Texas, hereinafter referred to as “Customer”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a firework display, hereinafter referred to as “Show”, pursuant to the project/sales order #19-TX-11-09-C-12000-000141 dated this 12th day of August 2019. The Show will be given on the 9th day of November 2019. Rain date/postponement date: **Sunday, November 10, 2019.**
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Parties hereby submit themselves to the jurisdiction of said Courts and waives their rights to proceed against each other in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- VIII. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.



- IX. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- X. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XI. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XII. **PAYMENT TERMS:** City of Pharr shall pay PYRO SHOWS \$12,000 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$6,000) upon return of signed contract by September 9, 2019. Balance will be due in the PYRO SHOWS office prior to day of show.
- XIII. **GOVERNING LAW.** This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by, the laws of the State of Texas. Venue for any legal proceeding, cause of action or suit arising out of or related to this Agreement shall exclusively lie with a court of competent jurisdiction in Hidalgo County, Texas, any legal proceeding, cause of action or suit arising out of or related to this Agreement shall be exclusively brought in any court of competent jurisdiction in Hidalgo County, State of Texas, and for this purpose each party expressly and irrevocably consents to the exclusive jurisdiction of said courts.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____
Chad Stanley, General Manager

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing the submission of an 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 10% for a total reduction of 90%. This will reduce the Local Participation amount from approximately \$834,710 to \$88,471

Financial Consideration: Cost Reduction in the Local Participation amount from \$834,710 to \$83,471

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

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 8/27/2019

Approved - 8/29/2019

Approved - 8/30/2019

Final Approval - 8/30/2019

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



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-22

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 2 lane with continuous left turn and shouldersADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The 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 COMPONENTS

TOTAL ADJUSTMENT- **90**

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$4,173,551.00	20%	\$834,710.20	\$83,471.02
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$4,173,551.00		\$834,710	\$83,471

Approved by: _____ Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action authorizing the submission of an Economically Disadvantaged County (EDC) Program Application for the PSJA Tri-City Pedestrian Safety Improvements Project Phase II CSJ#0921-02-432.

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 10% for a total reduction of 90%. This will reduce the Local Participation amount from approximately \$324,034 to \$32,403

Financial Consideration: Cost Reduction in the Local Participation amount from \$324,034 to \$32,403

Staff Recommendation: Staff recommends approval of the Economically Disadvantaged County (EDC) Program Application for the PSJA Tri-City Pedestrian Safety Improvements Project Phase II CSJ#0921-02-432

Alternatives: N/A

ROUTING:

Omar Anzaldua
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 8/27/2019
Approved - 8/30/2019
Approved - 8/30/2019
Final Approval - 8/30/2019

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



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)? 70,400

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-432
ESTIMATED LETTING DATE	August-22

On-System? (Circle as appropriate) YES or ☐ NO

LOCATION AND LIMITS - Give highway number with limits to and from.

PSJA Tri-City Pedestrian Safety Improvements (Phase II)

(At various locations within the Cities of Pharr, San Juan, and Alamo)

PROJECT SCOPE- Give type of work.

Construction of sidewalks

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

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

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- **90**

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$1,620,170.00	20%		\$324,034.00	\$32,403.40
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL	\$1,620,170.00			\$324,034	\$32,403

Approved by: _____ Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend Supply Contract with Martin Product Sales d/b/a Martin Asphalt Co. for Construction Materials Prime Coat MC-30 and RC-250 Tack Coat. (Project No. 1718-01-528-IPQ031-139)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Martin Product Sales dba Martin Asphalt Co. for Construction Materials Prime Coat MC-30 and RC-250 Tack Coat. (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract with Martin Product Sales dba Martin Asphalt Co., from Houston, Texas, for an additional year with no increase to the original unit pricing. The will be the second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 8/27/2019
Approved - 8/27/2019
Approved - 8/27/2019
Approved - 8/29/2019
Final Approval - 8/29/2019

**EXTENSION OF AGREEMENT
FOR PRIME COAT MC-30 AND RC250 TACK COAT**

THIS EXTENSION OF AGREEMENT FOR PRIME COAT MC-30 AND R250 TACK COAT, made and entered into the _____ day _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Martin Product Sales dba Martin Asphalt Co.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 3 Riverway, Suite 1250, Houston, TX 77056.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Prime Coat MC-30 and RC250 Tack Coat dated, September 25, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for Prime Coat MC-30 and RC250 Tack Coat to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-IPQ031-139** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 25, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for Prime Coat MC-30 and RC250 Tack Coat has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Martine Product Sales dba Martin Asphalt.**

MARTIN PRODUCT SALES DBA MARTIN ASPHALT

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend Service Contract with Pavement Markings, Inc. for city-wide Pavement Marking Services. (Project No. 1718-01-517-C006-147)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Pavement Markings, Inc. for City-wide Pavement Marking Services. (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the service contract with Pavement Markings, from Donna, Texas, for an additional year with no increase to the original unit pricing. This will be the second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez

Created/Initiated - 8/27/2019

Veronica Gutierrez

Approved - 8/27/2019

Patricia Rigney

Approved - 8/27/2019

Karla Moya

Approved - 8/28/2019

City Management Office

Final Approval - 8/29/2019

**EXTENSION OF AGREEMENT
FOR PAVEMENT MARKINGS FOR PUBLIC WORKS**

THIS EXTENSION OF AGREEMENT FOR PAVEMENT MARKINGS FOR PUBLIC WORKS, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Pavement Markings, Inc.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 7010 N. FM 493, Donna, TX 78537.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Pavement Markings for Public Works dated, August 31, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for pavement markings to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-517-C006-147** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of August 31, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for Pavement Markings for Public Works has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Pavement Markings, Inc.**

PAVEMENT MARKINGS, INC.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.I.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend interlocal agreement between the City of Pharr and the City of Weslaco for animal care services. (Project No. 1718-01-517-S030-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Renewal of interlocal agreement between the City of Pharr and the City of Weslaco for animal care services is required for the 2019-2020 fiscal year.

Financial Consideration:

Staff Recommendation: Staff recommends renewal with the City of Weslaco for Interlocal Agreement for the continuation of Animal Care Services

Alternatives:

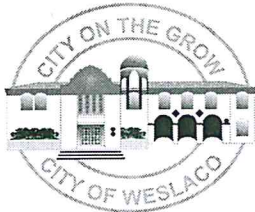
ROUTING:

Ricardo Pedraza
Patricia Rigney
Karla Moya
City Management Office

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

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

REC'D
CC

AUG 27 2019

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

August 22, 2019

CITY OF PHARR
Attn: Ms. Hilda Pedraza, City Clerk
118 S. Cage Blvd.
Pharr, Texas 78577

Dear Ms. Pedraza:

At their regular meeting of August 20, 2019, the Weslaco City Commission approved an Interlocal Cooperation Agreement with the City of Pharr for Animal Care Services and authorized the Mayor to execute any related documents.

Enclosed please find in duplicate the agreement as executed by Mayor David Suarez; kindly execute, retain a copy and return agreement to the City for its records.

Note the City does not consider any agreement in effect until filed fully executed.

Should you have any questions, please do not hesitate to call me at (956) 968-3181, Ext. 1103.

Sincerely,

Myra L. Ayala
City Secretary
MLA/mv

C: Rebekah de la Fuente, Planning/Code Enforcement Director

INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PHARR** a Home Rule Municipal Corporation, hereinafter referred to as “**PHARR**”, located at 118 S. Cage Blvd. Pharr, Hidalgo County, Texas 78577.

RECITALS

WHEREAS, PHARR desires to engage with CITY for the provision of certain professional services, therefore CITY and PHARR mutually agree as follows:

SECTION I CONTRACT AGREEMENT

CITY agrees to provide PHARR Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to PHARR.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and PHARR must provide individual door tags for each animal brought into CITY'S facility.

D. PHARR must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. PHARR must give CITY prompt written notice whenever PHARR observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Pharr may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF PHARR
Ricardo Pedraza, Public Works Director.
1015 E Ferguson Ave.
Pharr, Texas 78577

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PHARR may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

PHARR agrees to pay CITY for services contracted herein as follows:

- A. PHARR shall pay CITY \$55.00 per animal impounded at CITY'S shelter.
- B. PHARR shall pay CITY \$45.00 per deceased animal taken to CITY'S shelter.
- C. PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. PHARR citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. PHARR shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. PHARR shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PHARR'S invoice.

PHARR will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2019 and shall continue in full-force and effect through October 1, 2020.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

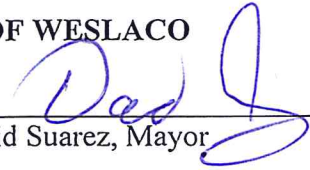
If PHARR cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PHARR.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

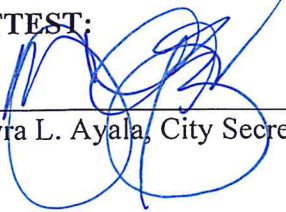
IN WITNESS WHEREOF, CITY and PHARR have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

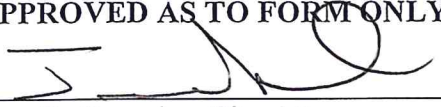
BY: 
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:


Myra L. Ayala, City Secretary

APPROVED AS TO FORM ONLY:


Juan E. Gonzalez, City Attorney

CITY OF PHARR

BY: _____
Dr. Ambrosio "Amos" Hernandez, Mayor

City Of Pharr
118 S Cage Blvd.
Pharr, Texas 78577
956-402-4000

ATTEST:

Hilda Pedraza, City Clerk

APPROVED AS TO FORM ONLY:

Patricia Rigney, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.J.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the City Manager to extend the Supply Contract with Frontera Materials, Inc. for the Purchase and Delivery of HMAC, Cold Mix, and Caliche. (Project No. 1718-01-528-SP007-115)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Frontera Materials for HMAC, Cold Mix, and Caliche. (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract agreement with Frontera Materials, from Elsa, Texas, for an additional year with no increase to the original unit pricing. This will be the second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez

Created/Initiated - 8/28/2019

Veronica Gutierrez

Approved - 8/28/2019

Patricia Rigney

Approved - 8/28/2019

Karla Moya

Approved - 8/29/2019

City Management Office

Final Approval - 8/29/2019

**EXTENSION OF AGREEMENT
FOR HMAC, COLD MIX, AND CALICHE**

THIS EXTENSION OF AGREEMENT FOR HMAC, COLD MIX, AND CALICHE, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Frontera Materials, Inc.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at P.O. Box 1449, Elsa, TX 78543.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for HMAC, Cold Mix, and Caliche dated, September 25, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for HMAC, Cold Mix, and Caliche to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-SP007-115** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 25, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for Disaster Debris Clearance and Removal Services has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Frontera Materials, Inc.**

FRONTERA MATERIALS, INC.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.K.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Core & Main LP (HD Supply Waterworks, Ltd.) for the Purchase & Delivery of RCP, Manholes, & Inlets. (Project No. 1718-01-528-IPQ033-242)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with Core & Main LP, f/k/a HD Supply Waterworks, Ltd. for RCP, Manholes, & Inlets (Items 11, 21, 22, and 24). (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract agreement with Core & Main LP, f/k/a HD Supply Waterworks, Ltd., from McAllen, Texas, for an additional year with no increase to the original unit pricing. This will be second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

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

**EXTENSION OF AGREEMENT
FOR RCP, MANHOLES, & INLETS**

THIS EXTENSION OF AGREEMENT FOR RCP, MANHOLES, AND INLETS, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Core & Main LP, f/k/a HD Supply Waterworks, Ltd.**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 100 N 1st Street, McAllen, TX 78502.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for RCP, Manholes, and Inlets, September 24, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for RCP, Manholes, and Inlets to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-IPQ033-242** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 24, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for RCP, Manholes, and Inlets has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Core & Main LP, f/k/a HD Supply Waterworks, Ltd.**

Core & Main LP, f/k/a HD Supply Waterworks, Ltd.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.L.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with Rio Valley Pipe, LLC dba CAPA for the Purchase & Delivery of RCP, Manholes, & Inlet. (Project No. 1718-01-528-IPQ033-242)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract extension with Rio Valley Pipe, LLC dba CAPA for RCP, Manholes, & Inlets
(Items 1-10 and 23). (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract agreement with Rio Valley Pipe, LLC dba CAPA, from Palmview, Texas, for an additional 1 year with no increase to the original unit pricing. This will be the second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez
Veronica Gutierrez
Patricia Rigney
Karla Moya
City Management Office

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

**EXTENSION OF AGREEMENT
FOR RCP, MANHOLES, & INLETS**

THIS EXTENSION OF AGREEMENT FOR RCP, MANHOLES, AND INLETS, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Rio Valley Pipe, LLC dba CAPA**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 3609 W. Palma Vista Drive, Palmview, TX 78572.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for RCP, Manholes, and Inlets, September 24, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for RCP, Manholes, and Inlets to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-IPQ033-242** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 24, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for RCP, Manholes, and Inlets has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **Rio Valley Pipe, LLC dba CAPA.**

Rio Valley Pipe, LLC dba CAPA

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.M.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Supply Contract with L&R Precast Concrete Works, Inc. for the Purchase & Delivery of RCP, Manholes, & Inlets. (Project No. 1718-01-528-IPQ033-242)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Contract Extension with L&R Precast Concrete Works, Inc. for RCP, Manholes, & Inlets. (Year 2 of 3)

Financial Consideration:

Staff Recommendation: Staff recommends approval to extend the supply contract agreement with L&R Precast Concrete Works, from Mission, Texas, for an additional year with no increase to the original unit pricing. This will be the second 1 year contract extension of a possible three (3) year contract.

Alternatives:

ROUTING:

Veronica Gutierrez

Created/Initiated - 8/29/2019

Veronica Gutierrez

Approved - 8/29/2019

Patricia Rigney

Approved - 8/29/2019

Karla Moya

Approved - 8/29/2019

City Management Office

Final Approval - 8/29/2019

**EXTENSION OF AGREEMENT
FOR RCP, MANHOLES, & INLETS**

THIS EXTENSION OF AGREEMENT FOR RCP, MANHOLES, AND INLETS, made and entered into the _____ day _____, 20____ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **L&R Precast Concrete Works**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 3807 North Bentsen Palm Drive, Mission, TX 78574.

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for RCP, Manholes, and Inlets, September 24, 2018 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for RCP, Manholes, and Inlets to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-IPQ033-242** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of September 24, 2020. The CITY reserves the right to extend for one (1) additional year.

IN WITNESS WHEREOF this extension of Agreement for RCP, Manholes, and Inlets has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this ____ day of _____, 20__ by **L&R Precast Concrete Works.**

L&R Precast Concrete Works

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.N.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 8/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.N.1.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). Being Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6400 South Cage Boulevard, Suites A & B. **CUP#110757**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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#110757**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano

Created/Initiated - 8/27/2019
Approved - 8/28/2019
Approved - 8/28/2019

City Management Office

Final Approval - 8/29/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

September 3, 2019

Conditional Use Permit **Renewal** for ABC –

Villa del Mar Restaurant

Background:

Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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 Villa del Mar Restaurant.

The property is located at 6400 South Cage Boulevard, Suites A & B. 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 beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Microsoft Word: PharrCPD on Cpdserver\Admin\MyFiles\CUPs\Renewal- VilladelMarRestaurant_VIGA_Villarreal



Pharr

Development Services



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 3, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#110757 (VILLA DEL MAR RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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: Being Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6400 South Cage Boulevard, Suites A & B.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east and south, Single-Family Residential District (R-1) to the north and Medium Density Multi-Family Residential District (R-3) to the west. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
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**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

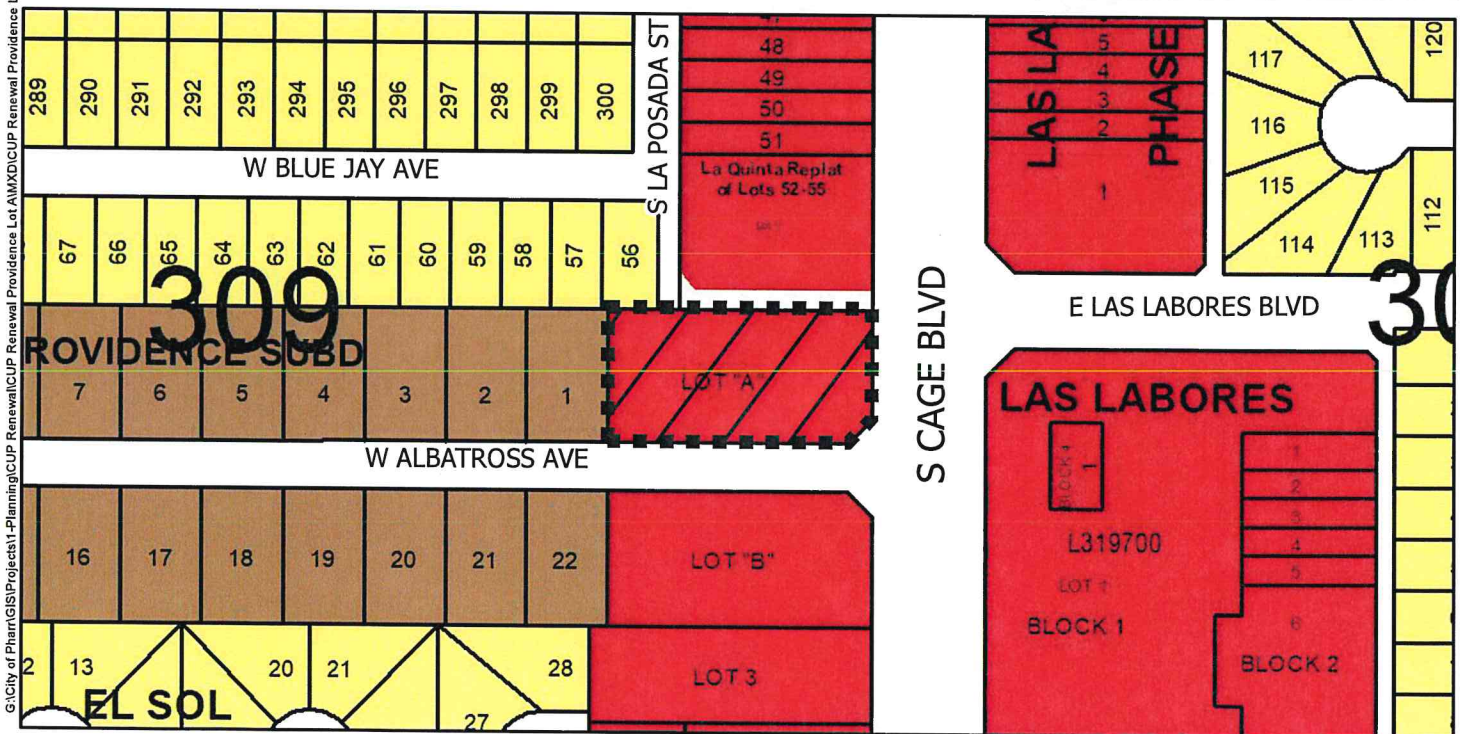
**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

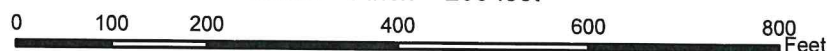
Conditional Use Permit Renewal
Providence Lot A
Villa del Mar Restaurant



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 8/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.N.2.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Red Robin 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. **CUP#030747**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Red Robin 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#030747**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 8/27/2019
Approved - 8/28/2019
Approved - 8/28/2019
Final Approval - 8/29/2019



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

September 3, 2019

Conditional Use Permit **Renewal** for ABC –

Red Robin Restaurant

Background:

Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 16th renewal for Red Robin Restaurant.

The property's physical address is 409 South 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 to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\MY FILES\CUPs\ABC\ABC_Red Robin_2003



Pharr

Development Services



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 3, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#030747 (RED ROBIN RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Red Robin 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 409 South Jackson Road.

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

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

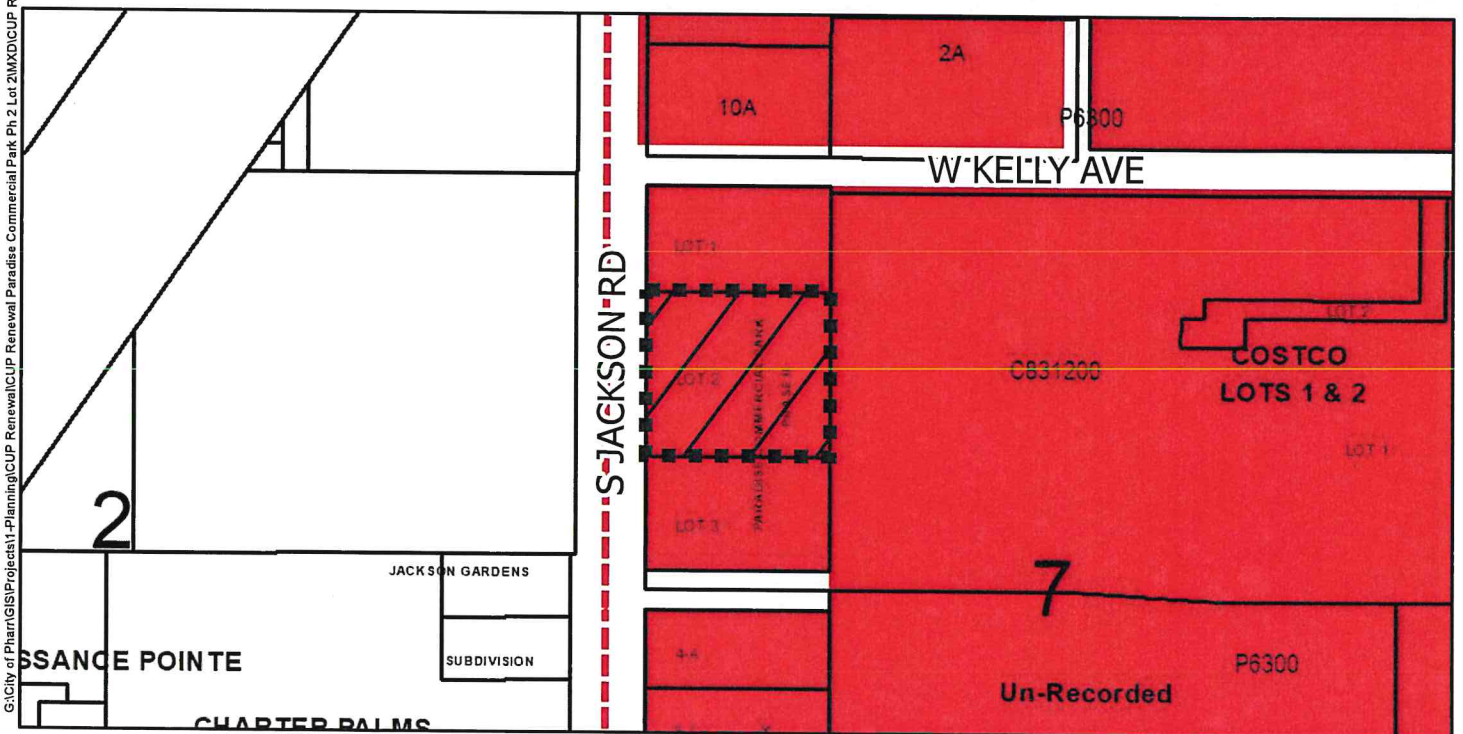
Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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

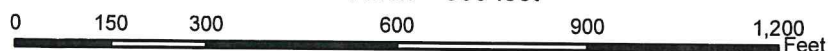
Conditional Use Permit Renewal
Paradise Commercial Park Ph 2 Lot 2
Red Robin



- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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: 8/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.N.3.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: T.W.O. Holdings, LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being approximately 1.068-acre tract of land, more or less, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5201 North Veterans Boulevard. **COZ#190754**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: T.W.O. Holdings, LLC. has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). **COZ#190754**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Heavy Commercial District (H-C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Heavy Commercial District (H-C) subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata

Created/Initiated - 8/28/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 8/28/2019
Approved - 8/28/2019
Final Approval - 8/29/2019



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: September 3, 2019

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ#190754

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: August 2, 2019

1. **Applicant:** T.W.O. Holdings, LLC., owners.
2. **Requested Action:** Re-zoning request from General Business District (C) to Heavy Commercial District (H-C).
3. **Nature / Intent of Request:** In order to continue to use the property as parking for the existing trucking business.

4. **Routing to Staff:**

A. **Melanie Cano, Director**


Initials

8/27/19
Date

☒ Approval ☐ Denial

B. **Planning Staff
Recommendations**


Initials

8-27-19
Date

☒ Approval ☐ Denial

C. **Planning and Zoning
Commission**

Initials

8/26/19
Date

☒ Approval ☐ Denial

D. **City Attorney**

Initials

Date

☐ Approval ☐ Denial

E. **City Manager**

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 3, 2019

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Heavy Commercial District (H-C). Being approximately 1.068-acre tract of land, more or less, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5201 North Veterans Boulevard.

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:

T.W.O. Holdings, LLC., owners, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C) in order to continue to use the property as parking for the existing trucking business.

The subject site is located on the west side of North Veterans Boulevard and has the physical address of 5201 North Veterans Boulevard. The property consists of one tract of land legally described as being approximately 1.068-acre tract of land, more or less, out of Lot 96, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Veterans Boulevard a 100' minor arterial that runs north and south with a posted speed limit of 30 to 45 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned General Business District (C). The property was zoned to General Business District (C) on April 21, 1992. The property directly to the south was zoned to Heavy Commercial District (H-C) on May 19, 1992. The properties to the north and west are zoned Agricultural and/or Open Space District (A-O) and city limits lie to the east. There have been no other zoning requests within the general vicinity of the subject property since that time. This area is generally designated for public/semi-public and commercial use in the Land Use Plan.

The heavy industrial commercial district is established to provide adequate space and site diversification for commercial establishments which would involve influences that would be objectionable in the other commercial districts or adjacent to residential districts. Included in this district are commercial uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from heavy service operations, or any other possibly blighting influences. This district is commercial in nature but has some aspects that are similar to industrial uses. The noise, traffic, litter, late-night hours, outside storage of materials and equipment, and other possibly blighting influences require adequate buffering.

Eight (8) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. One (1) individual signed up to speak at the Public Hearing in opposition of the item.

Development Services is recommending approval of the request to re-zone to Heavy Commercial District (H-C) as the property meets area requirements, has adequate ingress and egress and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from General Business District (C) to Heavy Commercial District (H-C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

T.W.O. Holdings, LLC., owners.

APPLICANT

General Business District ©

CURRENT ZONE

5201 North Veterans Boulevard

ADDRESS

Heavy Commercial District (H-C)

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

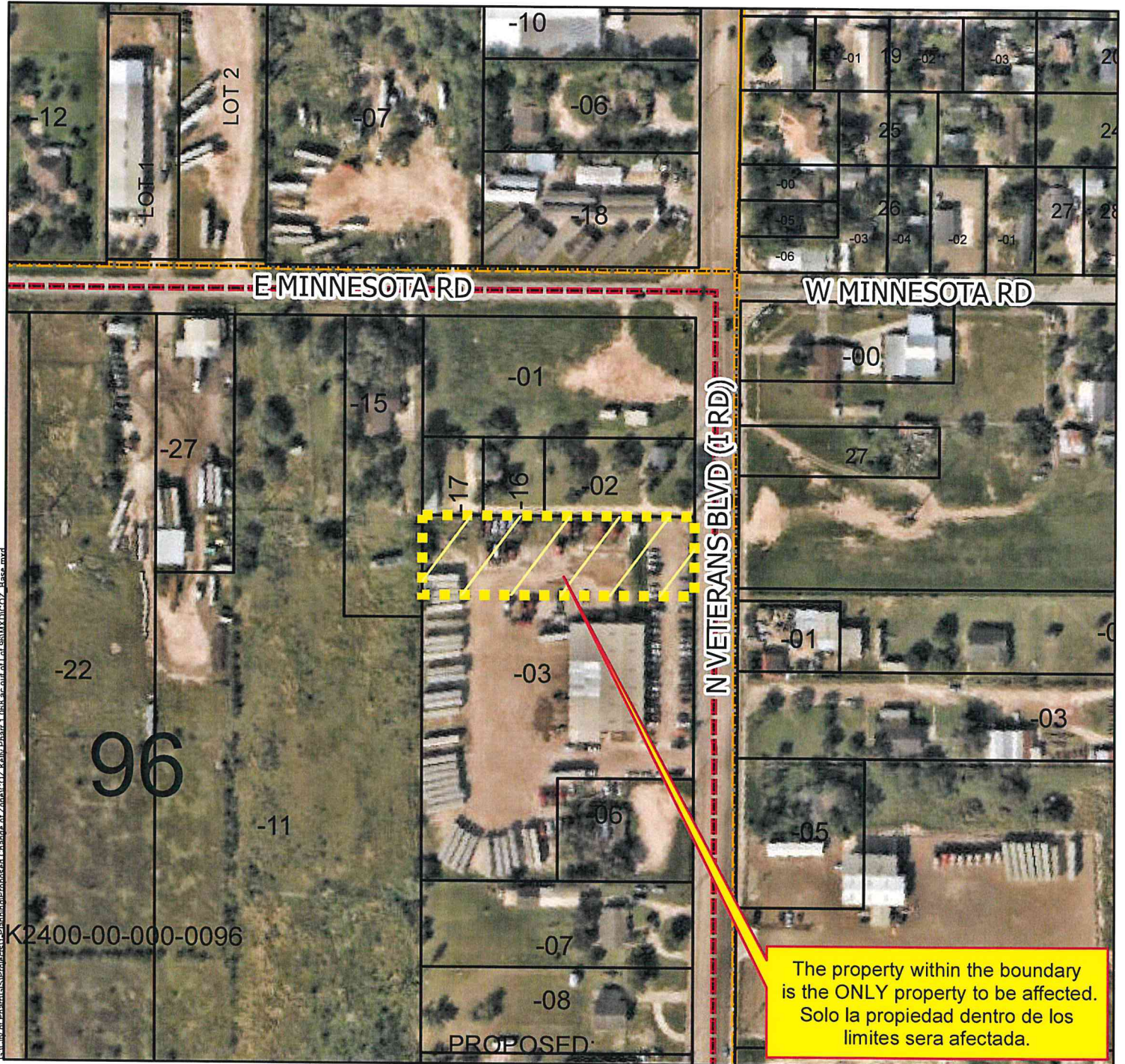
The property meets area requirements, has adequate ingress and egress and in line with the
with the Future Land Use Plan.

Della Robles, Planner I

PREPARED BY

August 21, 2019

DATE



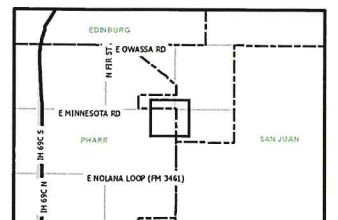
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- Mobile Home

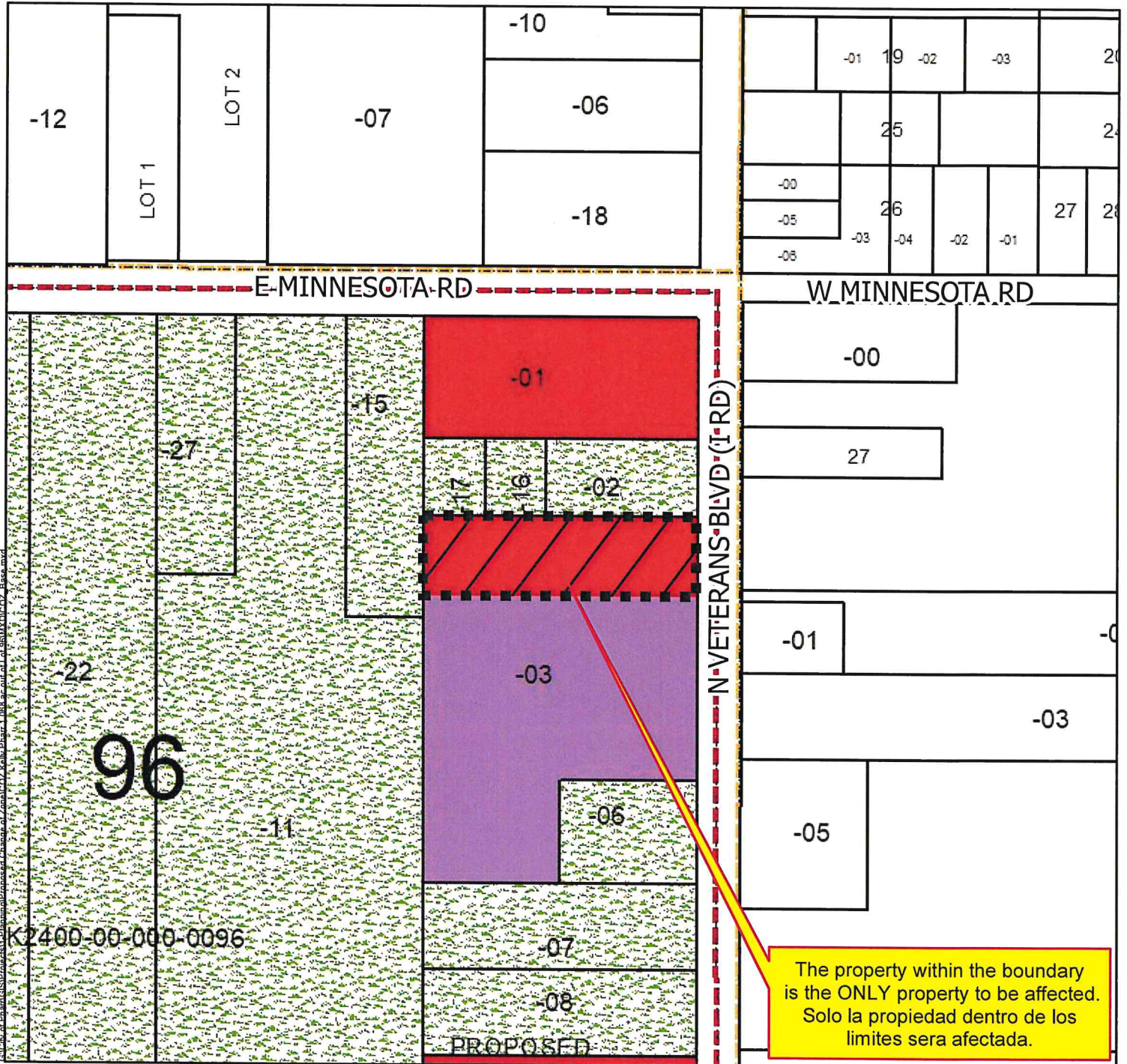
- Townhouse
- HUD Code
- Rail Road R.O.W.
- Government Owned
- General Business
- Business District
- Drainage Easement

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

- Valley View ISD
- Planned Unit Development

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

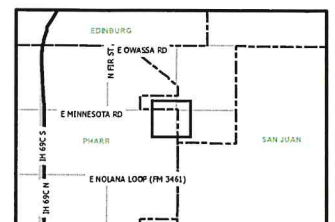




- | | | |
|-----------------------------|-------------------|-------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial |
| Single Family | HUD Code | Heavy Industrial |
| Single Family Small Lot | Rail Road R.O.W. | Limited Industrial |
| Two Family | Government Owned | Neighborhood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

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

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



A 4.13 ACRE TRACT OF LAND OUT OF LOT 86, KELLY-PIARR SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS, HONOLULU COUNTY, TEXAS.

[illegible]

CRUCIAL NOTES:

- [illegible]

10. EMPLOYING AS PER CITY OF PHOENIX ORDINANCE.
11. ENGAGEMENT OF ALL PAY MATES AND EDUCATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHICH THE DESIGNATION IS GRANTED.
12. CASHION AND SEMIANT CONTROL, DURING CONTRITION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION CONTROL EMISSIONS SYSTEM (TPCES)
13. OWNERS TO MAINTAIN DESIGNATION AREAS
14. OWNERS TO MAINTAIN R.A.M. AND PERMETER OF SUBSIDENCE.
15. ALL FIRE PROTECTION SHALL BE MET BY A LICENSE FIRE PROTECTION COMPANY
16. AN ENGINEER DETENTION PLAN APPROVED BY THE CITY OF PHOENIX



FILED FOR RECORD IN
MIDALGO COUNTY
ARTURO GUJARDO, JR.
MIDALGO COUNTY CLERK

DATE _____ AT _____ AM/PM _____
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY _____

NAME _____
DEPUTY _____

STATE OF TEXAS
COUNTY OF MCALLEN

(BUT, THE UNDERSIGNED, OWNERS) OF THE LAND ON THIS PLAT, AND DESIGNATED HEREIN AS S.E.C. SUBDIVISION TO THE CITY OF PHOENIX, COUNTY OF MARICOPA, ARIZONA, WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRINK FOUNTAINS, WATER COURTES, FACILITIES, AND PUBLIC PLACES THEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER: J.B. HOLDINGS, LLC
ADRIAN W. BENE JR. - MEMBER
ADDRESS: 1201 N. VETERANS BLVD.

STATE OF ILLINOIS
COUNTY OF HENRY

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
ABRAHAM LAMBI JR., KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS
THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

NOTARY PUBLIC, FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

THIS PLAID IS HEREBY APPROVED BY THE HOLLOO COUNTY WREATHON DISTRICT NO. 2
ON THIS THE _____ DAY OF _____, 20____.

SECRETARY

REMOVED BY DRUGS DISTRICT

THE HILL TOPICS

THOUGH FUNCTIONS DESCRIBED ARE APPROPRIATE TO THE PART OF THE SYSTEM BEING DISCUSSED (NONCROSS CUTTING)

WOMAN CO. COUNTY DEPARTMENT DISTRICT NO. 1

RAUL E. BERN, P.E., C.F.M.

THE UNDERSIGNED, MAYOR OF THE CITY OF PHOENIX, ARIZONA, HEREBY CERTIFY THAT THIS SUBDIVISION
 CONFORMS WITH ALL THE CITY REQUIREMENTS

ANGL052 HLRW002-CITY OF PHARM, MATCH

APPROVAL BY PLANNING AND ZONING COMMISSION
APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHOENIX,
AZS, THIS 11TH DAY OF _____, 2019, BY THE PLANNING AND ZONING COMMISSION OF THE
CITY OF PHOENIX, TEXAS.

ADDITIONALLY, PLEASE OUR CUSTOMER NUMBER: 2514 AHEAD

STATE OF TEXAS
COUNTY OF HARRIS

1. THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE DATED

RETALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR - 4032
P.O. BOX 478
107 W. KURACIE ST.
WISLAND, TEXAS 78598
PH. 956-818-2422

UNITED STATES DEPARTMENT OF THE ARMY
OFFICE OF THE CHIEF OF STAFF
WASHINGTON, D. C. 20315

THE UNDERSIGNED, QUELLEMAN A. ABRAHAM, A LICENSED PROFESSIONAL ENGINEER, OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING ENGINEERING REGISTRATION HAS BEEN GIVEN TO THIS PLAN.

Budde Cut. p. 2 7/30/15
ELENO A ARATA
PROFESSOR DE ENGENHARIA - 81001
AL. 5TH 11.

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

528 N. 17TH STREET
DALLAS, TEXAS 75237

PH: (214) 784-0218
FAX: (214) 784-0200

DATE OF INFORMATION: JAN. 1, 2000

BASIS OF BEARING IS THE WEST LINE
OF FRANCISCO FLORES III TRACTS
DOC. # 594020 O.R. & DOC. # 778282 O.R.
HIDALGO COUNTY TEXAS

CAOS - KELLY-96
SCALE: 1" = 60'
JOB# - 58357

RUDY

LEGEND

- S - SET 1/2" DIAMETER IRON ROD WITH CAP
- F1 - STAMPED "PENA 5242"
- F2 - FOUND 1/2" DIAMETER IRON ROD
- F3 - FOUND 5/8" DIAMETER IRON ROD
- R.O.W. - RIGHT-OF-WAY
- B/C - BACK OF CONCRETE CURB & GUTTER
- CONC. - CONCRETE
- CVRD. - COVERED
- M.R. - MAP RECORDS
- D.R. - DEED RECORDS
- O.R. - OFFICIAL RECORDS
- S.W.I. - STORM WATER INLET
- PP - POWER POLE
- P.-P. - POWER POLE LINE
- N.E.C. - NORTHEAST CORNER
- WATER METER
- XX-XX - 6" WROUGHT IRON FENCE

NOTE:

- 1) STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATIONS DISTRICT NO.2 PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE. (BLANKET)
- 2) BLANKET EASEMENT TO C.F. & L. V. 325 P. 389 D.R. "PLOTTED"
- 3) "W" ROAD RIGHT OF WAY DOC. #1327029 "PLOTTED"

BUYER'S NAME: I.W.O. HOLDINGS, LLC.

FLOOD ZONE: "B" COMMUNITY PANEL NUMBER: 480334 0425 C

MAP REVISED: NOV. 16, 1982

I CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT © COPYRIGHT 2016 PENA ENGINEERING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE BORROWER NAMED HEREON. IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE

LEGAL DESCRIPTION: A 4.13 ACRES IN 3 TRACTS OUT OF LOT NINETY-SIX (96), KELLY-PHARR SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 3, PAGES 133-134 DEED RECORDS, HIDALGO COUNTY TEXAS.

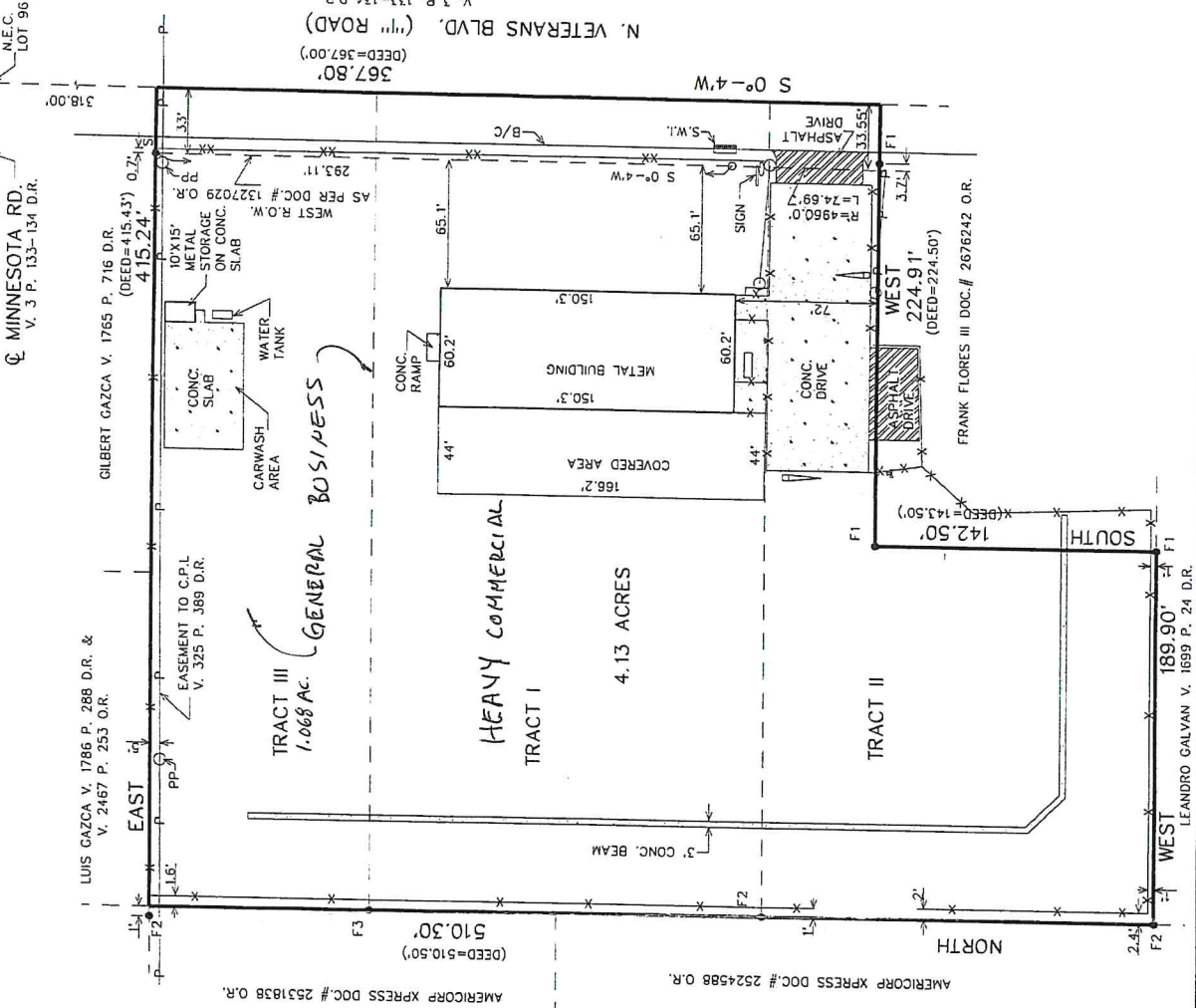
PABLO PENA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242
DATE: 08-19-2016



PENA ENGINEERING

POST OFFICE BOX 4320
MCALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7362

FIRM#10087200







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.O.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 8/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.O.1.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting preliminary plat approval of the proposed Roxanne Subdivision. The property is legally described as being a 0.35 acre tract of land out of a 3.00 acre tract of land, out of the south 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1600 Block of West Anaya Road. **SUB#190514**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting preliminary plat approval of the proposed Roxanne Subdivision. **SUB#190514**

Financial Consideration:

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed Roxanne Subdivision without the variance subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the preliminary plat approval of the proposed Roxanne Subdivision without the variances.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Approved - 8/28/2019
Final Approval - 8/29/2019



Pharr

Development Services



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 03, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: ROXANNE SUBDIVISION FILE NO. SUB#190514

GENERAL INFORMATION:

APPLICANT: Spoor Engineering Consultants, Inc., representing Amelio Rivas Jr. and Gloria M. Rivas, Owners, are requesting preliminary plat approval of the proposed Roxanne Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.35 acre tract of land out of a 3.00 acre tract of land, out of the south 24.19 acres of Lot 5, Block 12, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1600 Block of West Anaya Road.

ZONING: The property is currently zoned Single Family Residential District (R-1). The adjacent zones are Agricultural Open Space District (A-O) to the north, east, south and west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Single family residential lot.

VARIANCES: Please see attached variance letter.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed Roxanne Subdivision **WITHOUT THE VARIANCE** subject to the following conditions:

STREETS, PAVING AND R.O.W.: 1. Need to escrow 1/3 of street R.O.W. for Anaya Rd. in accordance with city standards.

EASEMENTS: 1. Easement to the City to read: "Exclusive easement to City of Pharr".
2. Remove the easement for detention

**SIDEWALK:
ADA:** 1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION: 1. See attached comments.

WATER: 1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER: 1. See attached comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE: 1. Drainage report needs approval from H.C.D.D. #1.

OTHER: 1. Provide surveyors seal and signature.
2. Plat note #10, to read Landscaping as per City of Pharr Ordinance.
3. Provide basis of bearing.
4. See staff comments attached.

PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission voted Unanimously to approve the preliminary plat approval of the proposed Roxanne Subdivision **without the variances**.



Pharr Fire – Rescue

118 S. Cage Blvd. 3rd Floor
Pharr, Texas 78577

Tel: (956) 402-4400 Fax: (956) 475-3433



Subdivision: Roxanne Subdivision Staff

Reviewed By: Dago Soto

Date: 06/26/19

1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch of better for industrial areas unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be FACTORY YELLOW from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 ft., but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on-site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the per-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. \$25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet) * with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch –Rapid Entry System made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by a way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

☒ West Anaya is a thoroughfare may require a fire hydrant once the road is extended all the way to south Jackson

STAFF REVIEW FOR: *ROXANN SUBDIVISION*

COMMENTS: Initials: I.V. / O.D.L. / R. B JUNE 25, 2019

WATER:

- Water service will need to connect to water line on S. side of the street
- Will need to show new improvements to reflect to current water lines in the area
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to connect individual sewer service line for the lot
(will not allow 2 lots to connect to same sewer service)
- Follow City of Pharr Construction Standards Manual

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

Print Name: _____

Signature: _____

Date: _____



Pharr

Public Works



SUBDIVISION COMMENTS

PHARR PUBLIC WORKS • 1015 E. FERGUSON AVE • PHARR, TX 78577 • 956.402.4350

PROJECT: Roxanna Subdivision

DATE: 06/25/2019

PLAT	.35 acres
1. Add note: "Owners are to maintain detention/retention areas" 2. Revise note no. 9: "Erosion and Sediment control during construction shall be in accordance with current Texas Pollution Discharge Elimination System (TPDES)" 3. Revise note no. 5: "5' sidewalk with A.D.A ramps and landings will be required along the north side of W. Anaya..."	

GENERAL NOTES
1. All drainage construction shall comply with City of Pharr standards 2. City of Pharr Discharge permit required if discharging to city owned storm drain system. 3. There shall be a copy of the Erosion & Sediment Control Plan in each set of construction plans (8) and submit a digital copy (in USB) . Will be reviewed and must be approved prior to any earthwork disturbance or issuance of N.T.P 4. An approved drainage report is required for all new subdivision and/or all developments 5. Discharge Permit from Hidalgo County Drainage district will be required if discharging into drainage district canal.

****Please contact the Public Works Department with any questions on the items listed above****

Cynthia Puente
Environmental Supervisor

SUBDIVISION: Roxanne Subdivision

DATE: June 27, 2019

REVIEW: Preliminary (Revised comments Plans Dated 06-14-19)

PLAT

1. Note No. 4--- Revise note to say... "A 5.0' sidewalk with ADA compliant wheelchair ramps and landings shall be required along north side of W. Anaya Rd., at the time of building permit stage."
2. Note No. 6--- Revise note to say... "No structure shall be built on top of any easements or lot lines."
3. Note No. 8--- Please verify the correct monument has been used.
4. Note No. 9--- Revise note to say... "Erosion and sediment control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (TPDES)".
5. Note No 10--- Revise note to say... "Landscaping as per City of Pharr ordinance".
6. Missing surveyors seal and signature.

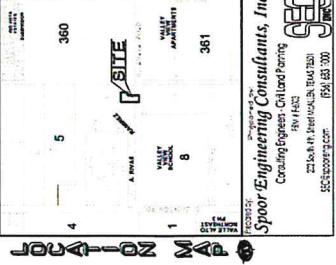
SITE PLAN

1. 1/3 escrow for W. Anaya Rd. in accordance with city standard.
2. ~~Additional R.O.W. for W. Anaya Rd. must be acquired.~~ O.K. omit as M.

DRAINAGE

1. Drainage report needs approval from H.C.D.D. No. 1
2. Drainage plan to be reviewed and approved at building permit stage.

ADDITIONAL COMMENTS



MAP OF ROXANNE SUBDIVISION
City of Pharr, Texas
BEING A SUBDIVISION OF 0.35 ACRE TRACT OF LAND OUT OF A 3.00 ACRE TRACT OF LAND, OUT OF THE SOUTH 24.19 ACRES OF LOT 5, Block 12, A.J. McColl Subdivision, of Porcion 88, Hidalgo County, Texas,
According to plat recorded in Volume 597, Deed Records, Hidalgo County, Texas.

SURVEY MONUMENT LEGEND
F1 Found Steel Rod
F2 Found Concrete Nail

STATE OF TEXAS,
COUNTY OF HIDALGO,
I, the undersigned, a Registered Professional Land Surveyor, do hereby certify that this subdivision plat conforms to all requirements of the Subdivision Regulations of this City insofar as approval is required.

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NOTES:
1. MIN FINISH FLOOR ELEVATION SHALL BE 8 INCHES ABOVE CENTERLINE OF PAVEMENT MEASURED AT FRONT CENTER OF LOT.
2. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH CITY OF PHARR ZONING ORDINANCES.
3. THIS PROPERTY FALLS IN ZONE 'B' OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 - 0500 B. DATED JAN 2, 2001. B IS DESCRIBED AS AREAS BETWEEN THE 100 YEAR FLOOD ELEVATION AND THE 500 YEAR FLOOD ELEVATION. FLOODING WITH AVE DEPTHS LESS THAN ONE FOOT, OR WHERE THE CONTRIBUTING DRAINAGE AREAS IS LESS THAN ONE SQ. MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
4. 50' SIDEWALK IS REQUIRED ALONG W. ANAYA RD. AND SHALL BE CONSTRUCTED BY THE OWNER AT OWNER'S EXPENSE. ACCESSIBILITY COMPLIANT WHEELCHAIR RAMPS & LANDINGS SHALL BE REQUIRED AT THE SUBDIVISION PHASE.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS BEEN REQUIRED TO PROVIDE DETENTION VOLUMES AND DETENTION BASIN SIZES. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. THE ENGINEER OF RECORD FOR THIS PROPERTY SHALL BE REQUIRED TO PROVIDE DETAILED DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
6. NO STRUCTURAL IMPROVEMENTS WILL BE ALLOWED ON EASEMENTS OF ANY KIND.
7. UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A 1/2\"/>

METES & BOUNDS
A 0.35 ACRE TRACT OF LAND OUT OF A CERTAIN 3.00 ACRE TRACT OF LAND OUT OF THE SOUTH 24.19 ACRES OF LOT 5, BLOCK 12, A.J. McCOLL SUBDIVISION OF PORCION 88, HIDALGO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 597, DEED RECORDS, HIDALGO COUNTY, TEXAS, SAID 3.00 ACRE TRACT DESCRIBED AS TRACT 1X IN PARTITION DEED RECORDED IN VOLUME 603, PAGE 12, DEED RECORDS, HIDALGO COUNTY, TEXAS.
BEGINNING at a corner nail set on the South line of Lot 5, North 81 Deg. 32 Min. 57 Sec. West, 1039 feet from the Southeast corner of Lot 5, for the most southerly Southeast corner of the following described tract of land, said point located in West Anaya Road, and being on the South line of said 3.00 acre tract;
THENCE, with the South line of said 3.00 acre tract, S 81°32'57\"/>

NOTES:
1. MIN FINISH FLOOR ELEVATION SHALL BE 8 INCHES ABOVE CENTERLINE OF PAVEMENT MEASURED AT FRONT CENTER OF LOT.
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6. NO STRUCTURAL IMPROVEMENTS WILL BE ALLOWED ON EASEMENTS OF ANY KIND.
7. UNLESS OTHERWISE NOTED, ALL PROPERTY CORNERS ARE MONUMENTED BY A 1/2\"/>

Spoor Engineering Consultants, Inc.
Consulting Engineers – Civil Land Planning – Stephen Spoor, P.E.

August 14, 2019

Eddie Martinez
Development Services – City of Pharr
118 So. Cage Boulevard
Pharr, Texas 78577

Re: Roxanne Subdivision

Dear Eddie:

Attached is the estimate of the proposed widening cost of West Anaya Road for the proposed Roxanne Subdivision. As agent for the Developer of this property, I hereby request a variance to the Subdivision Ordinance to not require the payment of this widening cost. The Roxanne Subdivision is being proposed to construct one residence in order for Roxanne Rivas to be close to her elderly parents. The escrow amount being proposed is for a major arterial street, and the cost of this major street on one home-owner appears to be very burdensome.

Thank you for your time and attention on the matter. Please advise of your questions or comments, or if additional information is required.

Sincerely,

Steve Spoor

Steve Spoor, P.E.

**Escrow Analysis for
Roxanne Subdivision - 1608 W. Anaya Road
West Anaya Road Widening**

August 14, 2019

Anaya Road – Major Arterial 80' ROW
Road Section – 66 feet back to back
Developers Share = 1/3 + Curb & Gutter
Anaya Road Frontage = 70 feet

6" compacted sub-grade (stabilized)	70' x 22.7' (1' back/curb)	177 S.Y.	@ 3.35	= \$592.95
5" caliche sub-base	70' x 22.7' (1' back/curb)	177 S.Y.	@ 5.25	= \$929.25
6" x 24" curb & gutter		70 L.F.	@ 10.00	= \$700.00
5" caliche base (stabilized)	70' x 20.7'	161 S.Y.	@ 6.25	= \$1,006.25
2" hot mix surface	70' x 20.7'	161 S.Y.	@ 12.00	= \$1,932.00

Sub-Total: \$5,160.45

3% Admin. Fee: \$154.81

3% Testing Fee: \$154.81

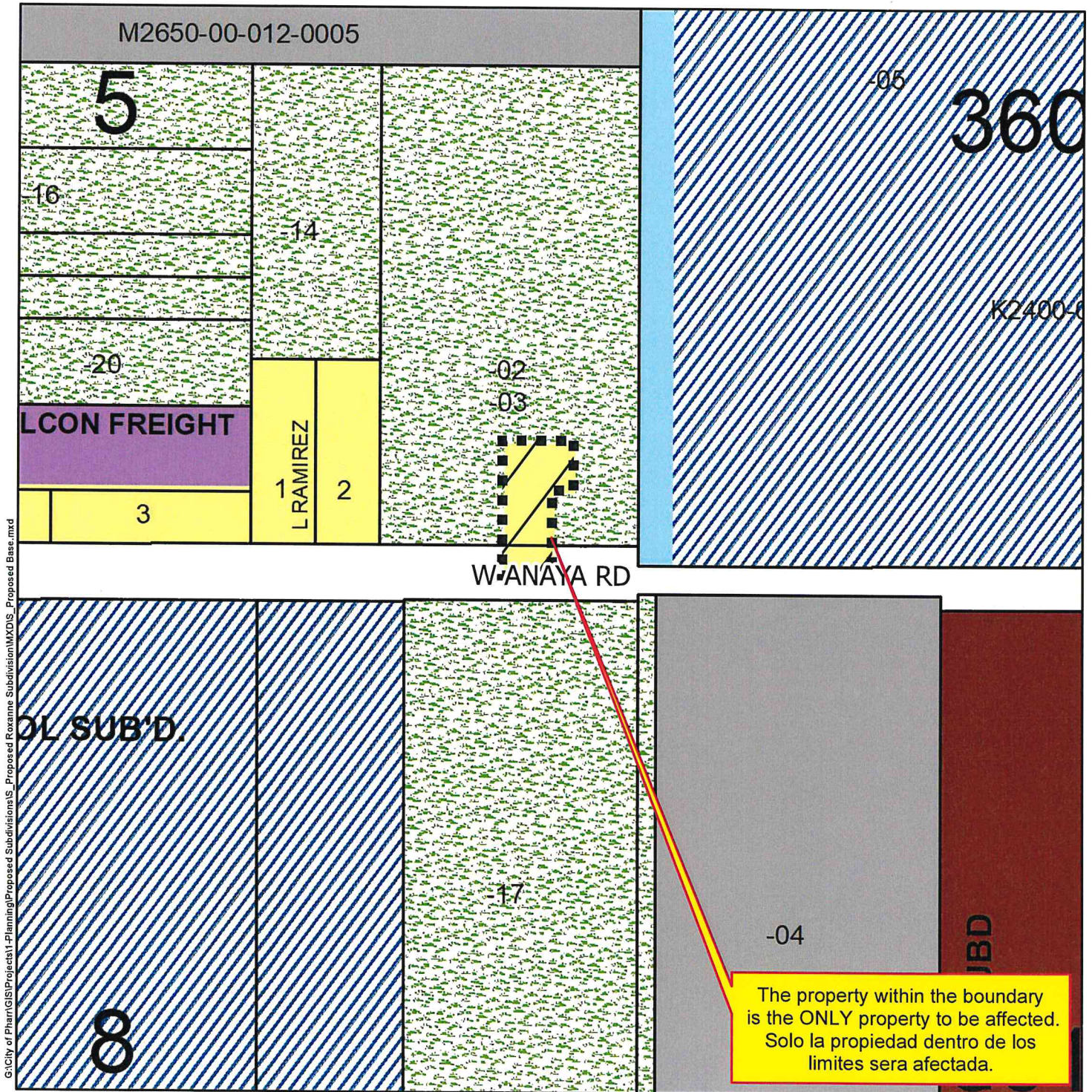
Total: \$5,470.07

08-14-19




Spoor Engineering Consultants, Inc.

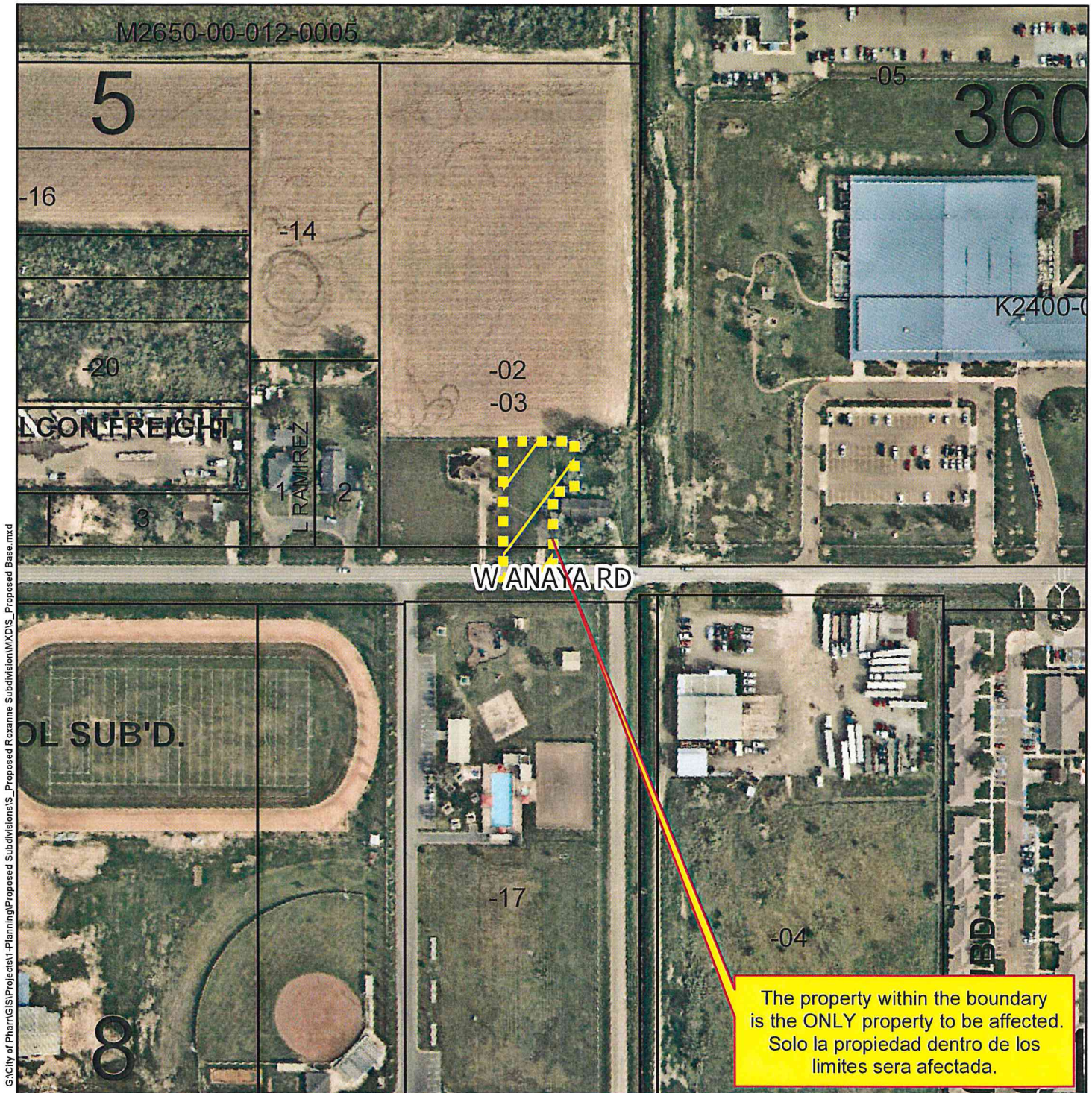
Consulting Engineers – Civil Land Planning – Stephen Spoor, P.E.
202 So. 4th Street, McAllen, Texas 78501 * (956)683-1000 * SEC@SpoorEng.com



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Roxanne Subdivision\MXDS_Proposed Base.mxd

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







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for temporary closure of streets for the City of Pharr First Responders Festival on Saturday, September 28, 2019.

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
Ricardo Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 8/28/2019
Approved - 8/28/2019
Approved - 8/29/2019
Final Approval - 8/29/2019

RESOLUTION NO. R-2019-__

**A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO
ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR**

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

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of U.S.281 (Cage Blvd.) from Business 83 to Kelly Avenue on Saturday, September 28, 2019 for the City of Pharr First Responders Festival from 12:00 a.m. Saturday, September 28, 2019 to 2:00 a.m. Sunday, September 29, 2019.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 3rd day of September 2019, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: August 30, 2019

MEETING DATE: September 3, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Resolution adopting the water rate study completed for the City of Pharr by Raftelis Utility Consultants.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to be fiscally responsible in meeting the Water and Sewer Infrastructure needs, City hired an outside consultant (Raftelis) to provide a Water Rate Study to asses current water and sewer rates and to determine if an increase is needed.

Raftelis provided 4 scenarios in which water and sewer rate increase.

Please see attached for Scenarios

Financial Consideration:

Staff Recommendation: Staff recommends to adopt Study and follow Scenario No. 4

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 8/30/2019

Karla Moya

Approved - 8/30/2019

Patricia Rigney

Approved - 8/30/2019

City Management Office

Final Approval - 8/30/2019



Water Rate Study

Raftelis' Scenarios Summary Impact

SCENARIO

1

- Bring commercial water class closer to cost of service with 42% increase in volumetric rate in 2020.
- Increase water base/volumetric rates from 2021 onwards to maintain sufficiency.

SCENARIO

2

- Adjust rate structure based on average residential customer for water to promote conservation and collect more revenue.
- Add additional tier for commercial
- Adjust Wastewater rates to fully recover revenue requirement

SCENARIO

3

- Combined Utility increases (overall)
- Not based on cost of service



Presented in Budget Workshop

SCENARIO

4

- Same as scenario 3 with 2 additional residential tiers

Proposed Rate Structure-Residential

SCENARIO



+\$5.8 or 13%
per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$16.01	0-19,999	\$1.65 per 1,000 gallons
1"	\$16.01	20,000+	\$1.70 per 1,000 gallons
1.5"	\$16.01		
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$16.73	\$1.57 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate (all gallons)
\$7.28	\$1.49 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate (all gallons)
\$7.26	\$0.98 per 1,000 gallons

Proposed Rate Structure-Commercial

SCENARIO

1

+\$51.8

or 37%

per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$22.50	0-19,999	\$2.41 per 1,000 gallons
1"	\$22.50	20,000+	\$2.62 per 1,000 gallons
1.5"	\$22.50		
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$26.42	\$2.08 per 1,000 gallons

Proposed Rate Structure-Residential

SCENARIO

2

+\$6.5 or 14%
per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$16.01	0-5,999	\$1.65 per 1,000 gallons
1"	\$16.01	6,000-19,999	\$1.90 per 1,000 gallons
1.5"	\$16.01	>20,000	\$2.19 per 1,000 gallons
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$17.46	\$1.57 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate (all gallons)
\$7.28	\$1.49 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate (all gallons)
\$7.57	\$0.98 per 1,000 gallons

Proposed Rate Structure-Commercial

SCENARIO

2

+\$38.1

or 27%

per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$22.50	0-19,999	\$1.70 per 1,000 gallons
1"	\$22.50	6,000-19,999	\$1.96 per 1,000 gallons
1.5"	\$22.50	>20,000	\$2.26 per 1,000 gallons
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$27.56	\$2.08 per 1,000 gallons

Proposed Rate Structure-Residential-(Presented in Budget Workshop)

SCENARIO

3

+\$8.4

or 19%

per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$18.89	0-19,000	\$1.65 per 1,000 gallons
1"	\$18.89	>20,000	\$2.01 per 1,000 gallons
1.5"	\$18.89		
2"	\$30.68		
3"	\$42.48		
4"	\$64.90		
6"	\$106.20		

Sewer

Base Fee	Rate (all gallons)
\$17.17	\$1.16 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate (all gallons)
\$8.59	\$1.76 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate (all gallons)
\$7.45	\$0.72 per 1,000 gallons

Proposed Rate Structure-Commercial-(Presented in Budget Workshop)

SCENARIO

3

+\$25.8

or 18%

per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$26.55	0-19,999	\$2.01 per 1,000 gallons
1"	\$26.55	>20,000	\$2.18 per 1,000 gallons
1.5"	\$26.55		
2"	\$30.68		
3"	\$42.48		
4"	\$64.90		
6"	\$106.20		

Sewer

Base Fee	Rate (all gallons)
\$27.10	\$2.08 per 1,000 gallons

Proposed Rate Structure-Residential

SCENARIO



+\$7.6 or 17%
per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$18.89	0-19,000	\$1.73 per 1,000 gallons
1"	\$18.89	3,000-5,999	\$1.90 per 1,000 gallons
1.5"	\$18.89	6,000-19,999	\$2.25 per 1,000 gallons
2"	\$30.68	>20,000	\$2.60 per 1,000 gallons
3"	\$42.48		
4"	\$64.90		
6"	\$106.20		

Sewer

Base Fee	Rate (all gallons)
\$17.17	\$1.16 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate (all gallons)
\$8.59	\$1.56 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate (all gallons)
\$7.45	\$0.72 per 1,000 gallons

Proposed Rate Structure-Commercial

SCENARIO

4

+\$25.8

or 18%

per average bill

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$26.55	0-19,999	\$2.01 per 1,000 gallons
1"	\$26.55	>20,000	\$2.18 per 1,000 gallons
1.5"	\$26.55		
2"	\$30.68		
3"	\$42.48		
4"	\$64.90		
6"	\$106.20		

Sewer

Base Fee	Rate (all gallons)
\$27.10	\$1.53 per 1,000 gallons

Bill Chart for Average Residential

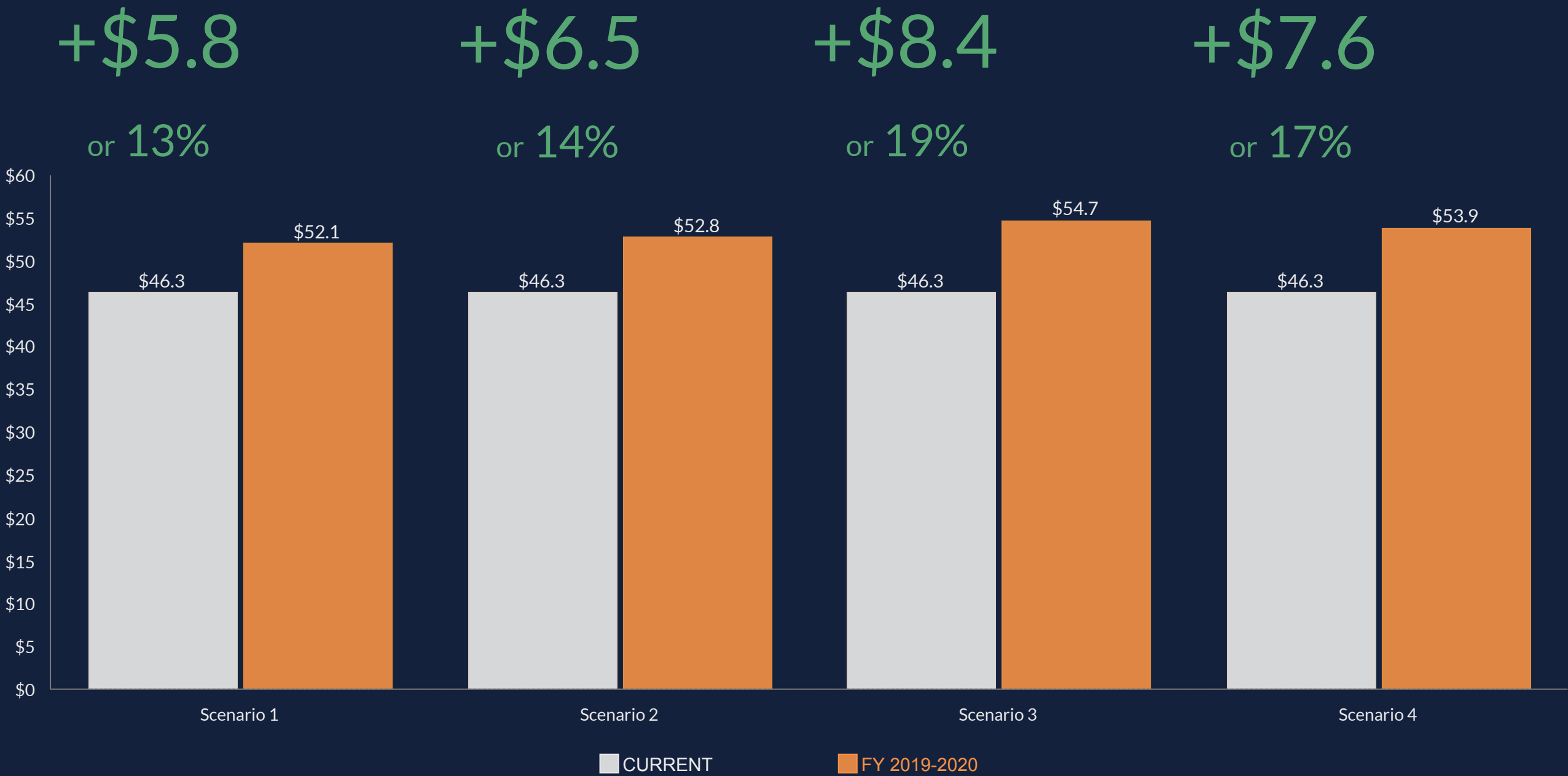


Chart for Average Commercial Bill per FY

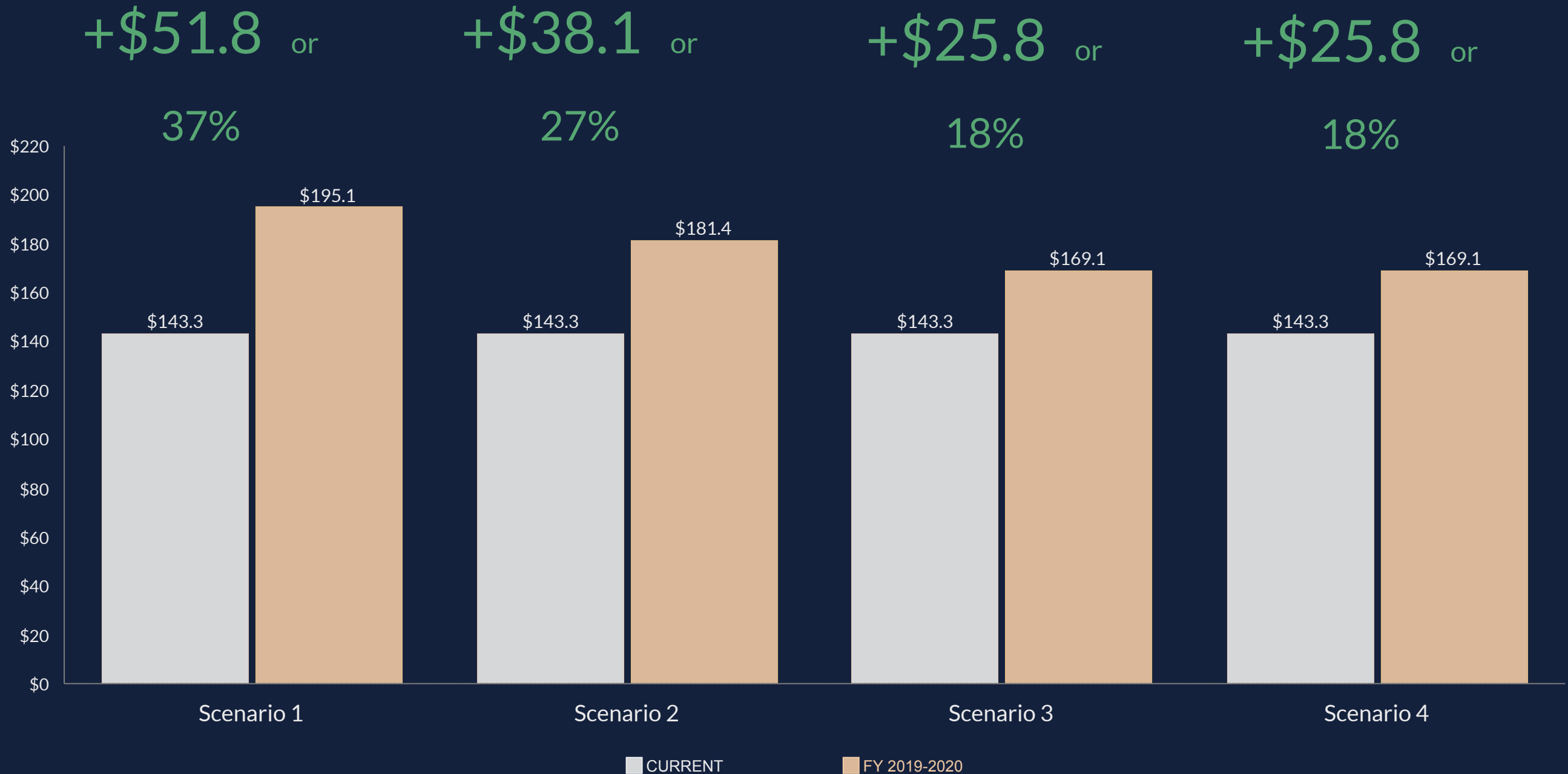
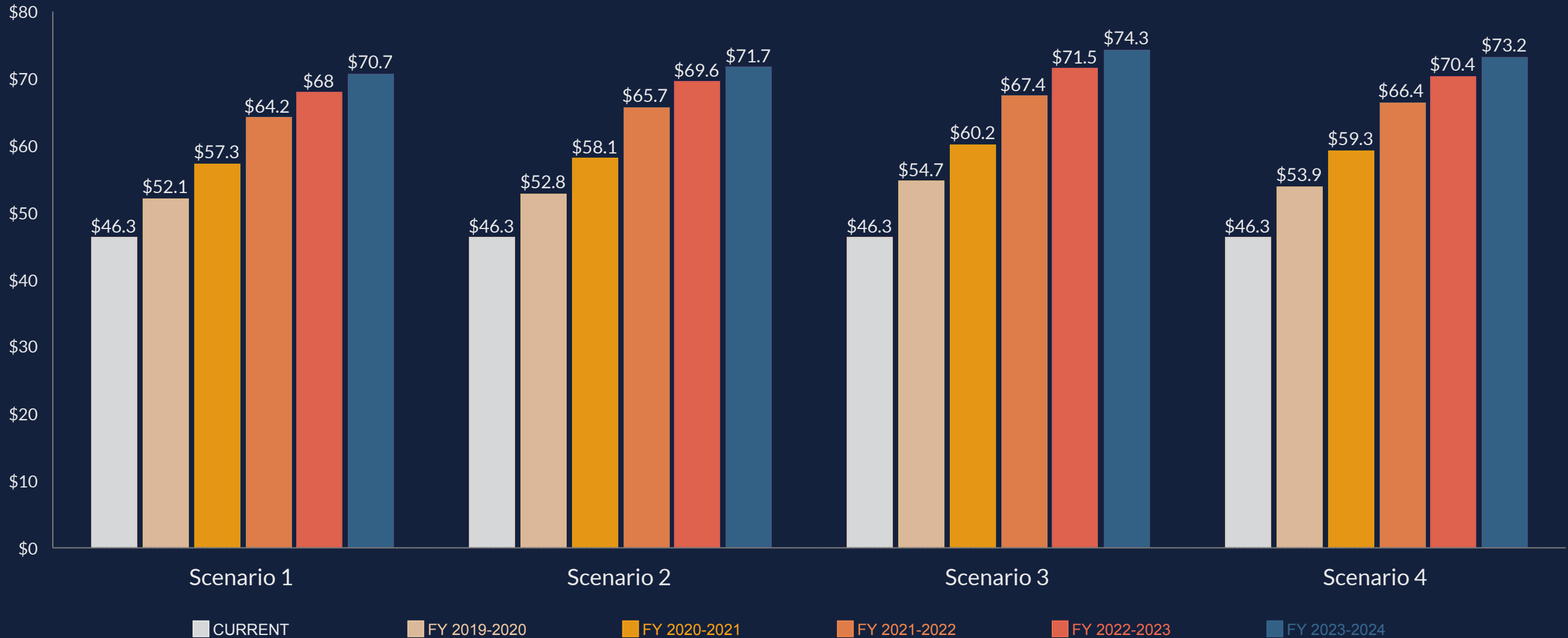
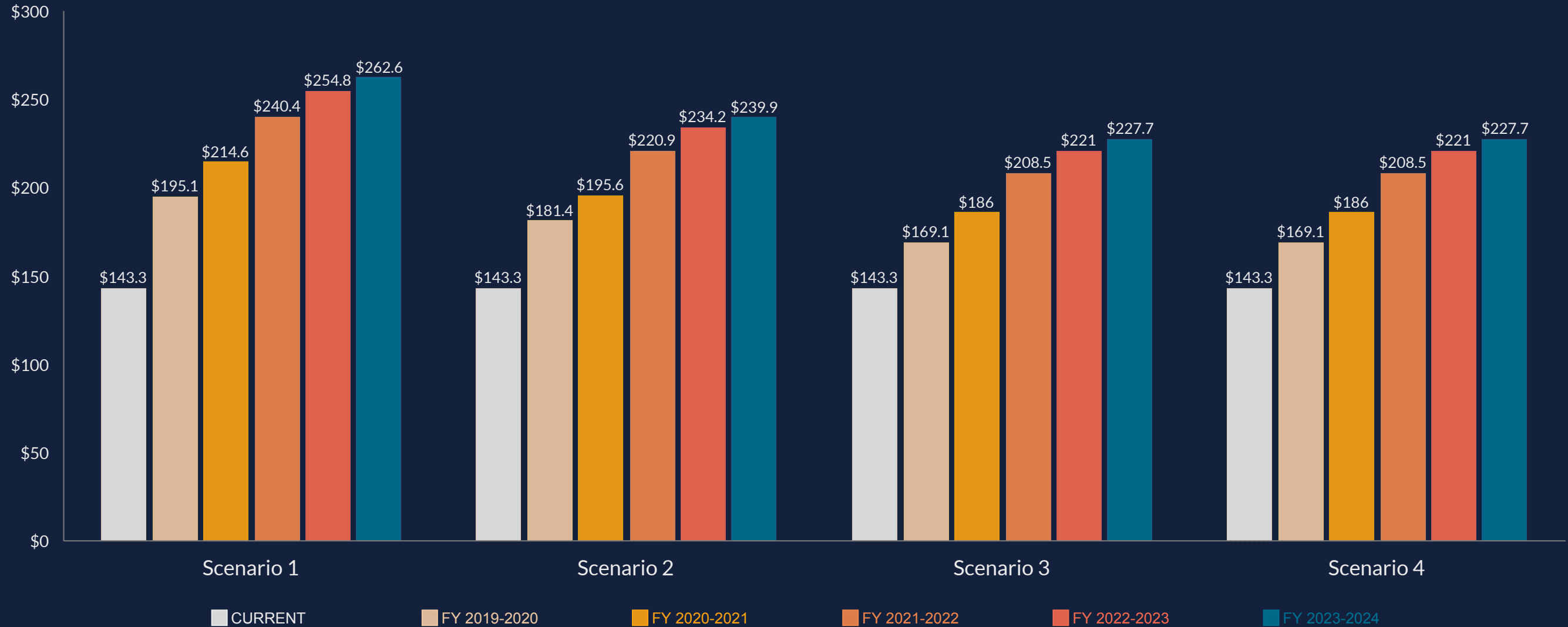


Chart for Average Residential Bill per FY

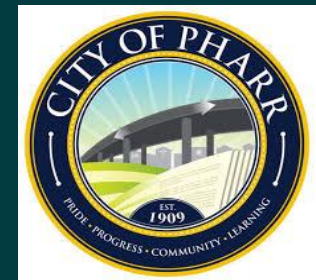


Bill Chart for Average Commercial Bill per FY



Pharr Rate Update

September xx, 2019



Presentation Agenda

- Rate Study Process (Cost of Service/Rate Design)
 - › Financial Plan
 - Revenue Requirements
 - Operations and Maintenance Expenses
 - Debt Service
 - Reserve Requirements
 - Coverage Targets
 - Financial Plan Forecast – Existing Rates
 - › Cost of Service Allocations
 - › Rate Design
 - System Consumption Patterns
 - Scenarios 1 - 4



Utility Rate Study – A 3-Step Process



How much is needed?

1. Financial Plan



Is each customer class
paying their share?

2. Cost of Service Analysis



How should customers
pay?

3. Review Rate Design

Financial Plan



Financial Plan: Inputs and Outputs

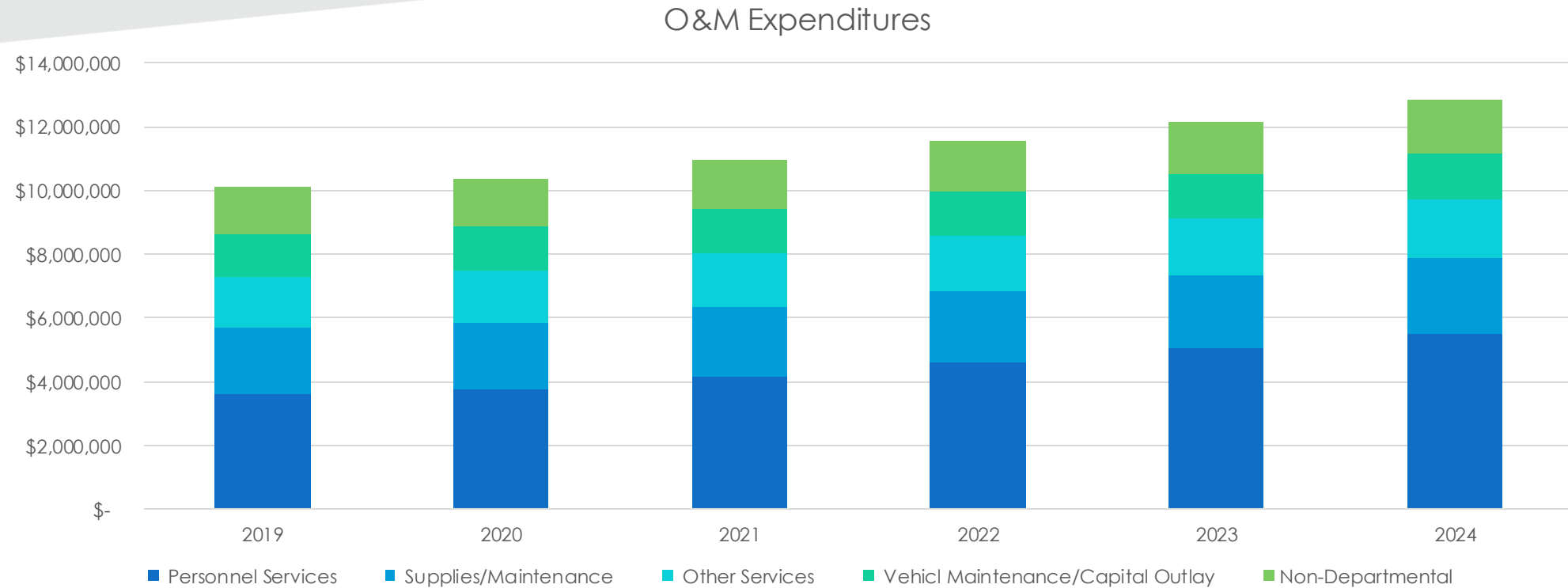
Inputs:

- O&M Expenses
- Capital Expenditures
- Capital Expenditure Financing
- Debt Service Payments
- Customer Accounts
- Customer Demand
- Cash Reserve Balances
- Debt Service Coverage Ratios

Outputs:

- Forecast of Projected Annual % Rate Increases
- Test Year Revenue Requirement from Rates

Operations and Maintenance Expenses

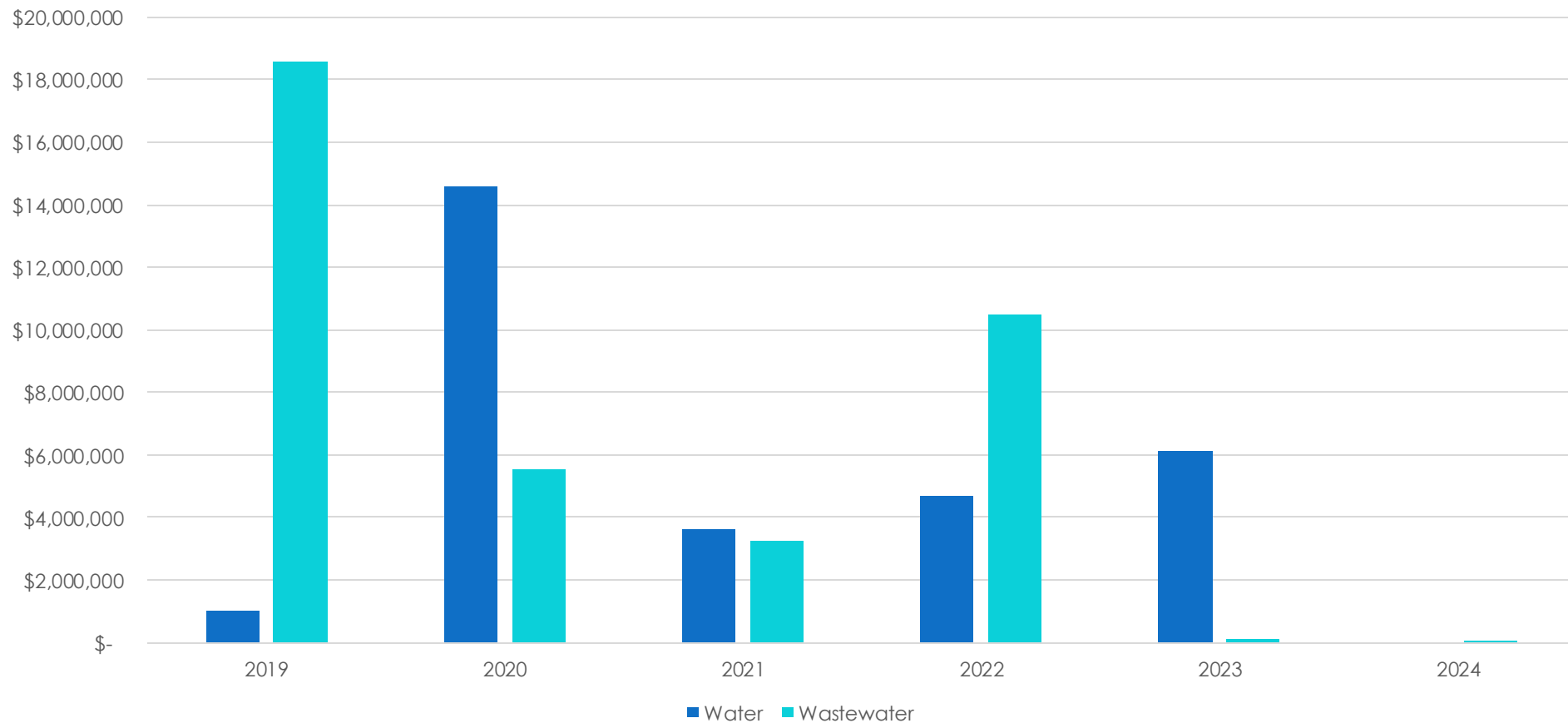


- Amounts are inflated at 3% annually
- Leases are determined by lease schedule



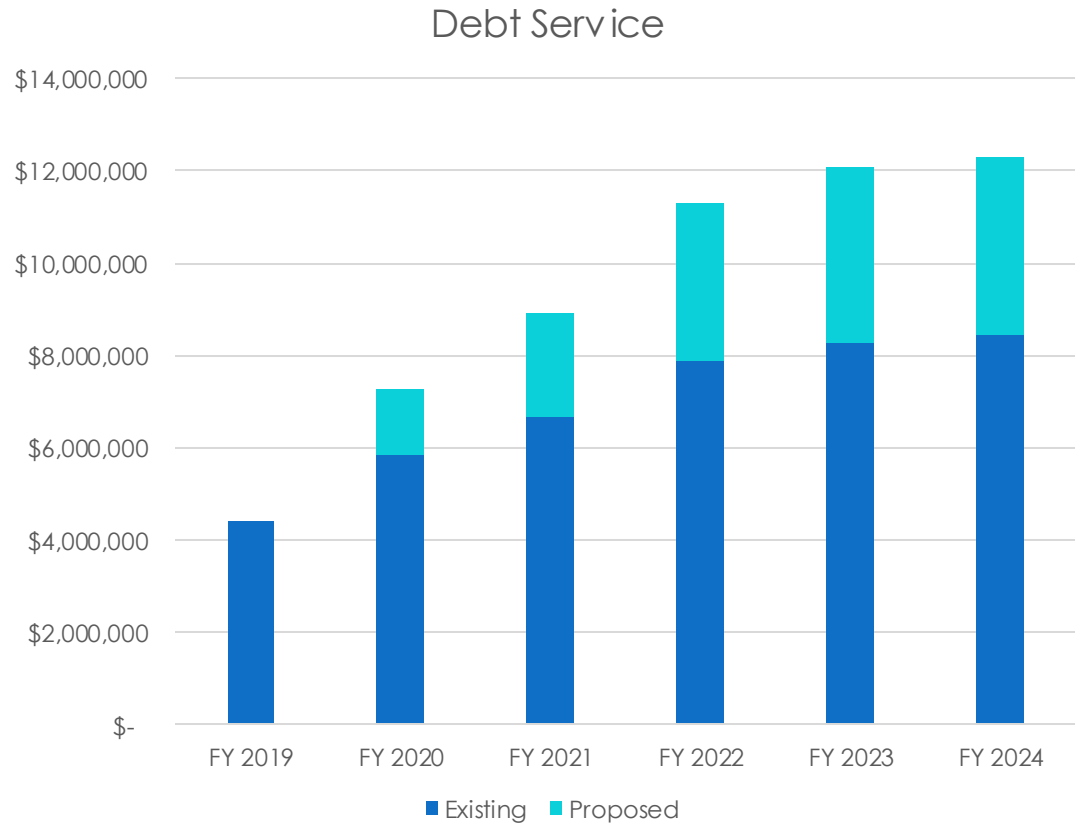
Capital Plan

CIP Breakdown



Debt Service

- Results assume full funding of all capital items
- Assumed Bond Issuances:
 - › \$35,000,000 in 2020
 - Assumes \$4.25 million in Loan Forgiveness
 - 30 Year Term, 2.0% interest
 - › Assumes 20 Year Term at 4% interest
 - \$11,000,000 in 2021
 - \$16,000,000 in 2022
 - \$5,500,000 in 2023
 - \$7,000,000 in 2025
 - 10,000,000 in 2026
 - › Assumes 1% Bond Issuance Cost



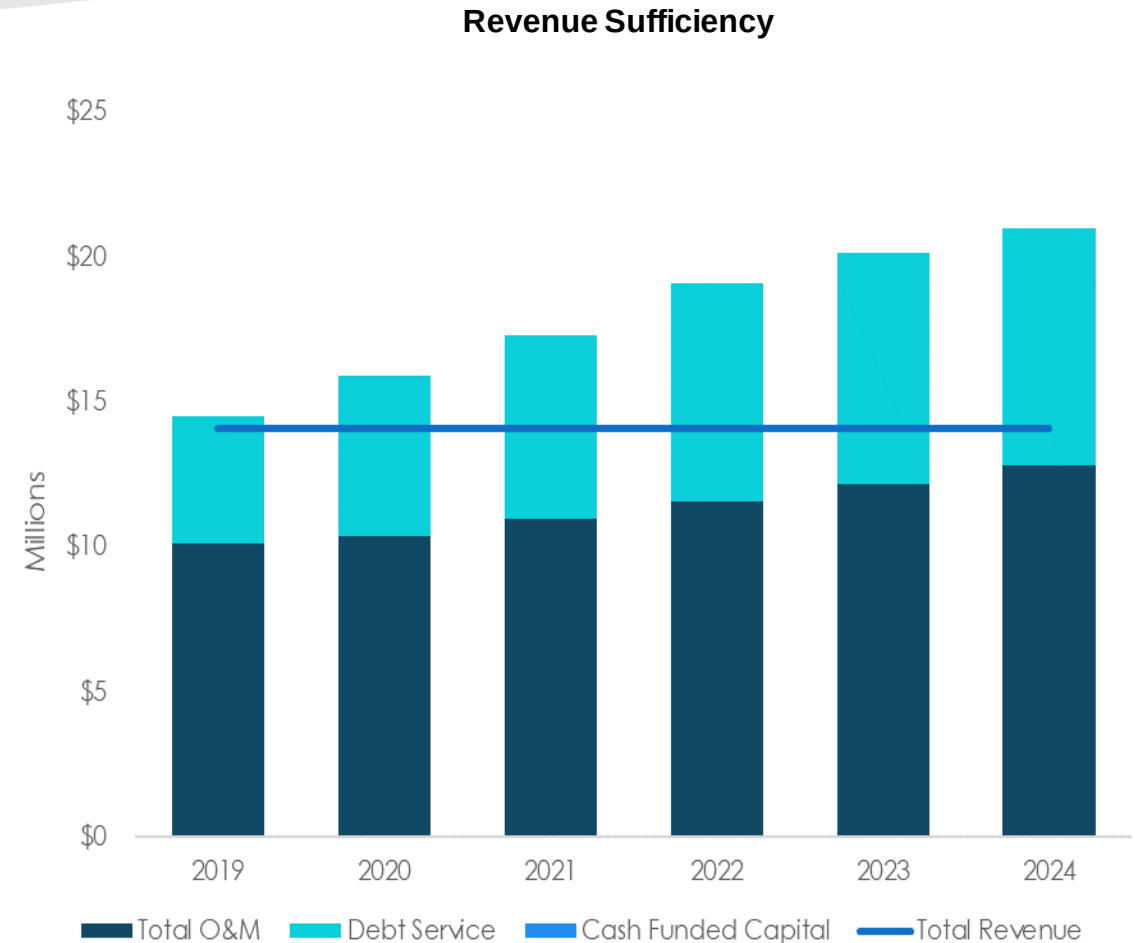
Coverage and Operating Reserve Requirements

- Debt Service Coverage Requirement
 - › Required by Bond Covenants
 - › Utility must maintain a debt service coverage ratio based on the higher of 1.25x its average annual debt service or 1.10x its maximum debt service.
 - › For the 5-year forecast, the higher of the two is the 1.25x the average annual debt service
- Operating Reserve Requirements
 - › 4 months of O&M expenses excluding capital outlay and non-operational, non-departmental costs



Financial Plan at Existing Rates

- Assumes no increase in growth or rates based on historical consumption patterns
- At existing rates, revenue is insufficient to cover costs
- 31% bill growth needed in water and sewer to fully fund 2020 Revenue Requirements



Fund Summary under Current Rates

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Revenues	\$ 14,086,651	\$ 14,086,651	\$ 14,086,651	\$ 14,086,651	\$ 14,086,651	\$ 14,086,651
<i>O&M</i>	\$ 10,094,700	\$ 10,362,543	\$ 10,937,807	\$ 11,539,311	\$ 12,168,111	\$ 12,825,303
<i>Debt Service</i>	\$ 4,423,955	\$ 5,854,702	\$ 6,664,324	\$ 7,856,604	\$ 8,263,325	\$ 8,454,311
<i>Cash Funded Capital</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Requirements	\$ 14,518,655	\$ 16,217,245	\$ 17,602,131	\$ 19,395,915	\$ 20,431,436	\$ 21,279,614
Current Revenue Surplus/(Deficit)	\$ (432,004)	\$ (2,130,594)	\$ (3,515,480)	\$ (5,309,264)	\$ (6,344,785)	\$ (7,192,963)
Ending Balance	\$ 4,913,932	\$ 2,783,337	\$ (732,143)	\$ (6,041,407)	\$ (12,386,191)	\$ (19,579,154)
 Fund Balance as of O&M	 56%	 31%	 -8%	 -60%	 -116%	 -172%
Debt Service Coverage	1.19	0.86	0.67	0.50	0.40	0.32

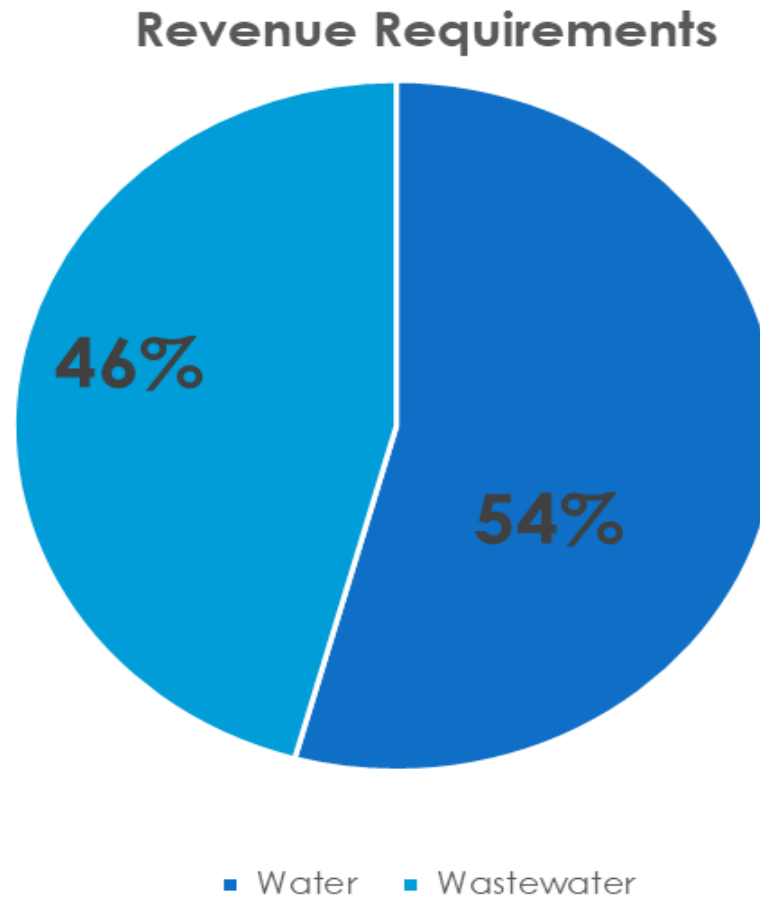
O&M Reserve Target is 4 months of O&M expenses excluding capital outlay and non-operational, non-departmental costs.
DSC Target is 1.25x Average Annual Debt Service or 1.10x Max Debt Service, whichever is greater.



Cost of Service

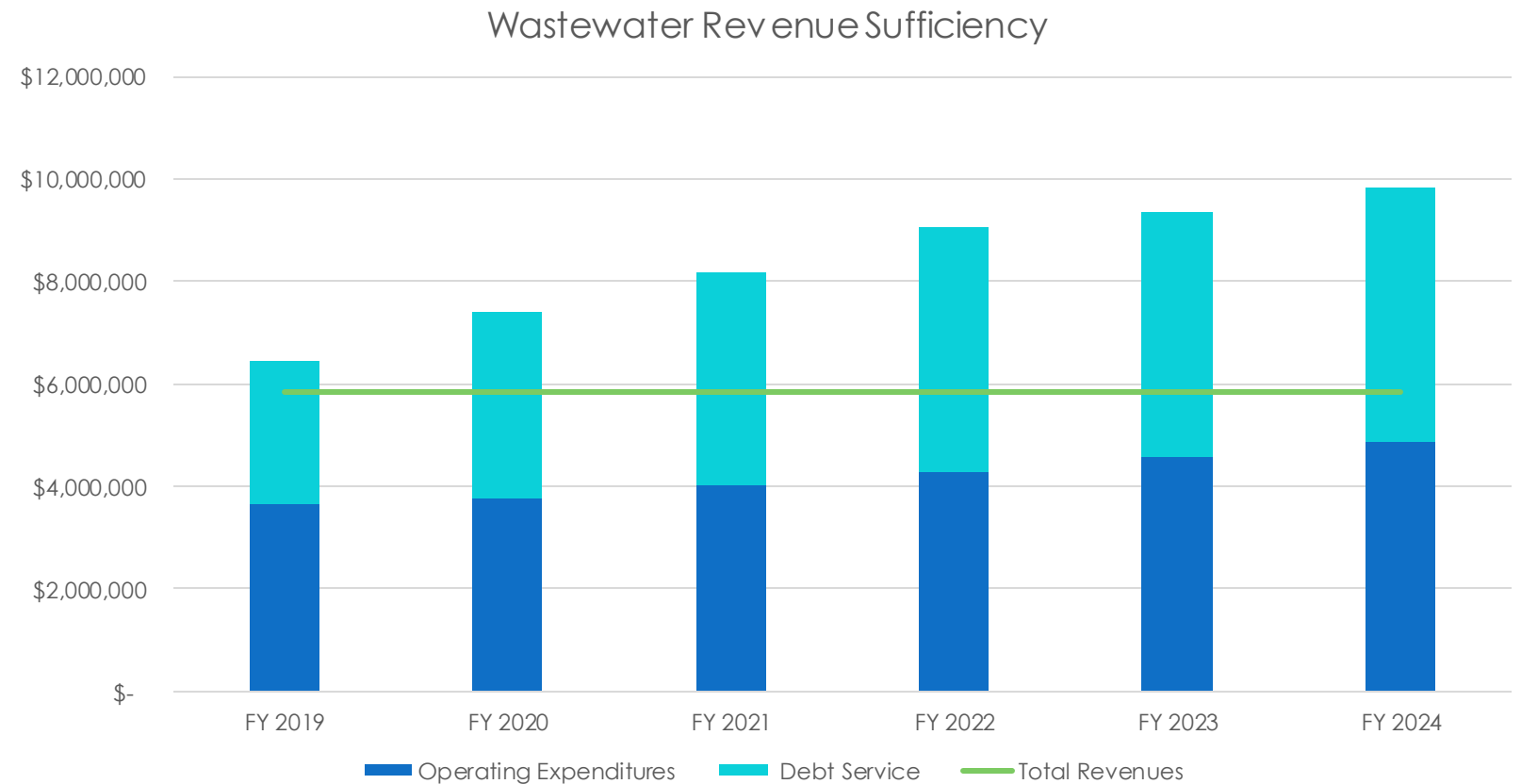


2020 Cost of Service Allocation



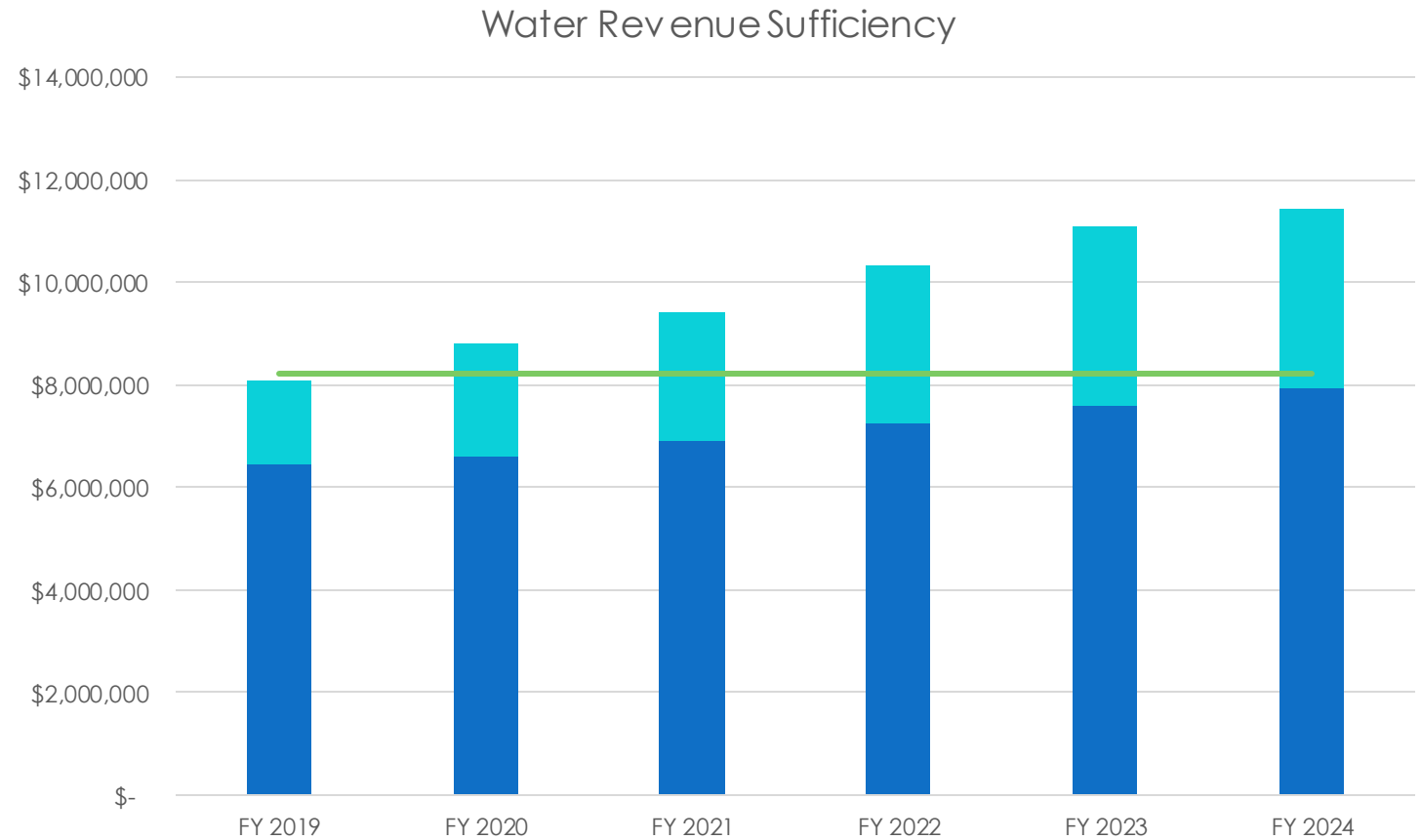
Wastewater Revenue Sufficiency

- Wastewater revenue is under-recovering the wastewater revenue requirement



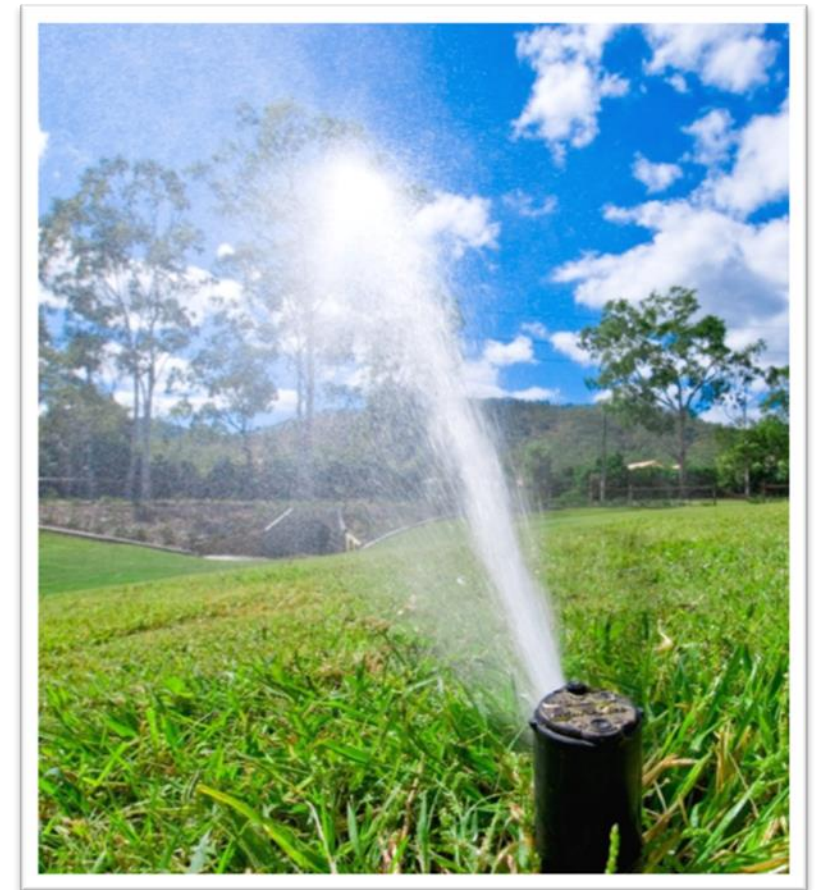
Water Revenue Sufficiency

- Forecasting a shortfall in water starting in FY 2020



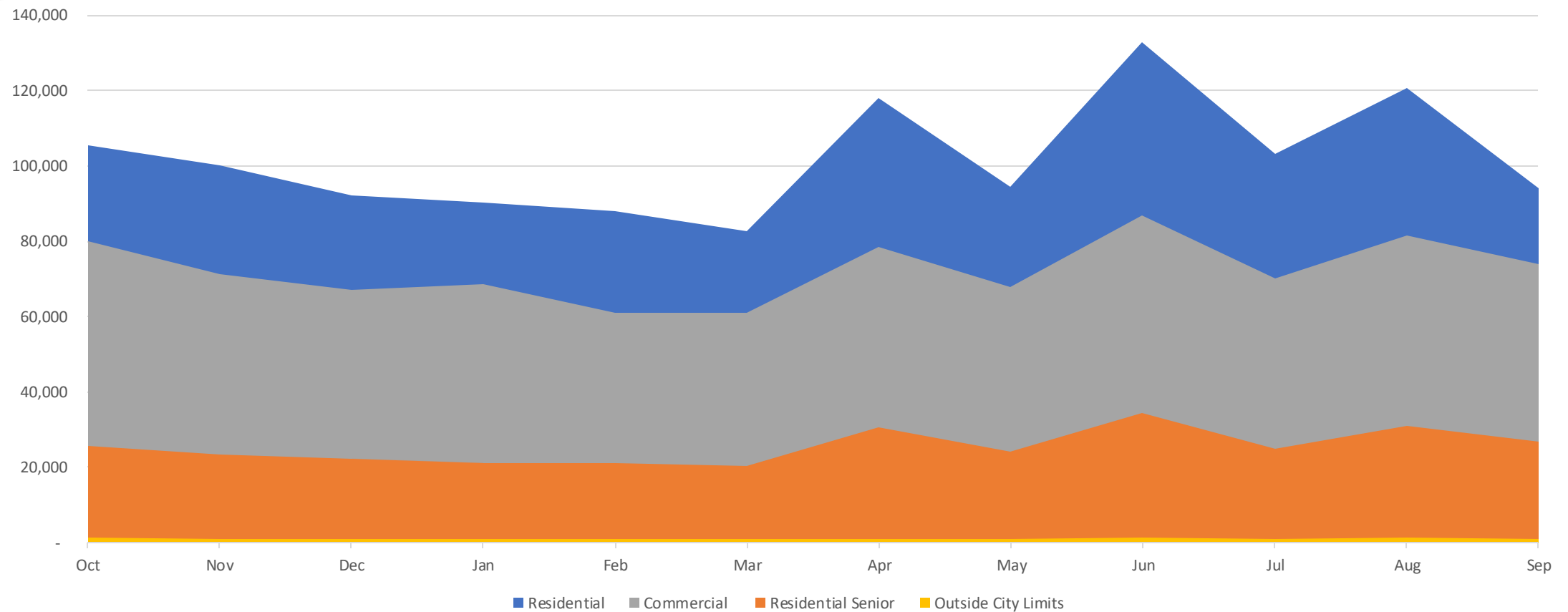
Water Cost of Service

- Recognizes differing service characteristics
 - › Annual usage
 - › Peak demands
 - › Number and size of meters
- Customer classes with higher peaking profiles responsible for larger portion of peak use facilities costs
- Varies by customer class
 - › Single-family residential
 - › Senior class
 - › Commercial

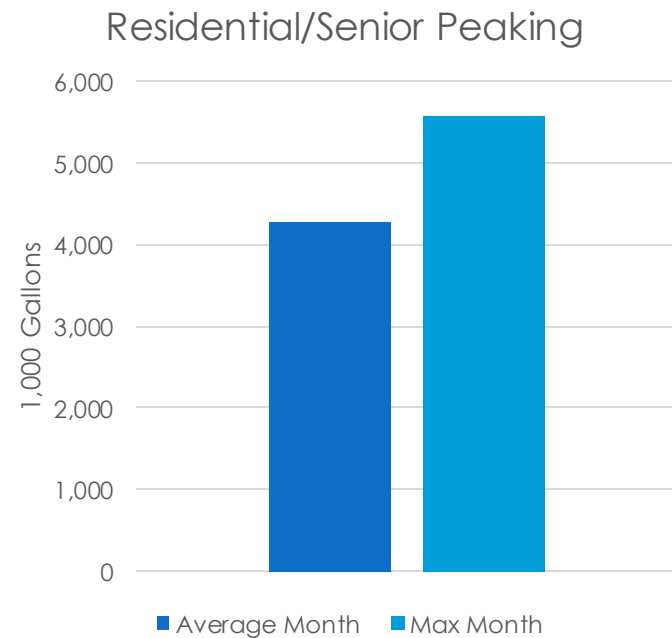


Customer Demands

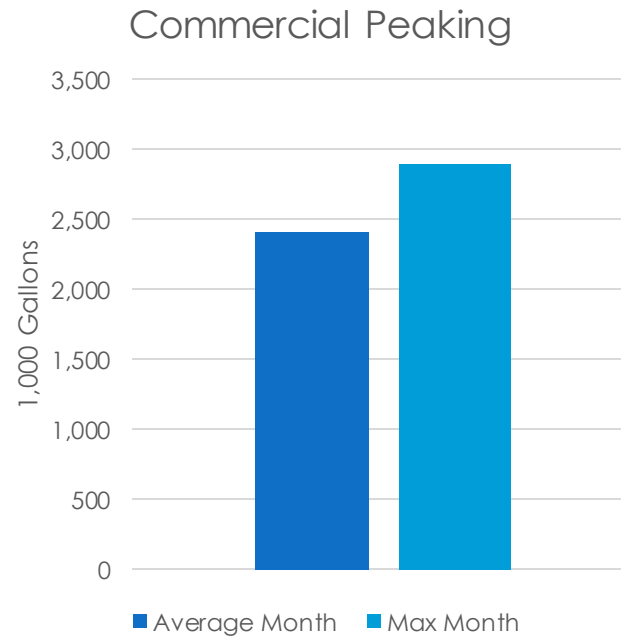
2018 Customer Demands



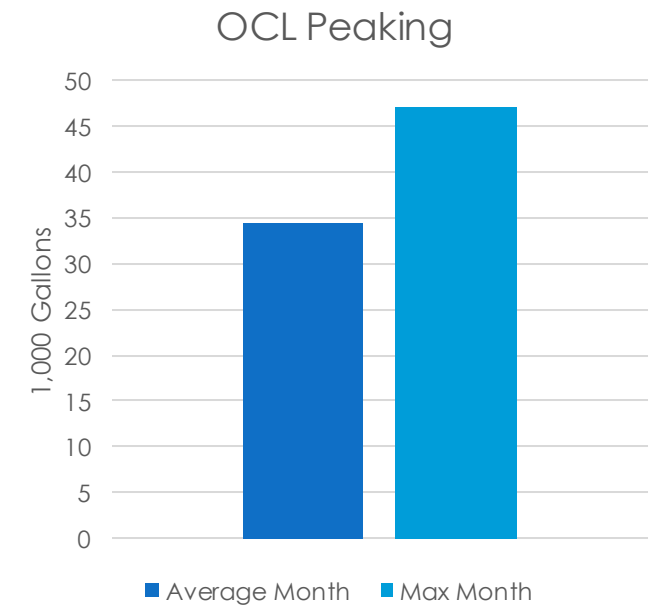
Daily Peaking Demands



Max Month is 1.3x Average Usage



Max Month is 1.2x Average Usage



Max Month is 1.4x Average Usage



Cost of Service Results

- Results showed Residential customers overpay slightly by \$90,000
- Commercial underpay by \$660,000
- OCL Customers currently pay their cost of service
 - › Depending on ICL rate changes the multiplier may need to be adjusted
 - › Currently pay 1.5x the ICL rate

Customer Class	COS	Current Revenue	Difference
Single-Family/Residential/Senior	\$ 5,606,408	\$ 5,698,502	\$ 92,094
Commercial	\$ 2,840,679	\$ 2,176,756	\$ (663,866)
Outside City Limits	\$ 48,102	\$ 52,122	\$ 5,415



Rate Design Scenarios



Why is Rate Design Important

- The revenue requirement for each customer class is determined using cost allocation principles
- Rate design allows the utility to recover the revenue requirement from each customer class to achieve specific policy objectives
- Utilities have broad latitude to implement their desired rate designs



Existing Rate Structure - Residential

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$16.01	0 – 19,999	\$1.65 per 1,000 gallons
1"	\$16.01	20,000+	\$1.70 per 1,000 gallons
1.5"	\$16.01		
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"+	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$14.55	\$0.98 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate
\$7.28	\$1.49 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate
\$6.31	\$0.61 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates



Existing Rate Structure - Commercial

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$22.50	0 – 19,999	\$1.70 per 1,000 gallons
1"	\$22.50	20,000+	\$1.85 per 1,000 gallons
1.5"	\$22.50		
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"+	\$90.00		

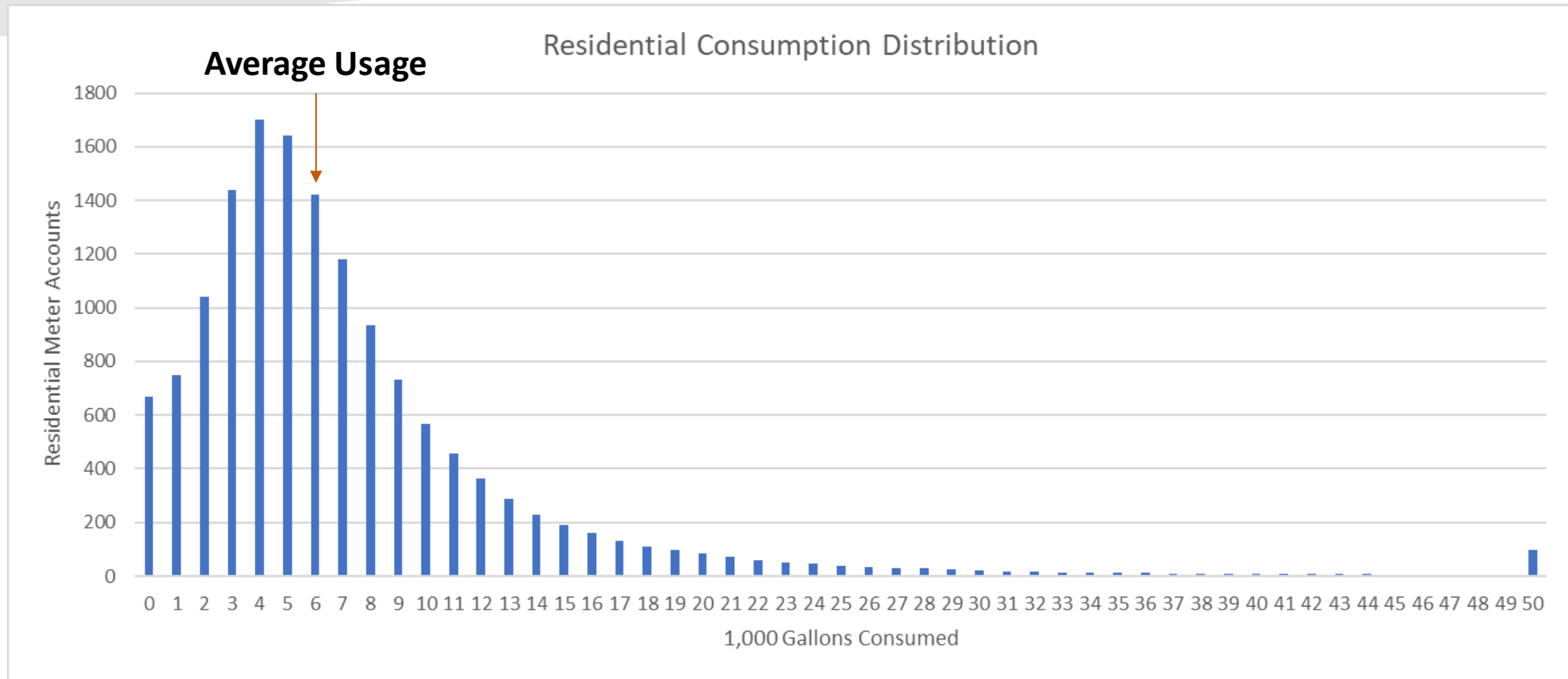
Sewer

Base Fee	Rate (all gallons)
\$22.97	\$1.30 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates

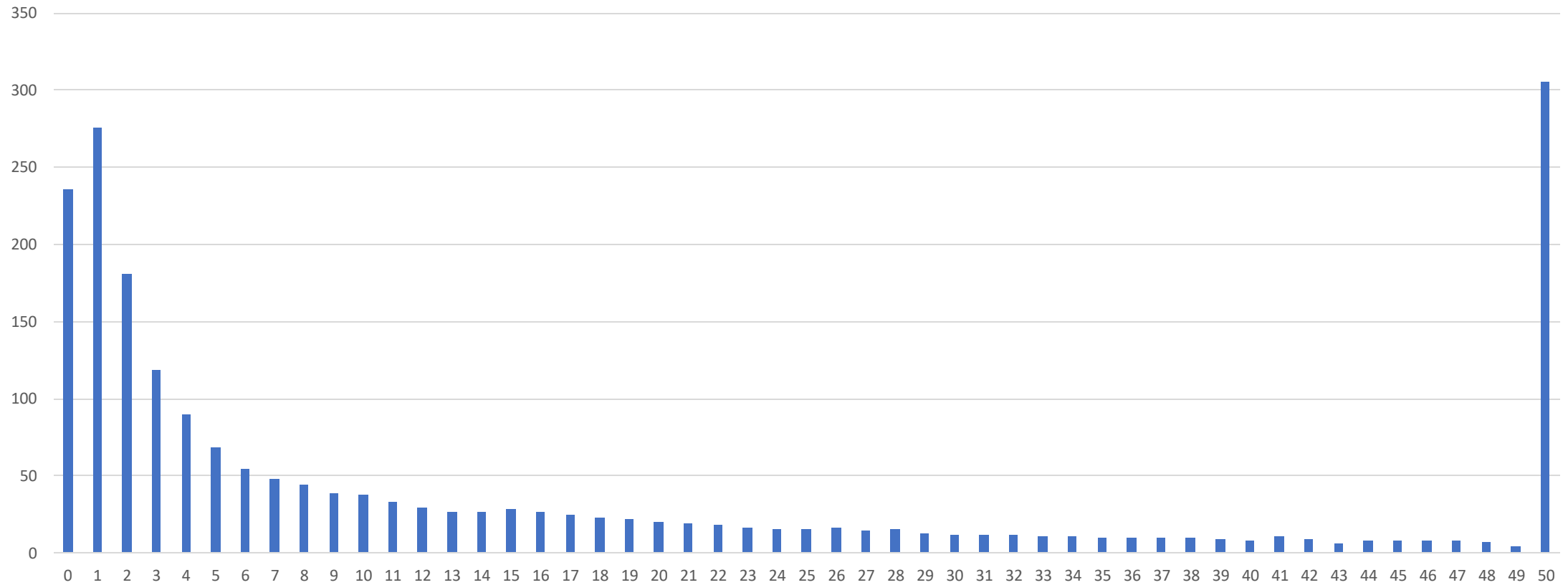


Residential Consumption by Block



Commercial Consumption by Block

Commercial Usage



Alternative Scenarios

Scenario 1

1. Increase wastewater significantly over the next couple of years to fully fund itself
2. Brings commercial rates closer to cost of service in 2020.

Scenario 2

1. Adjust tiered rates based on average residential customer to collect more revenue
2. Add additional tier for commercial
3. Adjust wastewater rates to full cost recovery

Scenario 3

1. Percent Increase across utility to meet debt service coverage & combined revenue requirements.

Scenario 4

1. Adjust tiered rates for water based on 18% revenue increase



Scenario 1

- Bring commercial water class closer to cost of service with 42% increase in volumetric rate in 2020.
- Increase water base/volumetric rates from 2021 onwards to maintain sufficiency

	2020	2021	2022	2023	2024
Water Base Increase	0%	10%	12%	5%	4%
Water Volumetric Increase	*	10%	12%	5%	4%
Wastewater Base Increase	15%	10%	12%	5%	4%
Wastewater Volumetric Increase	60%	10%	12%	5%	4%

*Residential was not adjusted in 2020. Only commercial volumetric rate was adjusted.



Scenario 1 Results

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Revenues	\$ 14,086,651	\$ 16,483,186	\$ 18,043,635	\$ 20,102,428	\$ 21,247,963	\$ 22,040,144
<i>O&M</i>	\$ 10,094,700	\$ 10,362,543	\$ 10,937,807	\$ 11,539,311	\$ 12,168,111	\$ 12,825,303
<i>Debt Service</i>	\$ 4,423,955	\$ 5,854,702	\$ 6,664,324	\$ 7,856,604	\$ 8,263,325	\$ 8,454,311
<i>Cash Funded Capital</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Requirements	\$ 14,518,655	\$ 16,217,245	\$ 17,602,131	\$ 19,395,915	\$ 20,431,436	\$ 21,279,614
Current Revenue Surplus/(Deficit)	\$ (432,004)	\$ 265,940	\$ 441,503	\$ 706,513	\$ 816,527	\$ 760,530
Ending Balance	\$ 4,913,932	\$ 5,179,872	\$ 5,621,375	\$ 6,327,888	\$ 7,144,415	\$ 7,904,945
Fund Balance as of O&M	56%	58%	59%	63%	67%	70%
Debt Service Coverage	1.19	1.26	1.26	1.25	1.25	1.26

Proposed Rate Structure - Residential

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$16.01	0 – 19,999	\$1.65 per 1,000 gallons
1"	\$16.01	20,000+	\$1.70 per 1,000 gallons
1.5"	\$16.01		
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"+	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$16.73	\$1.57 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate
\$7.28	\$1.49 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate
\$7.26	\$0.98 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates



Proposed Rate Structure - Commercial

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$22.50	0 – 19,999	\$2.41 per 1,000 gallons
1"	\$22.50	20,000+	\$2.62 per 1,000 gallons
1.5"	\$22.50		
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"+	\$90.00		

Sewer

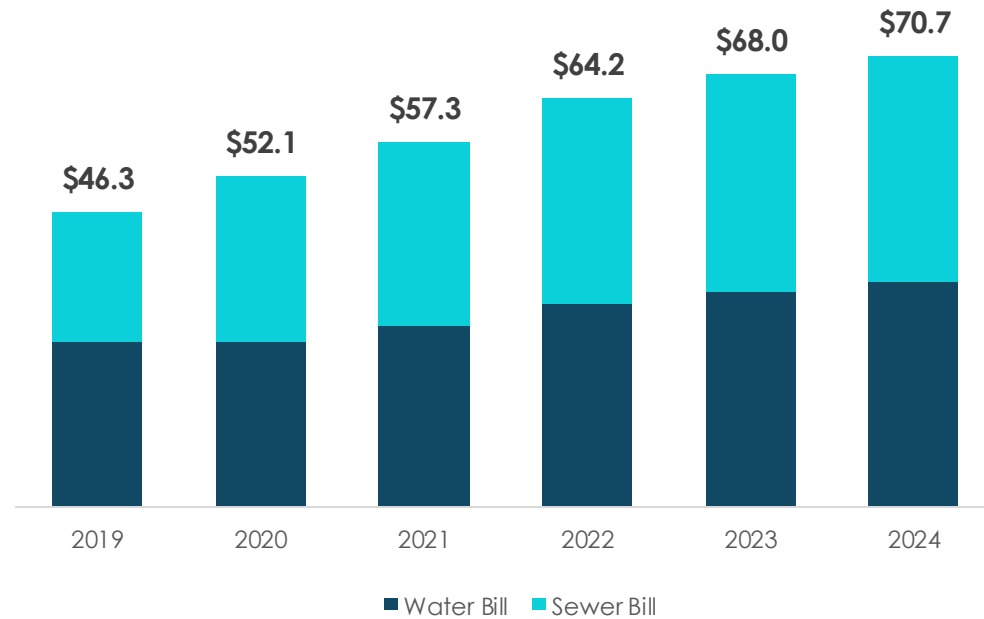
Base Fee	Rate (all gallons)
\$26.42	\$2.08 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates

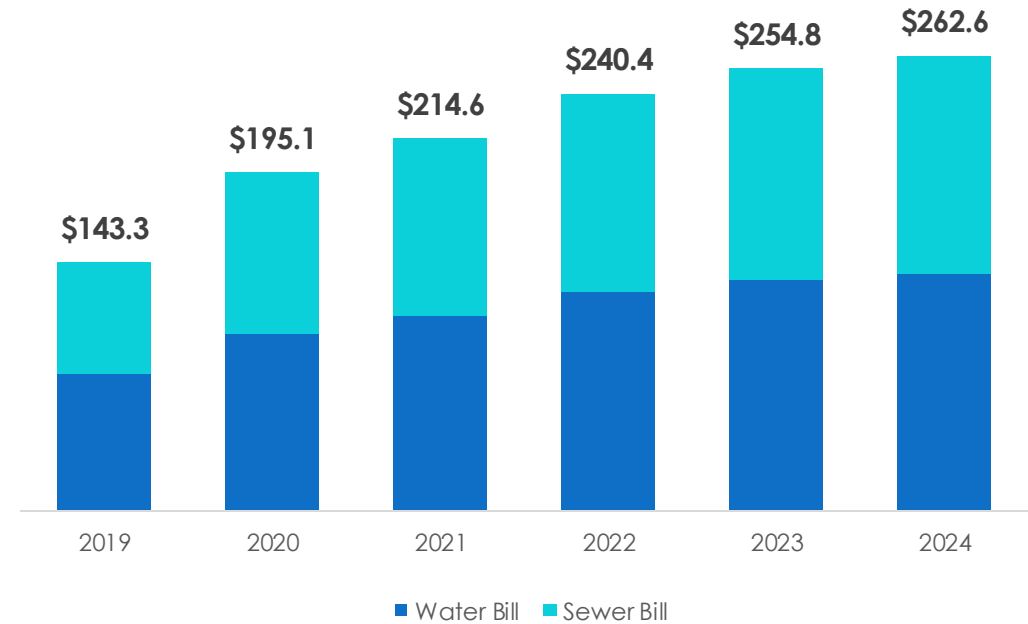


Scenario 1 Results

Total Residential Bill



Total Commercial Bill

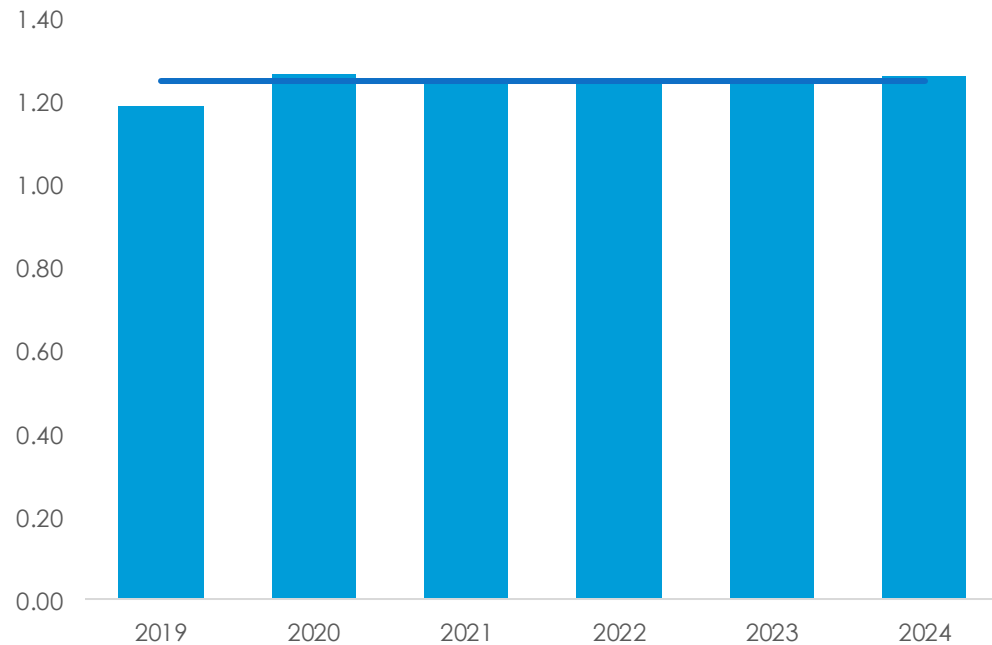


Residential bill calculations based on $\frac{3}{4}$ " meter and 6,000 gallon customer
Commercial bill calculations based on 1" meter and 32,000 gallon customer

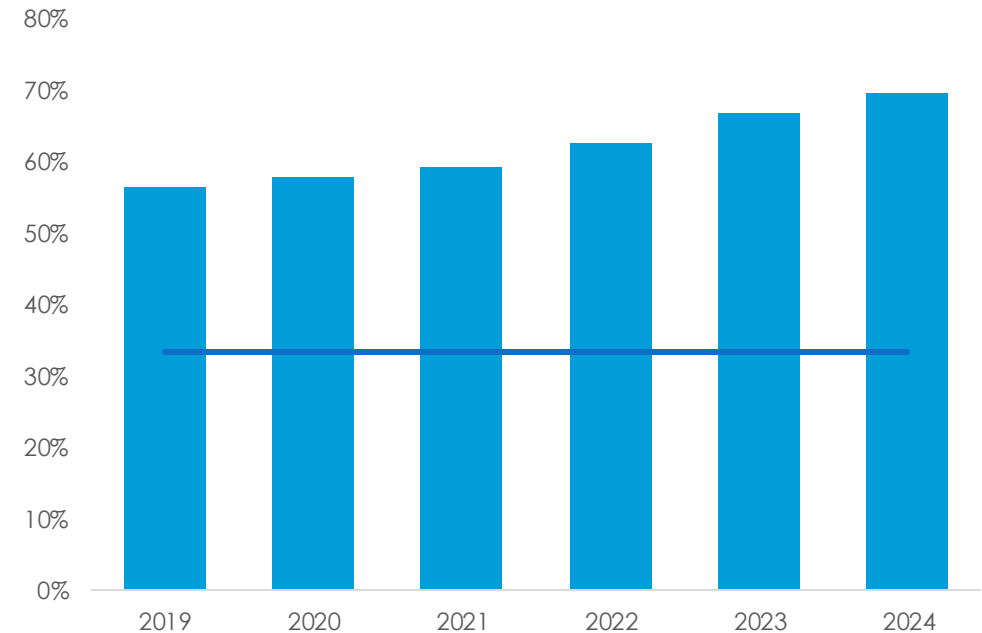


Scenario 1 Results

Debt Service Coverage



Operating Reserve



O&M Reserve Target is 4 months of O&M expenses excluding capital outlay and non-operational, non-departmental costs.
DSC Target is 1.25x Average Annual Debt Service or 1.10x Max Debt Service, whichever is greater.

Scenario 2

1. Adjust rate structure based on average residential customer for water to promote conservation and collect more revenue.¹
2. Add additional tier for commercial
3. Adjust Wastewater rates to fully recover revenue requirement

	2020	2021	2022	2023	2024
Water Base Increase	0%	10%	13%	6%	3%
Water Volumetric Increase	0%	10%	13%	6%	3%
Wastewater Base Increase	20%	10%	13%	6%	3%
Wastewater Volumetric Increase	55%	10%	13%	6%	3%

¹ TWDB Water Conservation Implementation Task Force Water Conservation Best Management Practices Guide recommends price increases between blocks should be no less than 25 percent of the previous block.

Scenario 2 Results

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Revenues	\$ 14,086,651	\$ 16,457,498	\$ 17,976,096	\$ 20,189,498	\$ 21,342,100	\$ 21,945,675
<i>O&M</i>	\$ 10,094,700	\$ 10,362,543	\$ 10,937,807	\$ 11,539,311	\$ 12,168,111	\$ 12,825,303
<i>Debt Service</i>	\$ 4,423,955	\$ 5,854,702	\$ 6,664,324	\$ 7,856,604	\$ 8,263,325	\$ 8,454,311
<i>Cash Funded Capital</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Requirements	\$ 14,518,655	\$ 16,217,245	\$ 17,602,131	\$ 19,395,915	\$ 20,431,436	\$ 21,279,614
Current Revenue Surplus/(Deficit)	\$ (432,004)	\$ 240,252	\$ 373,964	\$ 793,584	\$ 910,664	\$ 666,061
Ending Balance	\$ 4,913,932	\$ 5,154,184	\$ 5,528,148	\$ 6,321,732	\$ 7,232,396	\$ 7,898,457
 Fund Balance as of O&M	 56%	 58%	 58%	 63%	 67%	 70%
Debt Service Coverage	1.19	1.26	1.25	1.26	1.26	1.25

Proposed Rate Structure - Residential

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$16.01	0 – 5,999	\$1.65 per 1,000 gallons
1"	\$16.01	6,000-19,999	\$1.90 per 1,000 gallons
1.5"	\$16.01	>20,000	\$2.19 per 1,000 gallons
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"+	\$90.00		

Sewer

Base Fee	Rate (all gallons)
\$17.46	\$1.57 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate
\$7.28	\$1.49 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate
\$7.57	\$0.98 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates



Proposed Rate Structure - Commercial

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$22.50	0 – 5,999	\$1.70 per 1,000 gallons
1"	\$22.50	6,000-19,999	\$1.96 per 1,000 gallons
1.5"	\$22.50	>20,000	\$2.26 per 1,000 gallons
2"	\$26.00		
3"	\$36.00		
4"	\$55.00		
6"+	\$90.00		

Sewer

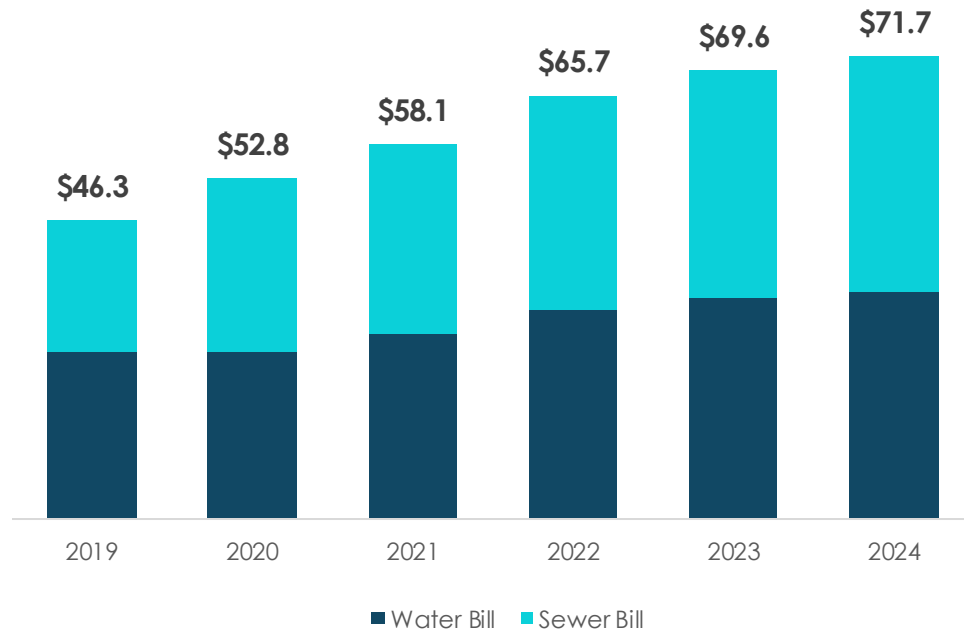
Base Fee	Rate (all gallons)
\$27.56	\$2.08 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates

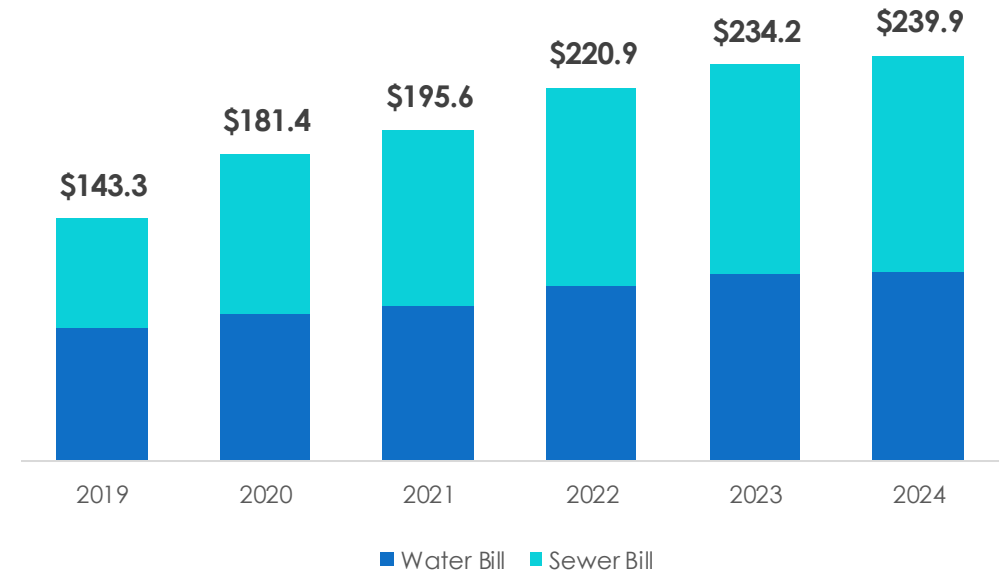


Scenario 2 Results

Total Residential



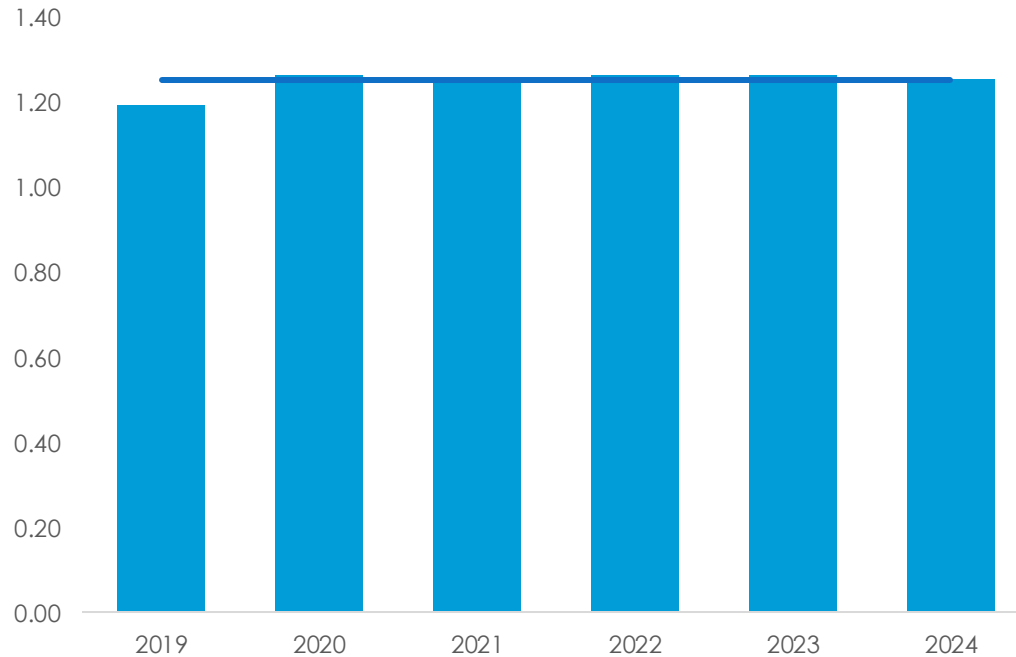
Total Commercial



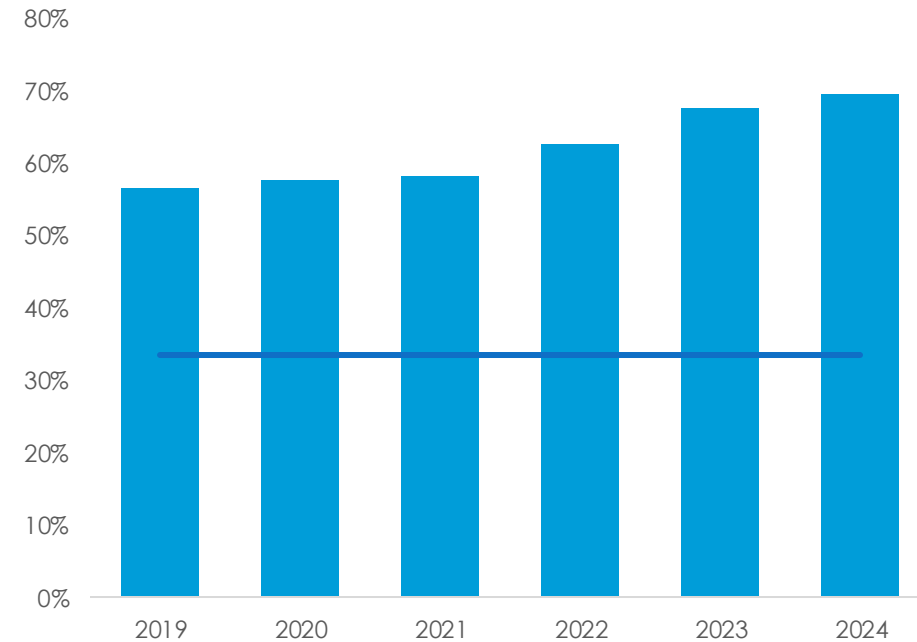
Residential bill calculations based on $\frac{3}{4}$ " meter and 6,000 gallon customer
Commercial bill calculations based on 1" meter and 32,000 gallon customer

Scenario 2 Results

Debt Service Coverage



Operating Reserve



O&M Reserve Target is 4 months of O&M expenses excluding capital outlay and non-operational, non-departmental costs.
DSC Target is 1.25x Average Annual Debt Service or 1.10x Max Debt Service, whichever is greater.

Scenario 3

1. Combined utility increases
2. Not based on cost of service

	2020	2021	2022	2023	2024
Water Base Increase	18%	10%	12%	6%	4%
Water Volumetric Increase	18%	10%	12%	6%	4%
Wastewater Base Increase	18%	10%	12%	6%	4%
Wastewater Volumetric Increase	18%	10%	12%	6%	4%



Scenario 3

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Revenues	\$ 14,086,651	\$ 16,458,255	\$ 18,019,493	\$ 20,074,143	\$ 21,217,494	\$ 22,001,147
<i>O&M</i>	\$ 10,094,700	\$ 10,362,543	\$ 10,937,807	\$ 11,539,311	\$ 12,168,111	\$ 12,825,303
<i>Debt Service</i>	\$ 4,423,955	\$ 5,854,702	\$ 6,664,324	\$ 7,856,604	\$ 8,263,325	\$ 8,454,311
<i>Cash Funded Capital</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Requirements	\$ 14,518,655	\$ 16,217,245	\$ 17,602,131	\$ 19,395,915	\$ 20,431,436	\$ 21,279,614
Current Revenue Surplus/(Deficit)	\$ (432,004)	\$ 241,009	\$ 417,362	\$ 678,229	\$ 786,059	\$ 721,533
Ending Balance	\$ 4,913,932	\$ 5,154,941	\$ 5,572,303	\$ 6,250,531	\$ 7,036,590	\$ 7,758,123
Fund Balance as of O&M	56%	58%	59%	62%	66%	68%
Debt Service Coverage	1.19	1.26	1.25	1.25	1.25	1.26

Proposed Rate Structure - Residential

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$18.89	0 – 19,999	\$1.95 per 1,000 gallons
1"	\$18.89	>20,000	\$2.01 per 1,000 gallons
1.5"	\$18.89		
2"	\$30.68		
3"	\$42.48		
4"	\$64.90		
6"+	\$106.20		

Sewer

Base Fee	Rate (all gallons)
\$17.17	\$1.16 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate
\$8.59	\$1.76 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate
\$7.45	\$0.72 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates



Proposed Rate Structure - Commercial

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$26.55	0 – 19,999	\$2.01 per 1,000 gallons
1"	\$26.55	>20,000	\$2.18 per 1,000 gallons
1.5"	\$26.55		
2"	\$30.68		
3"	\$42.48		
4"	\$64.90		
6"+	\$106.2		

Sewer

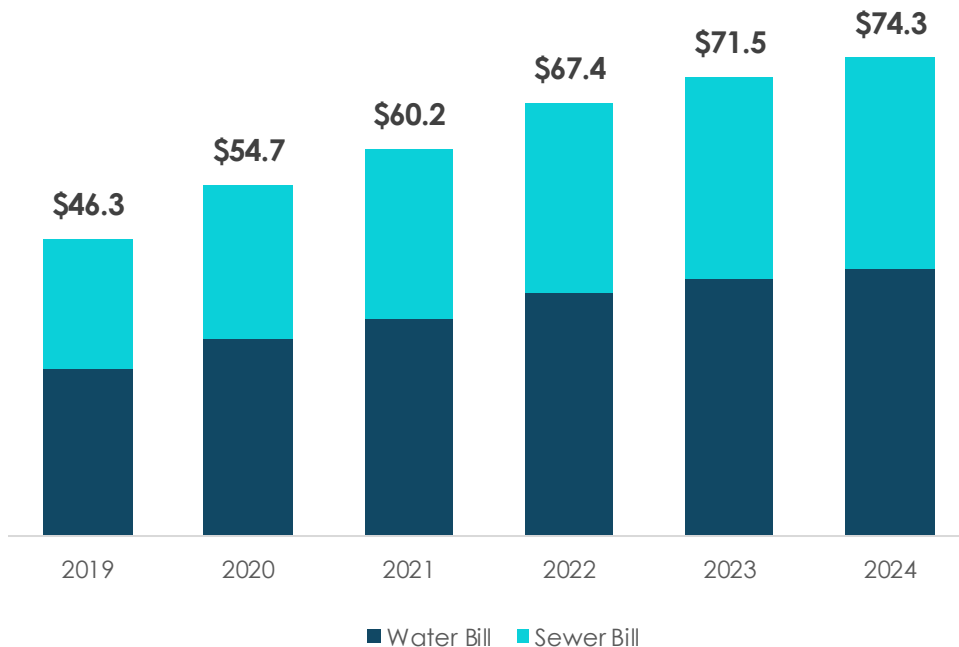
Base Fee	Rate (all gallons)
\$27.10	\$1.53 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates

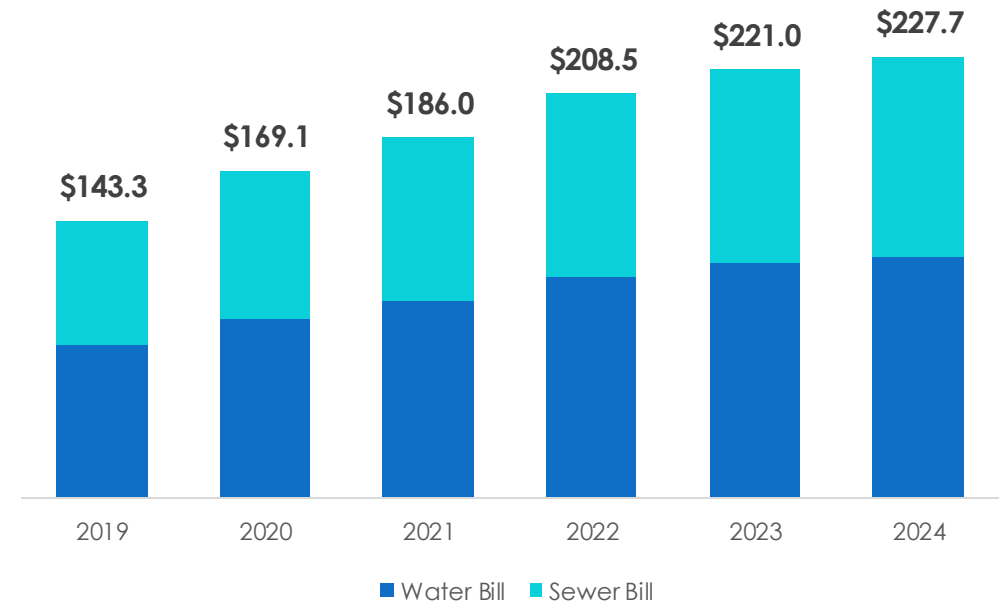


Scenario 3 Results

Total Residential Bill



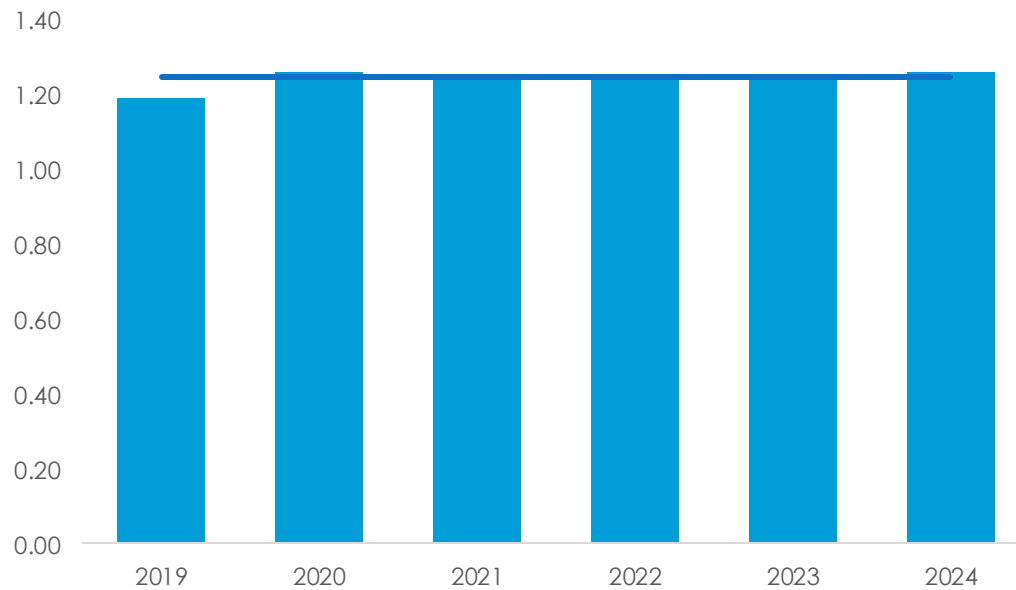
Total Commercial Bill



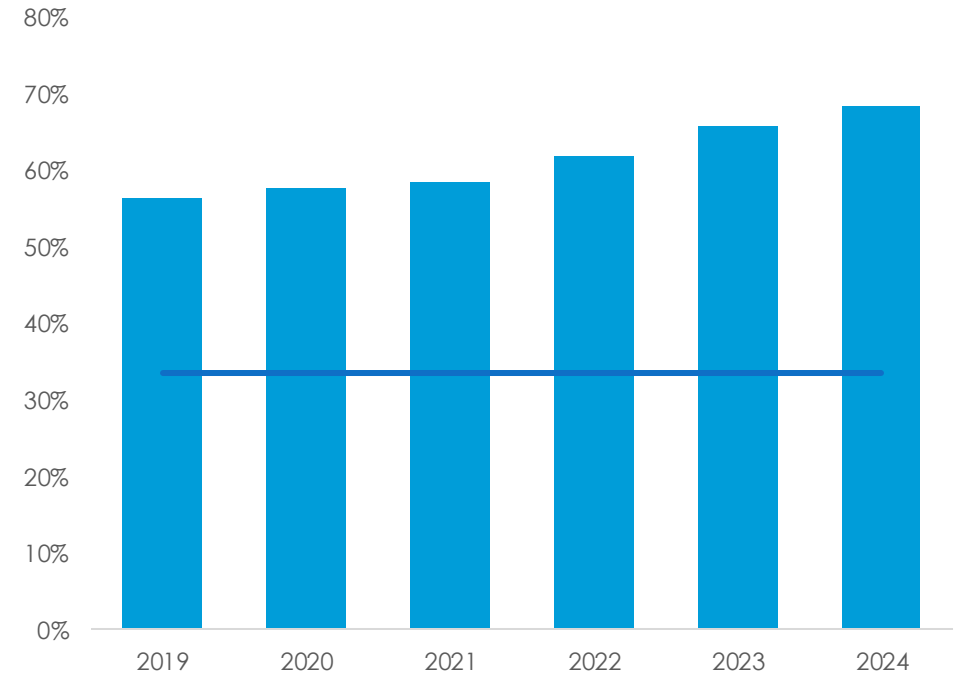
Residential bill calculations based on $\frac{3}{4}$ " meter and 6,000 gallon customer
Commercial bill calculations based on 1" meter and 32,000 gallon customer

Scenario 3 Results

Debt Service Coverage



Operating Reserve



O&M Reserve Target is 4 months of O&M expenses excluding capital outlay and non-operational, non-departmental costs.
DSC Target is 1.25x Average Annual Debt Service or 1.10x Max Debt Service, whichever is greater.

Scenario 4

1. Combined utility increases
2. Addition of two residential tiers
3. Not based on cost of service

	2020	2021	2022	2023	2024
Water Base Increase	18%	10%	12%	6%	4%
Water Volumetric Increase	*	10%	12%	6%	4%
Wastewater Base Increase	18%	10%	12%	6%	4%
Wastewater Volumetric Increase	18%	10%	12%	6%	4%

*Addition of tiers



Scenario 4

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Revenues	\$ 13,865,426	\$ 16,463,523	\$ 18,014,734	\$ 20,069,548	\$ 21,221,169	\$ 22,008,122
<u>O&M</u>						
O&M	\$ 10,094,700	\$ 10,362,543	\$ 10,937,807	\$ 11,539,311	\$ 12,168,111	\$ 12,825,303
Debt Service	\$ 4,423,955	\$ 5,854,702	\$ 6,664,324	\$ 7,856,604	\$ 8,263,325	\$ 8,454,311
Cash Funded Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Requirements	\$ 14,518,655	\$ 16,217,245	\$ 17,602,131	\$ 19,395,915	\$ 20,431,436	\$ 21,279,614
Current Revenue Surplus/(Deficit)	\$ (653,230)	\$ 246,278	\$ 412,602	\$ 673,633	\$ 789,733	\$ 728,508
Ending Balance	\$ 4,692,706	\$ 4,938,984	\$ 5,351,586	\$ 6,025,219	\$ 6,814,952	\$ 7,543,460
Fund Balance as of O&M	54%	55%	56%	60%	64%	66%
Debt Service Coverage	1.14	1.26	1.25	1.25	1.25	1.26

Proposed Rate Structure - Residential

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$18.89	0 – 2,999	\$1.73 per 1,000 gallons
1"	\$18.89	3,000-5,999	\$1.90 per 1,000 gallons
1.5"	\$18.89	6,000-19,999	\$2.25 per 1,000 gallons
2"	\$30.68	>20,000	\$2.60 per 1,000 gallons
3"	\$42.48		
4"	\$64.90		
6"+	\$106.20		

Sewer

Base Fee	Rate (all gallons)
\$17.17	\$1.16 per 1,000 gallons

Senior Citizen Water

Base Fee	Rate
\$8.59	\$1.56 per 1,000 gallons

Senior Citizen Wastewater

Base Fee	Rate
\$7.45	\$0.72 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates



Proposed Rate Structure - Commercial

Water

Meter Size	Base Fee	Volumetric Rates (all gallons)	
5/8" or 3/4"	\$26.55	0 – 19,999	\$2.01 per 1,000 gallons
1"	\$26.55	>20,000	\$2.18 per 1,000 gallons
1.5"	\$26.55		
2"	\$30.68		
3"	\$42.48		
4"	\$64.90		
6"+	\$106.2		

Sewer

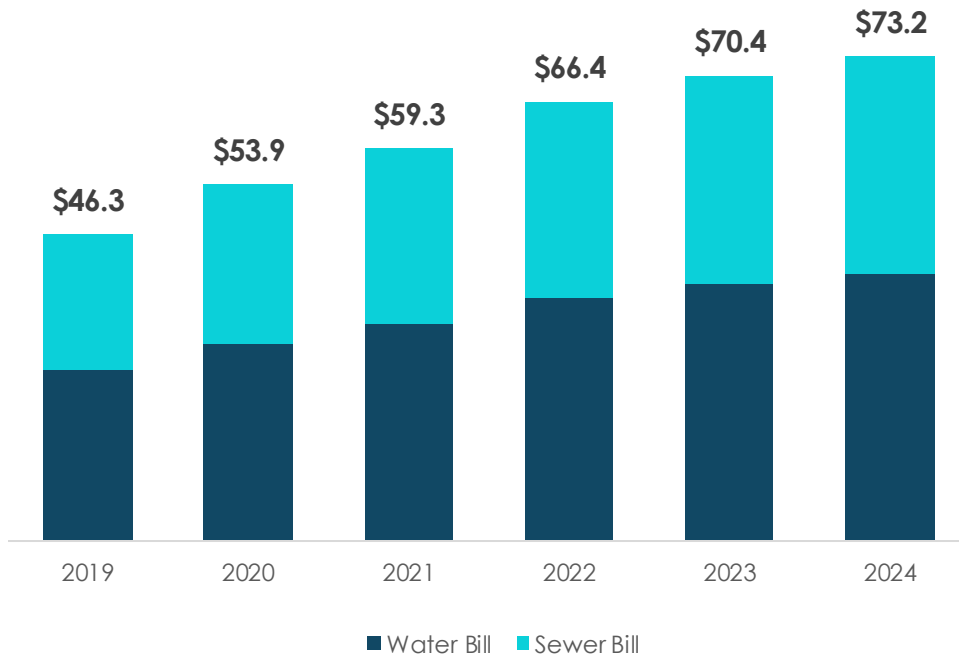
Base Fee	Rate (all gallons)
\$27.10	\$1.53 per 1,000 gallons

Outside-City Limit Rates are 1.50 times the Inside-City Limit Rates

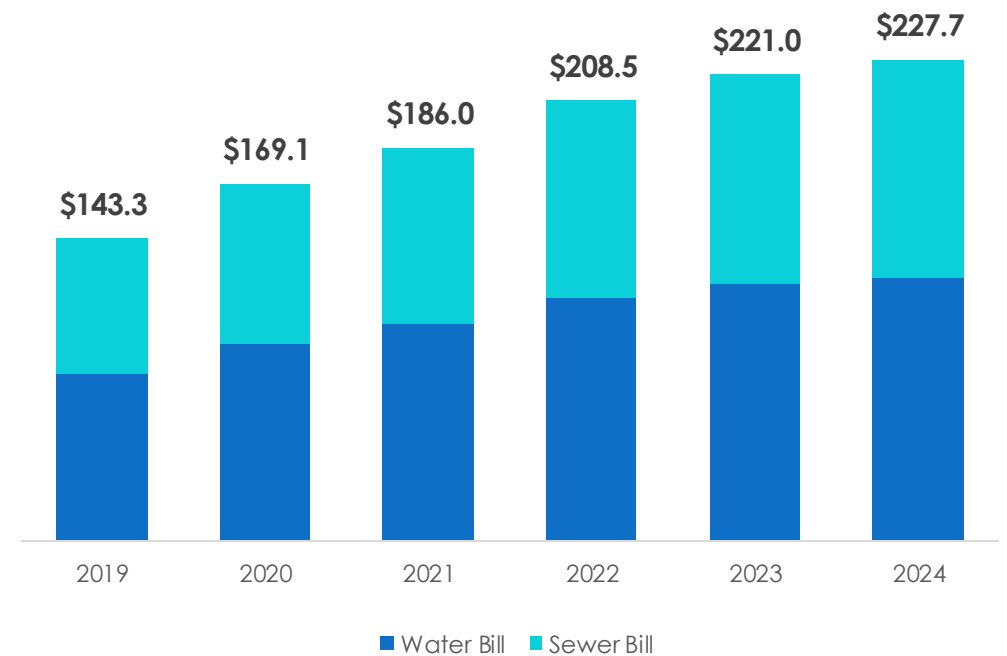


Scenario 4 Results

Total Residential Bill



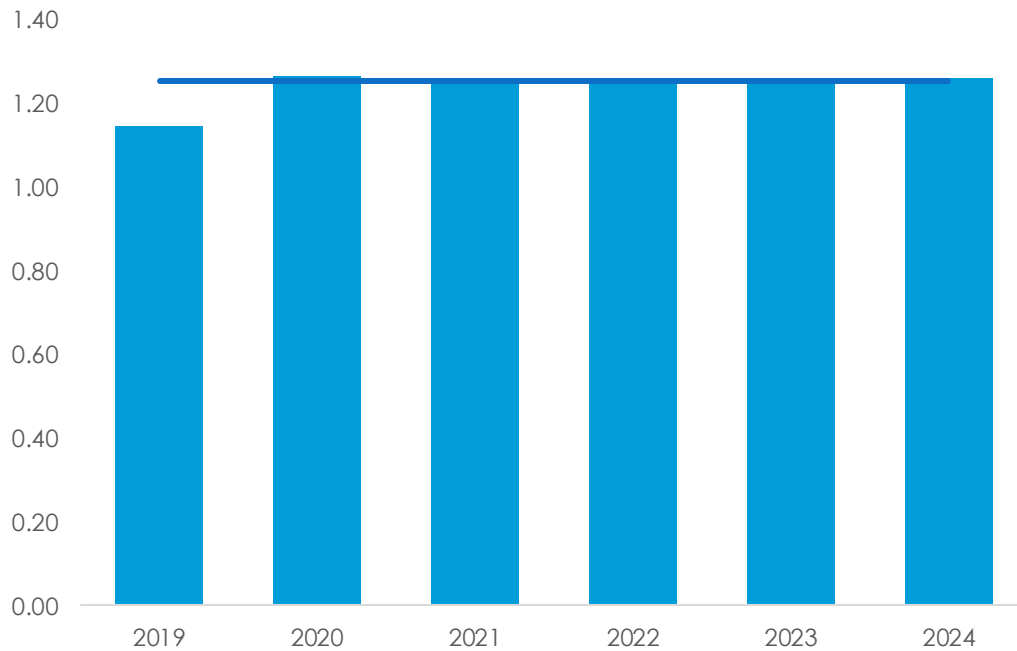
Total Commercial Bill



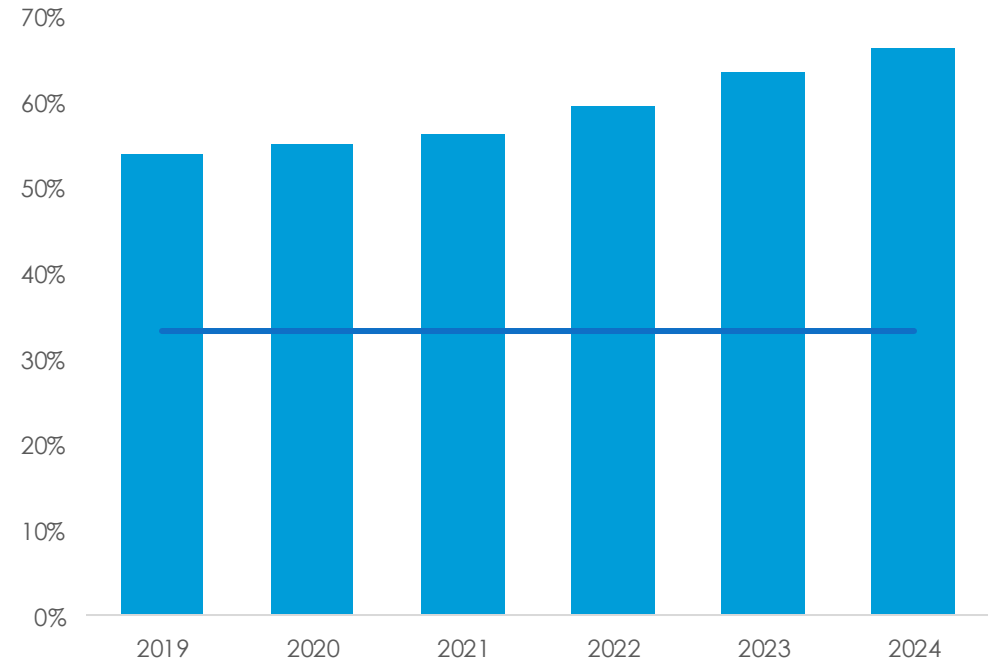
Residential bill calculations based on $\frac{3}{4}$ " meter and 6,000 gallon customer
Commercial bill calculations based on 1" meter and 32,000 gallon customer

Scenario 4 Results

Debt Service Coverage



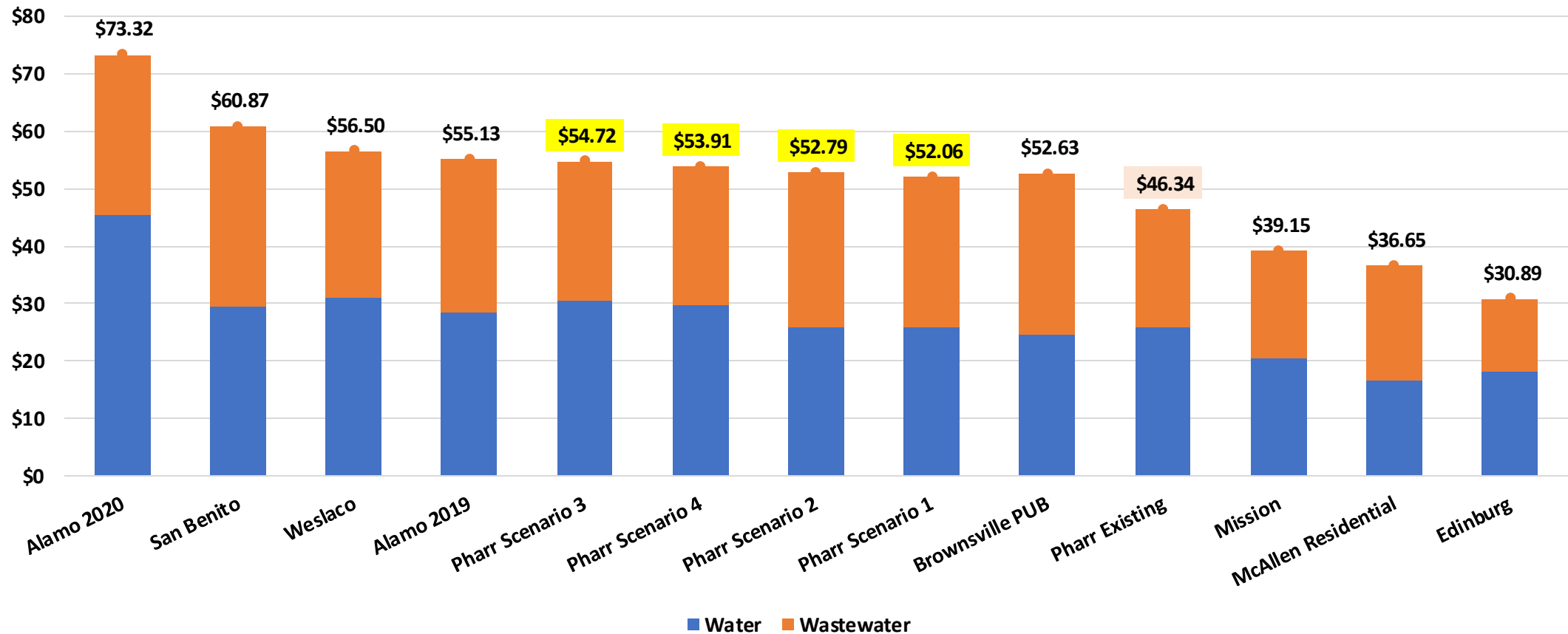
Operating Reserve



O&M Reserve Target is 4 months of O&M expenses excluding capital outlay and non-operational, non-departmental costs. DSC Target is 1.25x Average Annual Debt Service or 1.10x Max Debt Service, whichever is greater.

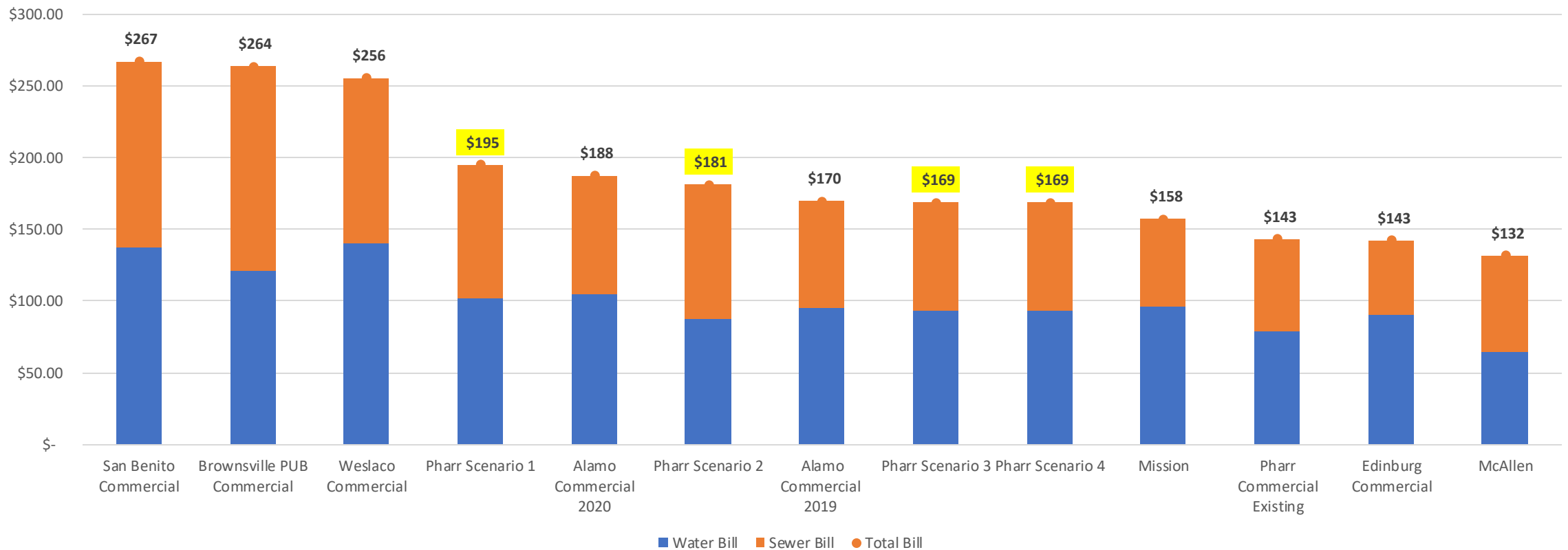
Residential Bill Comparisons

Combined Bill 6,000 Gallons



Commercial Bill Comparisons

Commercial Bill 32,000 Gallons



*Alamo rates indicate a substantial bill at 25,000 gallons, not shown in graph

Questions?





Raftelis is a Registered Municipal Advisor within the meaning as defined in Section 15B (e) of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder (Municipal Advisor Rule).

However, except in circumstances where Raftelis expressly agrees otherwise in writing, Raftelis is not acting as a Municipal Advisor, and the opinions or views contained herein are not intended to be, and do not constitute “advice” within the meaning of the Municipal Advisor Rule.



Thank you!

Contact: Angie Flores
512 790 2108 / aflores@raftelis.com



RESOLUTION NO. 2019- _____

**RESOLUTION OF THE CITY OF PHARR AUTHORIZING
THE ADOPTION OF THE WATER RATE STUDY
COMPLETED FOR THE CITY BY RAFTELIS; FINDING
THAT THE MEETING AT WHICH THIS RESOLUTION IS
PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY
LAW.**

WHEREAS, the continued water development for the City of Pharr is in the best interests of the City; and,

WHEREAS, the City of Pharr provides water service to approximately 22,000 customers both in and outside the City limits; and

WHEREAS, the City is responsible for operating and maintaining the wells, treatment facilities, transmission lines, distribution system, and pump stations; and,

WHEREAS, a recent water rate study completed in July of this year and recently presented to City Council on August 9, 2019 by Raftelis; and,

WHEREAS, in order to support continued growth within the City it has been recommended that the water rates for the City be increased to allow for future infrastructure improvements, rate stabilization, the City's participation in NISP, the repayment of water bonds and major expansions that will benefit the citizens; and

WHEREAS, City Staff have reviewed the study and agree with the recommendations therein; and,

WHEREAS, the members of the City Commission find that it is in the best interest of the City to increase its water rates pursuant to the recommendations of the Water Rate Study.

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

Section 1. That the City Commission of the City of Pharr hereby adopts the Water Rate Study for the purpose of justifying said increase to water rates. The Commission hereby further resolves that the new rates shall be effective October 1, 2019.

CONSIDERED, PASSED and APPROVED this 3rd day of September 2019, at a regular meeting of the Board of Commissioners of the City of Pharr, Texas at which a quorum was present and which was held in accordance with Chapter 552 of the Texas Government Code.

SIGNED on this the ____ day of _____, 2019.

CITY OF PHARR, TEXAS

By: _____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

By: _____
Hilda Pedraza
City Clerk

APPROVED AS TO FORM:

Patricia A. Rigney, City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: August 30, 2019

MEETING DATE: September 3, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-40 prescribing new rates for water services. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City is in need of Water and Sewer Infrastructure projects and is in need to issue debt to cover for these. An increase in water rate is needed to cover such projects.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 8/30/2019
Approved - 8/30/2019
Final Approval - 8/30/2019

ORDINANCE NO. O-2019-__

AN ORDINANCE AMENDING ORDINANCE O-2015-40, O-2010-56, O-2007-55, O-2004-56, O-99-44, O-93-27, O-91-38, O-83-38, O-87-33, SECTION ONE, PRESCRIBING RATES TO BE CHARGED FOR SERVICES FURNISHED BY THE WATERWORKS SYSTEM OWNED AND OPERATED BY SAID CITY, PROVIDING FOR A MODIFIED RATE FOR SENIOR CITIZENS REPEALING ALL ORDINANCES ORDERS OR RESOLUTIONS, OR PARTS THEREOF, IN CONFLICT; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: The monthly rates or charges for services furnished by the water system to be as follows:

- A. For each regular residential connection (5/8", 3/4", 1", 1.5" meter size) **\$18.89** base charge will assessed per month. For each regular residential connection with meter size of 2" a base charge of **\$30.68** will assessed per month and for meter size of 3" a base charge of **\$42.48** will assessed per month and for meter size of 4" a base charge of **\$64.90** will assessed per month and for meter size of 6" a base charge of **\$106.20** will be assessed per month.
- B. For each senior citizen residential connection **\$7.45** base charge will assessed per month.
- C. For each commercial meter connection (5/8", 3/4" 1", and 1.5" meter size) **\$26.55** base charge will be assessed per month. For each commercial meter connection with a meter size of 2" a base charge of **\$30.68** will assessed per month and a for meter size of 3" a base charge of **\$42.48** will be assessed per month and for meter size of 4" a base charge **\$64.90** will assessed per month and for meter size of 6" a base charge of **\$106.20** will be assessed per month.
- D. For each residential connection in addition to the base charge, **\$1.73** will be charged per 1000 gallons from 0-2,999; **\$1.90** will be charged per 1000 gallons from 3,000-5,999; **\$2.25** will be charged from 6,000-19,999 and **\$2.60** will be charged anything above 20,000 gallons.
- E. For each senior citizen residential connection in addition to the base charge, **\$1.56** will be charged per 1,000 gallons of water purchased.

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) 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 4: PROPER NOTICE AND MEETING

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: August 30, 2019

MEETING DATE: September 3, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-39 prescribing new rates for sewer services. *(1st reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City is in need of Water and Sewer Infrastructure projects and is in need to issue debt to cover for these. An increase in water rate is needed to cover such projects.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 8/30/2019
Approved - 8/30/2019
Final Approval - 8/30/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2015-39, O-2007-56, O-2005-43, O-2004-57, AND O-99-45, PROVIDING THEREIN FOR THE REVISION OF RATES CHARGED FOR SEWER SYSTEM SERVICES; PROVIDING THAT THE PROCEDURE FOR THE PAYMENT OF THE SPECIAL RATES PROVIDED THEREIN SHALL BE OUT IN SECTION 3 OF THE ORIGINAL UNNUMBERED ORDINANCE; PROVIDING SEVERABILITY AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1. The monthly rates or charges for services furnished by the sewer system to be as follows:

SCHEDULE 2

Single-Family and Multi-Family, Institutional applies to residential detached units and single-metered duplexes,

- A. For each regular meter connection \$17.17 per month base charge will be assessed; plus
- B. \$1.16 per 1000 gallons of water purchased will be charged if City meter is the only service for water used by the user.
- C. For each senior citizen meter connection \$7.45 per month base charge will be Assessed; plus
- D. \$0.72 per 1,000 gallons of water purchased will be charged provided that City Meter is the only service of water used by the user and further provided that no additional charge be assessed for purchase in excess of 18,000 gallons.

SCHEDULE 3

COMMERCIAL\INDUSTRIAL: Applies to business establishments, hotels, motels, cafes, service stations, mobile homes\recreational vehicle parks or subdivisions, laundries, ice plants, bottling works, milk plants, packing sheds, canning plants, carwash, brick plants, schools, churches and public buildings.

- A. For each connection a \$ 27.10 per month base charge will be assessed; plus
- B. \$1.53 per 1,000 gallons of water purchased will be charged provided that the City meter is the only service for water used by the user.

SECTION 2: CUMULATIVE CLAUSE; REPEALING CLAUSE

That all conflicting ordinances or parts thereof are hereby repealed, and that if any section, subsection, phrase, sentence, clause or provision of this ordinance shall be declared invalid for any reason, such invalidity shall not affect the remaining provisions of this Ordinance or their applications to other persons or sets of circumstances, and

to this end all provision of this Ordinance are declared to be severable and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: PUBLICATION AND EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on two (2) 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 4: PROPER NOTICE AND MEETING

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-37 (rental of city facilities). *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza

Sergio Alanis

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 8/29/2019

Approved - 8/29/2019

Approved - 8/30/2019

Approved - 8/30/2019

Final Approval - 8/30/2019

ORDINANCE NO. O-2019-

AN ORDINANCE AMENDING ORDINANCES O-2018-37; O-2018-01; 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 GOLF COURSE:

Rental Period	Time	Deposit	Rental Rate Class II	Rental Rate Class III
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$0	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$0	\$500.00

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 two 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.** Reservations will not be accepted more than one year to the month in advance of reserved date.
- e. **Class II** reservations will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(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) 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.

(6) DEVELOPMENT AND RESEARCH CENTER

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$80. Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$80. Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$50. Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$50. Per Hour

- 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. The minimum rental shall be no less than three hours.

- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**
- d. **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.

(7) 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.

(8) 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.	\$40.	\$50.
Saturday	8 a.m.-1:00 a.m.	\$50.	\$70.	\$50.	\$60.

- 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.**

(9) CIVIC CENTER (CONFERENCE ROOM A)

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

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.

(10) CIVIC CENTER (CONFERENCE ROOM B)

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

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.

SECTION 4: EFFECTIVE DATE; PUBLICATION

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

SECTION 5: PROPER NOTICE AND MEETING

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2017-33, Development Services Fee Schedule. *(Adoption on 1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Governor Abbot signed HB 852 on May 21, 2019 which prohibits municipalities from using valuation as a basis to determine residential permitting fees. In order to comply with the law Development Services has reviewed the permitting fees and determined necessary changes to building permits, plan review and land use development fees.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Iris Mata
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 8/27/2019
Approved - 8/28/2019
Approved - 8/28/2019
Approved - 8/28/2019
Final Approval - 8/29/2019

ORDINANCE NO. O-2019-_____

AN ORDINANCE AMENDING THE CITY OF PHARR'S SCHEDULE OF FEES IN O-2017-33 AND O-2000-36, BY UPDATING FEES IMPOSED BY THE CITY FOR BUILDING PERMITS, PLAN REVIEW AND LAND USE DEVELOPMENT FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND NAMING AN EFFECTIVE DATE.

WHEREAS, the City of Pharr is authorized to adopt regulations governing the development of land within the City in the interest of the public health, safety and welfare of its citizens; and

WHEREAS, Governor Abbot signed HB 852 on May 21, 2019 which prohibits municipalities from using valuation as a basis to determine residential permitting fees; and

WHEREAS, the City's Development Services Department has reviewed the City's permitting fees and determined that changes are necessary to comply with HB 852; and

WHEREAS, upon review and consideration of the foregoing factors, the Board of Commissioners has determined that the building permitting fees should be amended as set forth below;

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

- SECTION 1:** That the City of Pharr hereby adopts in its entirety the amended schedule of fees attached hereto as Exhibit "A" updating fees imposed by the city for building permitting, plan review fees and land use development fees.
- SECTION 2:** That this ordinance shall be cumulative of all other ordinances of the City of Pharr and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.
- SECTION 3:** It is the intention of the Board of Commissioners that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance
- SECTION 4:** The fees in this ordinance shall become effective immediately upon passage.

DULY PASSED AND APPROVED this, the _____ day of September, 2019.

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED BY:

PATRICIA RIGNEY, CITY ATTORNEY

EXHIBIT "A"
CITY OF PHARR- DEVELOPMENT SERVICES DEPARTMENT
BUILDING PERMIT FEES

1. Annual Registration for Multi-Family Dwellings

Annual Registration (Certificate of Occupancy)	\$50.00
Occupancy Inspection	\$20.00 per unit

2. Certificate of Occupancy

Types of Certificate of Occupancy	Amount
Commercial	\$75.00 (inspection included)
Residential	\$50.00 (inspection included)
Replacement CO	\$10.00

3. Carpports, Canopies, Porches and Patios

Residential	\$0.17 per square foot
Commercial	\$0.20 per square foot

4. Commercial Building Permits (Applies to commercial buildings that includes but is not limited to: new, additions, alteration, remodel, interior finish, demolition, cell towers. Fire, mechanical, electrical, plumbing, water meter and sewer tapping/connections require separate permits and fees).

Processing fee **\$50.00 plus cost of permit**

Schedule of Permit Fees Total Valuation	
Valuation	Fee
\$1,000.00 and less	No Fee, unless inspection required, in which case a \$15.00 fee for each inspection shall be charged, re-inspections included.
\$1,000.00 to \$50,000.00	\$15.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000
\$50,000.00 to \$100,000.00	\$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof to and including \$100,000.00
\$100,000.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof to and including \$500,000.00
\$500,000.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.
Note: Plan review checking fee for commercial buildings shall be equal to one-half of the building permit fee. The plan review checking fee is in addition to the building permit fee. The City of Pharr will determine the valuations of a building or an alteration by the use of Valuation Data as attached in "Exhibit A-1"	

5. Sidewalk, Curb cut and Driveway Permit

Sidewalk, curb cut and driveway permit	\$40.00 for up to 500 sq. ft. or less + \$0.10 per sq. ft. over 500 sq. ft.
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6. Demolition Permit

Residential	\$50.00 for 500 sq. ft. or less + \$0.10 per sq. ft. over 500 sq. ft.
Commercial	
• Up to 3000 sq. ft.	\$150.00
• 3,001 to 6,000 sq. ft.	\$200.00
• Over 6,000 sq. ft.	\$250.00 + \$25.00 for every additional 1,000 sq. ft.

7. Electrical

Minimum Permit Fee	\$10.00
Temporary Pole	\$10.00
Reinspection	\$10.00
Working Clearance	\$20.00
New Service Fees:	
100 amps or less	\$40.00
125 amps	\$50.00
150 amps	\$60.00
200 amps	\$70.00
250 amps	\$80.00
More than 250 amps	\$100.00
Change of or increase of service	\$20.00
Relocate service	\$20.00
T.V. cable transformer	\$20.00
Inspection to reset meters	\$10.00
Added circuits to panelboards	\$20.00
Mobile homes	\$20.00

8. Garage Sale Permits

\$10.00 (limit 2 per calendar year)

9. Lawn Irrigation Systems

Residential	\$150.00
Commercial	\$250.00

10. Mechanical (other than gas piping systems)

\$10.00 (for issuing each permit)

Tons	Fees
1 – 2	\$20.00 for the first ton plus \$20.00 for additional ton. A fraction of a ton is \$10.00
2 – 4	\$40.00 for the first 2 tons plus \$10.00 for each additional

	ton. A fraction of a ton is \$5.00
4 – 10	\$60.00 for the first 4 tons plus \$5.00 for each additional ton. A fraction of a ton is \$2.50
More than 10	\$90.00 for the first 10 tons plus \$2.00 for each additional ton or fraction thereof
Note: Fee(s) listed above apply for inspecting heating, ventilating, duct work, air-conditioning, exhaust, venting, combustion air, pressure vessel, solar, fuel oil and refrigeration systems and appliance installations. 400 square feet of air-conditioned area = 0 ton air conditioning = 12,000 BTU 3412 BTU = 1 KWH	

Repairs, alterations, additions to existing system or re-inspections \$10.00

Inspection: Boilers \$30.00

Temporary operation of heating, ventilating, refrigeration or air-conditioning system or portion thereof \$20.00

11. Moving Permits

New Wood frame house (driveway included)	\$100.00
Used house older than 5 years (driveway included)	\$100.00 plus \$100.00 inspection fee
New Manufactured home (driveway included)	\$50.00
Used Manufactured home (driveway included)	\$50.00 plus \$100.00 inspection fee
Used or Relocation of Portable Buildings	\$100.00 plus \$100.00 inspection fee
Note: An additional \$.50 per mile of travel round trip from city hall, non-refundable, if outside city limits shall be applied to used homes/manufactured homes.	

12. Plumbing

Schedule of Permit Fees	
Plumbing fixtures, per fixture	\$6.00
Gas line	\$10.00
Water or sewer line	\$10.00
Private sewer connection	\$10.00
Public sewer tap or connection (unless otherwise stated)	\$175.00
Sand/grease tap	\$20.00
Miscellaneous	\$10.00
Permit	\$20.00

13. Residential Permits

Processing Fee \$10.00 plus cost of permit

New Single-Family Residential Construction, additions, remodels/alterations	\$0.34 per square foot
New Multi-Family (Duplex, Triplex, 4 or more units), additions, remodels/alterations	\$0.40 per square foot
Solar Panels	\$175.00
Reroof	\$110.00
Residential Swimming Pools	\$125.00
Accessory residential structure/Portable storage buildings	\$0.34 per square foot

14. Registration of Contractors

General Contractor	\$100.00 \$50.00 annual renewal fee
Sign Contractor	\$75.00 \$25.00 annual renewal fee
Irrigation Contractor	\$75.00 \$25.00 annual renewal fee
Demolition Contractor	\$75.00 \$25.00 annual renewal fee
Mechanical, Electrical, Plumbing contractors	No fee applied per State Law (registration/license required)

15. Reinspection Fees:

First Reinspection	\$50.00
Second Reinspection	\$75.00
Third Reinspection	\$100.00
Additional Reinspection	\$125.00
After hours and Saturday Inspections	\$150.00
Note: Reinspection fees will be applied to final inspection requests and certificate of occupancy.	

16. Sewer Tap Charge

Residential	\$1,100.00
Multi-Family (Duplex, Triplex, Four-Plex)	\$3,000.00
Commercial	\$5,000.00
Apartment House	\$6,000.00
Note: Apartment house shall mean a building or buildings containing five (5) or more dwelling units. Any new apartment house with more than five (5) dwelling units, a \$75.00 surcharge will be charged for each additional dwelling unit over five (5).	

17. Sign Permit Fee

Value	Fee	Fee if Electrified
\$0.00 - \$100.00	\$15.00	\$50.00
\$101.00 - \$500.00	\$30.00	\$60.00
\$501.00 - \$1,000.00	\$50.00	\$90.00
Over \$1,000.00	\$50.00 plus \$5.00 for each additional \$1,000.00 valuation or portion thereof	Add \$70.00

18. Water Tap Charge

Meter Size	Water Tap Charge
3/4"	\$900.00
1"	\$1,400.00
1 1/2"	\$2,100.00
2"	\$4,000.00
3"	\$7,500.00
4"	\$10,600.00
6" and over	\$12,200.00

19. Other

Refunds	Request to refund permit, shall be refunded less 10% of permit fee, if no plan review nor legal notice was done.
Extensions	Extension fee shall be 25% of the original permit fee for up to 6 months (permit must be requested prior to lapsing of original permit, limit two total.
After the Fact (ATF)	Double the permit fee.

TYPE OF CONSTRUCTION	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
APARTMENT (R)	37.00	35.00	33.00	33.00	32.00
AUTOMOBILE PARKING STRUCTURE (S)	26.00	24.00	21.00	21.00	21.00
CHURCH (A)	43.00	40.00	36.00	35.00	35.00
CONVALESCENT (I)	51.00	48.00	43.00	43.00	41.00
DWELLING (R)	41.00	40.00	37.00	36.00	34.00
EDUCATIONAL (E)	42.00	40.00	36.00	36.00	36.00
FACTORY – INDUSTRIAL	26.00	24.00	20.00	20.00	20.00
HAZARDOUS (H)	22.00	20.0	18.00	18.00	18.00
HOSPITAL (I)	73.00	70.00	68.00	68.00	64.00
HOTEL (R)	41.00	39.00	35.00	34.00	33.00
OFFICE	44.00	41.00	37.00	33.00	32.00
PRIVATE GARAGE AND /OR SHED (S)	20.00	18.00	16.00	16.00	16.00
PUBLIC GARAGE (S)	26.00	24.00	21.00	19.00	19.00
RESTAURANT (A OR B)	44.00	43.00	39.00	37.00	37.00
RETAIL STORE (M)	35.00	32.00	28.00	27.00	26.00
SERVICE STATION (B)	41.00	39.00	35.00	35.00	34.00
THEATER (A)	48.00	46.00	37.00	36.00	36.00
WAREHOUSE (S)	21.00	19.00	17.00	17.00	17.00
CARPORT	NP	NP	NP	07.00	06.00
PATIO	NP	NP	NP	08.00	08.00
SCREENED PATIO	NP	NP	NP	19.00	19.00

A deduction of \$1,400 shall be made to structure that are not air conditioned with the exception of storage and factory occupancies.

EXHIBIT “B”

**CITY OF PHARR- DEVELOPMENT SERVICES DEPARTMENT
PLANNING AND ZONING FEES**

1. Administrative Fees

Type of Administrative Fees	Amount
Easement Vacation	\$300.00 processing fee
Right-of-way abandonment or closure	\$300.00 processing fee + \$100.00 (nominal value of land, unless increased by City Commission or justified by appraisal)
Zoning Verification Letters	\$75.00 processing fee
Governmental Related Agreements	\$500.00 processing fee
Use of City Easement Property by Private Parties	\$500.00 administrative fees
Fiber Optic Licenses	\$3,500.00 each fiber optic
Petrochemical Pipelines on City Property	\$5,000.00 processing fee
Wireless Communication Towers on City-Owned Property	\$3,500.00 per wireless communication tower
Sale of Surplus Real Property	\$815.00 processing fee
Granting and releasing of easements	\$150.00 processing fee
Right of Entry	Up to \$300.00

2. Board of Adjustment Request

Board of Adjustment Request	Amount
Variance	\$750.00 per case
Special Exception	\$750.00 per case
Appeal of an Administrative Determination	\$750.00 per case

3. Building and Standards Commission Appeals

Type of Building and Standards Commission Appeal	Amount
Per Appeal	\$150.00

4. BYOB (Bring Your Own Bottle) Fee

Type of BYOB Permit Fee(s)	Amount
Event	\$250.00
Venue	\$750.00

5. Change of Zoning Request

<u>Commercial or Industrial Zones – (O-P), (N-C), (C), (C-2), (H-C), (L-I), (H-I)</u>	<u>Amount Per Acre</u>
Less than one (1) acre	\$200.00
1.0 acre to 4.99 acres	\$300.00
5.0 acres and over	\$400.00 plus \$50.00 per acre over the first 5 acres
<u>Planned Unit Development (PUD)</u>	
5.0 acres and over	\$650.00 + \$75.00 per acre over 5 acres
<u>Residential Zones – (R-1), (R-MF), (R-MFHD), (R-HCMH)</u>	
Less than one (1) acre	\$150.00
1.0 acre to 4.99 acres	\$250.00

5.0 acres and over	\$250.00 plus \$25.00 per acre over the first 5 acres
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6. Conditional Use Permit Application(s)

Type of Conditional Use Permit	Amount
Alcohol Beverage Permit	Alcohol as an accessory use: \$350.00 application fee + \$200.00 per year renewal fee
Life of the Use Permits (all other)	\$250.00
All other Conditional Use Permits	\$150.00 + \$50.00 per year renewal fee
Special Use Permit	\$150.00 + \$50.00 per renewal fee
New Cell Towers	\$1,000.00 application fee
New Owner Existing Tower	\$1,000.00 application fee
Co-Location	\$1,000.00 application fee
Section 6409 (a)	\$1,000.00

7. Copies of City Ordinance(s)

Types of City Ordinance(s)	Amount
Zoning Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Subdivision Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Sign Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Landscaping Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Standards Manual (Const. and Development Guide)	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)

8. Credit Access Businesses

Credit Access Business Registration Certificate	\$50.00
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9. Existing Off-Premise Billboard Sign Fee

Size of Sign	Amount
Small (0 to 72 sq. ft.)	\$100.00 per year
Medium (73 to 300 sq. ft.)	\$150.00 per year
Large (301 to 672 sq. ft.)	\$200.00 per year
Small Digital (0 to 382 sq. ft.)	\$300.00 per year
Large Digital (383 to 672 sq. ft.)	\$500.00 per year

10. Maps and GIS Document Fee(s)

Description	Sq. Ft.	B & W	Color
Letter	.6	\$2.00	\$2.00
Legal	.8	\$2.00	\$3.00
Tabloid	1.3	\$4.00	\$5.00
Wall Maps	Price per sq. ft.	\$2.80 sq. ft.	\$4.00 sq. ft.

11. Street Name or City Park/Building Name Change Fee

Type of Administrative Fees	Amount
Street Name	\$500.00 processing fee
City Park/Building	\$500.00 processing fee

12. Subdivision Fees

Type of Subdivision Fee(s)	Amount
Commercial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Industrial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Residential Subdivision Plat Application: - Up to 1 acre 1 acre to 4.99 acres 5 or more acres	\$275.00 \$300.00 \$60.00 per acre
Subdivision Inspection Fees	Three (3%) percent of the total of public improvements cost or \$300.00 minimum
Water System Subdivision Fee	\$100.00 per acre
Sewer System Subdivision Fee	\$75.00 per acre
Right-of-way Testing Fee	Three (3%) percent of the total public improvements cost. Excess to be refunded to payee.
Street Sign Materials Fee	\$175.00 per street or stop sign
Fire Hydrant and Fire Ring Fee	\$50.00 for both
Parkland Dedication Fee: - Single-Family Residential - All other residential zones	\$1,250.00 per acre \$250.00 per dwelling unit
Re-Inspections	1 st request: \$300.00 2 nd request: \$350.00 3 rd or more: \$400.00
Multiple Pre-Construction/Development Subdivision Meetings	\$ 150.00 for every additional request, after the first scheduled meeting
Request for extension after 6 months	½ of subdivision filing fee

For any item not specifically included in the preceding schedule, the Development Services Department shall establish a fee consistent with the level of work and necessary inspections established by the schedule and the applicant shall be advised accordingly.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Change Order No. 1 for the City of Pharr International Bridge Facility Expansion and Renovations Project. (Bid No. 1819-70-510-C007-395)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Change Order No. 1 in the amount of \$152,637.74 and 65 additional calendar days is for City requested modifications, including the following:

1. Remove and Replace Roof
2. Remodel Restrooms E117 & E118
3. Install Larger Windows in Office E107
4. Use Ceramic Tile in lieu of VCT & Add Restroom
5. Concrete Driveway and Concrete Stairs Adjacent to Mech Yard
6. Additional Clearing and Grubbing
7. Fill for Roadway Area (Labor Only) (Haul, Spread & Compact)
8. Non Roadway Fill (Labor Only) (Haul, Spread & Compact)
9. Valley Gutter
10. Seeding & Watering
11. Relocate Communication Tower with New Foundation
12. Re-grade Swale to Provide Positive Drainage
13. Install Conduits for low voltage wires on roof

Change Order No. 1 will increase the contract by (13.1%) from \$1,164,316.67 to \$1,316,952.41

Financial Consideration: Original Contract \$1,164,316.67

Change Order 1 \$143,835.74

Total \$1,308,152.41

Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of \$152,635.740 for the City of Pharr International Bridge Facility Expansion and Renovations Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 8/28/2019
Omar Anzaldua	Approved - 8/28/2019
Veronica Gutierrez	Approved - 8/28/2019
Patricia Rigney	Approved - 8/28/2019
Karla Moya	Approved - 8/30/2019
City Management Office	Final Approval - 8/30/2019

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Remove and Replace Roof	LS	1	\$ 54,958.56	\$ 54,958.56
2	Remodel Restrooms E117 & E118	LS	1	\$ 10,144.83	\$ 10,144.83
3	Install Larger Windows in Office E107	LS	1	\$ 8,733.02	\$ 8,733.02
4	Use Ceramic Tile in lieu of VCT & Add Restroom	LS	1	\$ 19,767.33	\$ 19,767.33
5	Fur Out and Finish Storage Walls on E104 (No additoinal Cost)	LS	1	\$ -	\$ -
6	Concrete Driveway and Conrete Stairs Adjacent to Mech Yard	LS	1	\$ 14,850.00	\$ 14,850.00
7	Additional Clearing and Grubbing	SY	2540	\$ 1.00	\$ 2,540.00
8	Fill for Roadway Area (Labor Only) (Haul, Spread & Compact)	CY	297	\$ 12.00	\$ 3,564.00
9	Non Roadway Fill (Labor Only)(Haul, Spread & Compact)	CY	1694	\$ 12.00	\$ 20,328.00
10	Valley Gutter	LF	160	\$ 35.00	\$ 5,600.00
11	Seeding & Watering	LS	1	\$ 500.00	\$ 500.00
12	Relocate Communication Tower with New Foundation	LS	1	\$ 1,750.00	\$ 1,750.00
13	Re-grade Swale to Provide Possitive Drainage	LS	1	\$ 5,000.00	\$ 5,000.00
14	Install Conduits for Low Voltage Wires on Roof	LS	1	\$ 8,800.00	\$ 8,800.00
				Change Order Sub-Total	\$ 156,535.74

CREDITS

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	City To Provide Fill Material on Original Contract	CY	975	\$ (4.00)	\$ (3,900.00)
				Change Order Credit Sub-Total	\$ (3,900.00)

Notes:

- 1 Additional construcion time of 65 Calendar Days being requested for New Scope and Rain Delays to Date.
- 2 ICE won't charge for Unforeseen Concrete Demoliton found in Foundation Area or Utilities Encountered (Estimated Cost \$7500).



CHANGE ORDER

Contractor: International Consulting Engineers

Change Order No.: 1

Project: City of Pharr International Bridge Facility Expansion
and Renovations
Project # 1819-70-510-C005-395

Date: 8/28/2019

Notice to Proceed Date: 6/3/2019

Change Order Amount: _____

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

See Attached Addition Scope of Work

Reason for Change Order:

1. Remove and Replace Leaking Roof
2. Remodel Restrooms
3. Raise new Parking Area
4. Install Conduits for low voltage wires on roof.

	Contract Price		Contract Time(Calendar Days)
Original Contract:	\$ 1,164,316.67	Original Completion Date:	12/10/19
Previous Change Order: (+/-)	\$ -	Additional Days:	65
This Change Order: (+/-)	\$ 152,635.74	Revised Completion Date:	2/13/20
Revised Contract Amount:	\$ 1,316,952.41		

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:

Contractor

Authorized Signature

Date

Recommended:

Project Engineer/Architect

Authorized Signature

Date

Omar Anzaldia Jr., PE, CFM, PMP, CCM
City Engineer

Authorized Signature

Date

Approved:

Alex Meade
City Manager

Authorized Signature

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Daniel Ramirez, Communications Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action, if any, on Change Order No. 2 and Change Order No. 3 and final payout for Pharr Public Safety Communications Building.(Project #1819-39-510-C004-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This is the final payment and change orders 2 and 3 for the communications building

Financial Consideration:

Staff Recommendation: Staff recommends approval, but the contract is not closed until a final CO is attained by Cantu Construction

Alternatives:

ROUTING:

Daniel Ramirez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 8/29/2019
Approved - 8/29/2019
Approved - 8/30/2019
Final Approval - 8/30/2019

Payment Request No.
06/07/2019
to
07/11/2019

Owner:
Cit yof Pharr
118 South Cage, 4th Floor
Pharr, Texas, 78577

Contractor:
Cantu Construction
5221 North McColl
McAllen, Texas 78507

Project:

Original Contract Amount:
\$1,110,558.00

Change Orders:
\$679,266.85

Contract Amount to Date:
\$1,789,824.85

Total to Date:
\$1,789,824.85

Total Stored to Date:
\$1,789,824.85

Retainage:

Total Due Less Retainage:
\$1,789,824.85

Less Previous Payments:
\$1,754,028.35

Current Payment Due:
\$35,796.50

Percent Completed:
100.00%

Original Contract Time (Days):
140

Change Orders (days):

Notice to Proceed
10/15/2018

Substantial Completion Date

Contract Time Used
192.14%

Change Order Summary			
No.	Contract Amount		Contract Time
	Addition	Deduction	Deduction
Total			

* Provide Documentation



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

Signature: _____ Date: 7/11/19
Subscribed and sworn before me this 11 day of July

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

Notary Public: Odetta Castillo 9/21/22
ODETTE CASTILLO
Notary ID #7809062
My Commission Expires September 21, 2022

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

Signature: _____ Date: 7/11/19

Approved:
Reserved
Omar Anzaldua Jr., PE
City Engineer
Purchasing Director
Alex Meade
City Manager
Karla Moya
Finance Director

Signature _____ Date _____
Signature _____ Date _____
Signature _____ Date _____
Signature _____ Date _____
Signature _____ Date _____

EXHIBIT "A"
CANTU CONSTRUCTION CO.
P.O. BOX 2673
McALLEN, TEXAS 78501
(956) 631-1273

DATE:	<u>11-Jul-19</u>	PLANS	2%	<u>2%</u>	2%
CLIENT NAME:	<u>EMERGENCY CENTER</u>	SITEWORK & DEMOLITION	4%	<u>4%</u>	6%
	<u>CITY OF PHARR</u>	PLBG. R/I & SLAB	4%	<u>4%</u>	10%
PROPERTY ADDRESS:	<u>100 W. FERGUSON AVE.</u>	STRUCTURAL STEEL	3%	<u>3%</u>	13%
LEGAL DESCRIPTION:	<u></u>	WALLS FRAMED	10%	<u>10%</u>	23%
COMPANY / BANK:	<u>VALLEY LAND TITLE CO.</u>	ROOF	2%	<u>2%</u>	25%
CONTACT:	<u>MARY BARRIENTOS</u>	WINDOWS/DOORS	2%	<u>2%</u>	27%
PHONE/FAX NUMBER:	<u>956-687-7763</u>	PLBG. TOP OUT	6%	<u>6%</u>	33%
EMAIL ADDRESS:	<u>danny.ramirez@pharr-tx.gov</u>	HEAT & A/C DUCTS	6%	<u>6%</u>	39%
DRAW NUMBER:	<u>#11</u>	ELECTRICAL R/IN	10%	<u>10%</u>	49%
	<u></u>	MASONRY	3%	<u>3%</u>	52%
LOAN AMOUNT:	<u>\$1,789,824.85</u>	INSULATION	2%	<u>2%</u>	54%
PERCENT COMPLETE:	<u>100%</u>	DRYWALL	4%	<u>4%</u>	58%
LESS DRAWS:	<u>\$1,789,824.85</u>	EXT. INSULATION FIN SYS	2%	<u>2%</u>	60%
<u>ADVANCES</u>		A/C UNITS & GRILLS	4%	<u>4%</u>	64%
DATE:	AMOUNT:	CABINETS	4%	<u>4%</u>	68%
16-Nov-18	(\$275,305.60)	FLAT WORK	2%	<u>2%</u>	70%
11-Dec-18	(\$292,512.20)	INTERIOR PAINTING	5%	<u>5%</u>	75%
01-Feb-19	(\$189,272.60)	HARD SURFACE FLOORS	4%	<u>4%</u>	79%
25-Feb-19	(\$344,132.00)	CEILING TILE	2%	<u>2%</u>	81%
29-Mar-19	(\$326,925.40)	COUNTER TOPS	2%	<u>2%</u>	83%
15-Apr-19	(\$86,033.00)	LIGHTING	3%	<u>3%</u>	86%
26-Apr-19	(\$34,413.20)	HEAT & A/C VENTS	3%	<u>3%</u>	89%
08-May-19	(\$103,239.60)	PLBG. TRIM	3%	<u>3%</u>	92%
30-May-19	(\$66,398.26)	CARPETING	2%	<u>2%</u>	94%
21-Jun-19	(\$35,796.49)	HARDWARE	1%	<u>1.00%</u>	95%
		CLEAN-UP	1%	<u>1.00%</u>	96%
		SPECIAL SYSTEMS	4%	<u>4%</u>	100%
		PERCENT COMPLETE	<u>100%</u>		
DRAW AMOUNT:	<u>\$35,796.50</u>				



July 24 2019

PHARR EMERGENCY CENTER
CHANGE ORDER
RADIO ROOM, LOUNGE AND IT NEW LAYOUT

CODE	ITEM	AMOUNT
6602	SPRINKLER FINISH OUT WORK REQUESTED FOR IT AREA NEW LAYOUT (SOUTHEAST CORNER)	\$1,361.14
801	RADIO ROOM: REMOVE EXISTING DRYWALL, INSTALL 4"x4" POST TO EXISTING METAL STUD 30 LINEAR FEET, INSTALL 5/8" CDX PLYWOOD ON 4"x4" POST, REINSTALL SUSPENDED CEILING AND WORK REQUESTED FOR DRAWER AT DRIVE THRU STATION	\$3,766.00
3301	PAINT AND PATCH ON NEW WORK AREAS, TILE BASE INSTALLATION	\$950.00
3601	17" PLASTIC LAMINATE WALL CABINETS (UPPER)	\$1,190.00
Total		\$7,267.14
Builders Fee 15%		\$1,090.07
Total		\$8,357.21

In section 801, the new improvements must support the video wall with weight approx 1,100 pounds. and widening of the current 4 inch hole to a 5 inch hole at the drive thru station

[Signature] 7/30/19



Jun-19

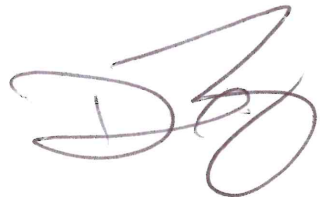
CITY OF PHARR EMERGENCY CENTER

C.O.

ADDITIONAL WORK DONE NOT INCLUDED IN ORIGINAL SCOPE

CODE	ITEM	AMOUNT
1303	3 new hose bibs, including copper line type L	\$1,200.00
1303	7 roof drains with brass down spouts and dome covers	\$6,300.00
6001	Access control system in all doors requested by City of Pharr, including 100 proxy cards	\$13,914.80
6603	Additional fire alarm (23 silent knight smoke detectors, heat detector, etc) requested by Fire Department	\$8,064.00
8001	New NW Fire Riser Room requested by Fire Department	\$4,444.00
1501	add 22 data back boxes as per new plan provided by owner, relocation of 4" conduits for communications and addition of 2-4" conduits	\$4,260.00

Total Cost	\$38,182.80
Builders Fee 15%	\$5,727.42
Total Cost	\$43,910.22

 7/15/19



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on permission to advertise for Financial Advisors for capital financing through the Texas Water Development Board Programs and authorizing City Manager to enter into a contract for such services. (Project No. 1819-01-510-S035-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr was approved to submit \$19,080,020.00 in lift station improvements thru the Texas Water Development Board Fiscal Year 2020 Clean Water State Revolving Fund and was invited to apply for the first round of funding. As part of the Federal requirements the city must procure a Financial Adviser in accordance with Federal procurement procedures.

Financial Consideration:

Staff Recommendation: Staff is recommending approval

Alternatives:

ROUTING:

Patricia Rigney

Created/Initiated - 8/27/2019

Patricia Rigney

Approved - 8/27/2019

Karla Moya

Approved - 8/28/2019

City Management Office

Final Approval - 8/30/2019

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

August 15, 2019

Mr. Alex Meade
City Manager
City of Pharr
P.O. Box 1729
Pharr, TX 78577-0000
alex.meade@pharr-tx.gov

**Re: State Fiscal Year 2020 Clean Water State Revolving Fund (CWSRF)
Application Invitation**

Dear Mr. Meade:

We are pleased to provide you this official notice that the City of Pharr is hereby invited to submit an application for funding to the Texas Water Development Board (TWDB) through the Clean Water State Revolving Fund.

The proposed project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Consolidation of Lift Stations and Collection System
Eligible Phases	Planning Design & Construction
Project Information Form Number	12996
Eligible Project Costs	\$19,080,020

Your proposed project has also been identified as eligible for principal forgiveness allocated for Disadvantaged Community, which is subject to funding availability. The actual principal forgiveness amount will be reviewed, and a final determination made, once your completed application is received and reviewed, and will be based on the IUP and the remaining principal forgiveness funds available.

In order to be considered for funding in rank order your application must be submitted by **September 27, 2019**. Applications received after the deadline do not retain their original ranking and will be considered on a first-come, first-served basis. Application submittal guidance and the related application materials may be found on our website at www.twdb.texas.gov/financial/applications/.

Our Mission

To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas

Board Members

Peter M. Lake, Chairman | Kathleen Jackson, Board Member | Brooke T. Paup, Board Member
Jeff Walker, Executive Administrator

Mr. Alex Meade
August 15, 2019
Page 2

A pre-application conference is a requirement of the Clean Water State Revolving Fund program. If you have not already scheduled yours, please contact Dannelle Tejeda by phone at 512 463 8492 or by e-mail at Dannelle.Tejeda@twdb.texas.gov. They will be able to assist you with scheduling a meeting prior to your submission of the application.

We look forward to working with the City of Pharr on its project. Please contact Issá McDaniel, Program Coordinator, by phone at (512) 463-1706 or by email at issa.mcdaniel@twdb.texas.gov, should you have any concerns or questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Wyatt". The signature is written in a cursive style with a large, stylized "M" and "W".

Mark Wyatt
Director, Program Administration and Reporting
Water Supply and Infrastructure

cc: Mr. Javier Garcia, jgarcia@gicstx.com
Mireya Loewe, RWPD Team Manager



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on permission to advertise for Bond Counsel for capital financing through the Texas Water Development Board Programs and authorizing City Manager to enter into a contract for such services.(Project No. 1819-01-510-S036-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr was approved to submit \$19,080,020.00 in lift station improvements thru the Texas Water Development Board Fiscal Year 2020 Clean Water State Revolving Fund and was invited to apply for the first round of funding. As part of the Federal requirements the city must procure a Bond Counsel in accordance with Federal procurement procedures.

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 8/27/2019
Approved - 8/28/2019
Final Approval - 8/30/2019

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

August 15, 2019

Mr. Alex Meade
City Manager
City of Pharr
P.O. Box 1729
Pharr, TX 78577-0000
alex.meade@pharr-tx.gov

**Re: State Fiscal Year 2020 Clean Water State Revolving Fund (CWSRF)
Application Invitation**

Dear Mr. Meade:

We are pleased to provide you this official notice that the City of Pharr is hereby invited to submit an application for funding to the Texas Water Development Board (TWDB) through the Clean Water State Revolving Fund.

The proposed project is listed in the Intended Use Plan (IUP) as being eligible to receive funding as shown below:

Project Description	Consolidation of Lift Stations and Collection System
Eligible Phases	Planning Design & Construction
Project Information Form Number	12996
Eligible Project Costs	\$19,080,020

Your proposed project has also been identified as eligible for principal forgiveness allocated for Disadvantaged Community, which is subject to funding availability. The actual principal forgiveness amount will be reviewed, and a final determination made, once your completed application is received and reviewed, and will be based on the IUP and the remaining principal forgiveness funds available.

In order to be considered for funding in rank order your application must be submitted by **September 27, 2019**. Applications received after the deadline do not retain their original ranking and will be considered on a first-come, first-served basis. Application submittal guidance and the related application materials may be found on our website at www.twdb.texas.gov/financial/applications/.

Our Mission

To provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water for Texas

Board Members

Peter M. Lake, Chairman | Kathleen Jackson, Board Member | Brooke T. Paup, Board Member
Jeff Walker, Executive Administrator

Mr. Alex Meade
August 15, 2019
Page 2

A pre-application conference is a requirement of the Clean Water State Revolving Fund program. If you have not already scheduled yours, please contact Dannelle Tejeda by phone at 512 463 8492 or by e-mail at Dannelle.Tejeda@twdb.texas.gov. They will be able to assist you with scheduling a meeting prior to your submission of the application.

We look forward to working with the City of Pharr on its project. Please contact Issá McDaniel, Program Coordinator, by phone at (512) 463-1706 or by email at issa.mcdaniel@twdb.texas.gov, should you have any concerns or questions.

Sincerely,

A handwritten signature in black ink that reads "Mark Wyatt". The signature is written in a cursive, flowing style.

Mark Wyatt
Director, Program Administration and Reporting
Water Supply and Infrastructure

cc: Mr. Javier Garcia, jgarcia@gicstx.com
Mireya Loewe, RWPD Team Manager



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: August 27, 2019

MEETING DATE: September 3, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consultation and action, if any, authorizing City Manager to retain legal counsel to pursue water and/or sewer Certificate of Convenience and Necessity (CCN) service areas. (Project No. 1819-01-510-S038-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr is requesting permission to retain specialized legal counsel to petition the Public Utilities Commission for dual certification of the water and/or sewer Certificate of Convenience and Necessity (CCN) service areas with the Pharr Extra-territorial Jurisdiction. Current the City of Pharr is able to serve such areas but need the required CCN in order to provide retail water and/or sewer services.

Financial Consideration:

Staff Recommendation: Staff is recommending approval

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 8/27/2019
Final Approval - 8/30/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: August 29, 2019

MEETING DATE: September 3, 2019

FROM: Daniel Ramirez, Communications Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Dr. Raul Barreda for Medical Director.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Dr. Barreda would serve as Medical Director for Fire Department, Communications, and Medical Authority for the City of Pharr

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 8/29/2019

Daniel Ramirez

Approved - 8/29/2019

Patricia Rigney

Approved - 8/29/2019

Karla Moya

Approved - 8/30/2019

City Management Office

Final Approval - 8/30/2019

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

This Agreement is made and executed on the date of signature below by and between the City of Pharr, Texas, a home ruled municipal Texas corporation, 118 South Cage, Pharr, Texas 78577 and Dr. Raul Barreda; 7308 N 5th St., McAllen, Texas 78504.

1.

The City of Pharr hereby appoints Dr. Raul Barreda, M.D., a physician currently licensed to practice medicine in the State of Texas, as the Medical Director for the City of Pharr, Pharr Public Safety Communications, City of Pharr Fire Department First Responder Organization, Pharr Emergency Medical Services (EMS), as may be created in the future, and Medical Authority for the City of Pharr, in compliance with the Texas Health and Safety Codes.

11.

It is agreed that the Medical Director shall be paid a total of Forty Thousand Dollars (\$40,000.00) annually in equal monthly installments in exchange for the services rendered under this agreement.

III.

The Medical Director will provide medical supervision of the City of Pharr, Pharr Public Safety Communications, City of Pharr Fire Department First Responder Organization, Pharr Emergency Medical Services (EMS), as may be created in the future. The Medical Director will also serve as a liaison to the medical community, develop protocols and standing orders for the EMS personnel and units, approve medical protocols used by Emergency Medical Dispatch

through Medical Priority Dispatch Systems approve EMS medical equipment and personnel permitted to function within the EMS system; guide and direct the Director of Emergency Medical Services, if any, and his staff, approve EMS training programs and training personnel, receive input from emergency departments and community physicians, advise the City of Pharr regarding creation and enforcement of Ordinances pertaining to EMS disaster preparedness, and communications and dispatch procedures related to EMS, receive and investigate complaints, participate in ongoing medical audits, review of EMS personnel and system functions, and report to the Texas Department of State Health Services (DSHS) the goals and progress of the EMS.

The Medical Director will be required to perform services between a minimum of 10 to 15 hours monthly and shall be available as needed.

IV.

The Medical Director shall also comply with the below qualifications and requirements:

1. Be in good standing with the Texas Medical Board.
2. Reside within 50 miles of the City of Pharr.
3. Be familiar with the design and operation of pre-hospital EMS systems.
4. Register as an EMS and First Responder Organization (FRO) Medical Director with the Texas Department of State Health Services.
5. Attend training/continuing education for Medical Directors.
6. Have knowledge of local mass casualty and disaster plans.
7. Have knowledge of tactical EMS.
8. Be familiar with the training and/or continuing education of EMS personnel.
9. Be familiar with the medical audit process and the Medical Dispatch audit process; review, and critique of the performance of EMS personnel.
10. Be familiar with the administrative and legislative environment affecting regional and/or state prehospital EMS organizations
11. Be familiar with dispatch and communications operations of prehospital emergency units.
12. Be knowledgeable about laws and regulations affecting local, regional, and state EMS operations.
13. Respond to questions or inquiries within 24 hours.
14. Provide their own liability, medical malpractice insurance and other applicable insurances as specified by the City, at their own expense.

The Medical Director(s) will be expected to perform the following scope of work:

1. Fulfill the EMS Medical Director responsibilities for administrative and system oversight, protocol development, training, quality management, medical liaison, including coordinating with leadership to identify educational needs through the Continuous Quality Improvement process.
2. Assist in developing the monthly drills.
3. Work with personnel to establish, meet and evaluate the system and individual performance metrics.
4. Be active in the department Continuing Education (CE) program.
5. Provide necessary medical oversight for non-EMS personnel who may be involved in potential future Mobile Integrated Healthcare Programs (MIH).
6. Set and ensure compliance with patient care standards, including communications standards, and dispatch and medical protocols.
7. Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and dispatch.
8. Shall conduct a "Quarterly Case Review" to discuss specific patient care the paramedics are providing in the pre-hospital environment. Case review may be conducted more frequently if a need is identified.
9. Shall be responsible to update and keep current the EMS standing orders/protocols for City of Pharr EMS. Protocols will be reviewed and updated on a bi-annual basis at minimum.
10. Provide power of attorney to City of Pharr staff to allow procurement of controlled substances.

V.

The Medical Director is acting as an independent contractor and is not an employee of the City of Pharr.

Medical Director agrees to indemnify and holds harmless the City of Pharr, its Mayor, Commissioners, Attorneys, Affiliates, Branches, Officers, Volunteers, Agents and Employees (collectively, hereinafter referred to as "the City"), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind or nature made upon the City, or any part thereof, directly or indirectly arising out of, resulting from or related to Medical Director's activities under this Agreement, including any acts or omissions of Medical Director,

including any agent, officer, director, representative, employee, or consultant of Medical Director while in the exercise or performance of the rights and duties under this Agreement, all without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. Medical Director shall promptly advise the City in writing of any claim or demand against the City related to or arising out of Medical Director's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Medical Director's cost.

This Agreement may not be sold, transferred or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

The Agreement shall remain in effect for a term of two (2) years commencing the ____ day of _____ 2019. Either party shall have the right to cancel and terminate this agreement at any time upon 30 days written notice to the other party.

NOTICE TO CITY SHALL
BE DELIVERED TO:

Alex Meade, City Manager
118 S. Cage Blvd.
Pharr, Texas 78577

NOTICE TO MEDICAL DIRECTOR
SHALL BE DELIVERED TO:

The Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this ____ day of October, 2019.

The City of Pharr:

Dr. Ambrosio Hernandez, MAYOR

ATTEST:

Hilda Pedraza, CITY SECRETARY

APPROVED AS TO FORM ONLY

Patricia Rigney, CITY ATTORNEY

MEDICAL DIRECTOR:

PRINTED NAME

SIGNED NAME



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: August 28, 2019

MEETING DATE: September 3, 2019

FROM: Marissa Hernandez, Municipal Judge

DEPARTMENT: Municipal Court

DIRECTOR:

Agenda Item: Consideration and action, if any, on renewal of Interlocal Agreement with the Texas Department of Motor Vehicles for Scofflaw services on vehicle registration records.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Motor Vehicles for Scofflaw services on vehicle registration records pursuant to Texas Transportation Code Section 702.003.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Marissa Hernandez

Created/Initiated - 8/28/2019

Marissa Hernandez

Approved - 8/28/2019

Patricia Rigney

Approved - 8/28/2019

Karla Moya

Approved - 8/28/2019

City Management Office

Final Approval - 8/29/2019



Texas Department of Motor Vehicles

HELPING TEXANS GO. HELPING TEXAS GROW.

REC'D Yulda
CC _____

August 13, 2019

The Honorable Ambrosio Hernandez, Mayor
City of Pharr
P.O. Box 1729
Pharr, Texas 78577

AUG 20 2019

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

RE: Notice of Termination of Interlocal Contract & New Contract Regarding Scofflaw Services

Dear Mayor Hernandez:

The Texas Department of Motor Vehicles (TxDMV) is terminating the Interlocal Contract between your jurisdiction and TxDMV regarding scofflaw services for marking TxDMV vehicle registration records. This action is being taken pursuant to House Bill 1631 of the 86th Texas Legislature in which Transportation Code, Section 707.017 is repealed. Your current contract includes a reference to repealed Transportation Code, Section 707.017. The termination will be effective in 30 days, according to Article 5 (Termination) of Attachment C of the contract.

Attached is a new contract regarding scofflaw services for marking TxDMV vehicle registration records under Transportation Code, Section 702.003. Reference to the repealed Transportation Code, Section 707.017 is removed from the new contract. To avoid any gap in services, please provide a signed copy of the attached contract to the TxDMV Information Technologies Services Division, Data Support Services at VTR_Scofflaw@txdmv.gov prior to the termination of the current contract.

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting VTR_Scofflaw@txdmv.gov.

If you have questions regarding this notice, you may contact Dilip Kanuga, Registration Policy and Procedure, for assistance at (512) 465-4092 or by email at Dilip.Kanuga@txdmv.gov.

Sincerely,

Jeremiah Kuntz, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

JK:TT:DP

Enclosure

cc: Alex Meade, City Manager

STATE OF TEXAS §

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles

(TxDMV)

(Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment must conform to the provisions of **Attachment B**, Budget. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by TxDMV, or when otherwise terminated as provided in **Attachment C**, Article 5 of this contract.

VI. LEGAL AUTHORITY: THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 702.003 of the Texas Transportation Code.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Contact Information for Technical Assistance, and **Attachment E**, Account Information.

(Name of Local Government)

By _____ Date _____
Authorized Signature

Printed Name and Title

FOR TxDMV

By _____ Date _____
Authorized Signature

Printed Name and Title

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the Local Government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
2. Place "flags" on vehicle records based on data submissions received from the Local Government containing "flag" request codes.
3. Remove "flags" from vehicle records based on data submissions received from the Local Government containing "clear" request codes.

Local Government must:

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records, and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the Local Governments on September 1st of every year.
2. Submit an application to establish the method of payment (see **Attachment E**), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
PO Box 5020
Austin, TX 78763-5020

A deposit of at least \$500.00 must be provided to TxDMV for placement in a non-interest-bearing-account.

This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Contracts

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

Article 3. Disputes

TxDMV will resolve any contractual or administrative issues regarding this contract.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by **TxDMV** under this contract will be owned by **TxDMV**.

Article 5. Termination

This contract may be terminated by mutual written agreement or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Request" account or a "Prepaid Account" as described in **Attachment B** will be refunded to the Local Government following settlement of any outstanding processing fees.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with **TxDMV** under this contract may not make any offer of benefits, gifts, or favors to employees of **TxDMV**.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties must comply with all applicable laws regarding the performance under this contract.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

Article 10. Notices

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

If to TxDMV:

IT Services Division, Data Support Services

Email: VTR_SCOFFLAW@txdmv.gov

If to the Local Government:

_____ (Insert name of contact)

Email: _____ (Insert email address for contact)

ATTACHMENT D

Contact Information for Technical Assistance

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_SCOFFLAW@txdmv.gov.

ATTACHMENT E

Account Information

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number
Type of Account Requested: _____ "Prepaid" Account _____ "Pay on Request" Account		
DATE:	ATTN: <i>(Name and Telephone Number of Person Responsible for Account)</i>	
ACCOUNT NAME:		
BILLING ADDRESS:		
ATTENTION: <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files)</i>		
MAILING ADDRESS:		
E-MAIL ADDRESS: <i>(For Contact Purposes by E-mail)</i>		
BUSINESS TELEPHONE NUMBER:		BUSINESS FAX NUMBER:
<i>For Department Use Only</i> <i>Escrow Amount</i> <i>Date Contract Signed</i> _____ <u><i>Account Terminated/Canceled</i></u> <i>Non-Payment</i> _____ <i>User Request</i> _____ <i>Account Number</i> _____		



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: August 14, 2019

MEETING DATE: September 3, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Javier Hinojosa Engineering for the Professional Engineering Services for the design and project administration of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail Phase II, Ridge Road Tunnel Crossing conflict. (Project #1819-40-510-IPQ077-001)

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 authorization of the City Commission on approving the City Manager to negotiate and enter into a contract agreement with Javier Hinojosa Engineering, for Professional Engineering Services of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail Phase II, Ridge Road Tunnel Crossing conflict.

These costs will be reimbursed by Hidalgo County Pct. 2 as per an Interlocal Agreement.

Financial Consideration: Estimated Fee \$45,000

Account No. 40-1-1254-06

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Javier Hinojosa Engineering for the Professional Engineering Services for the design and project administration of the Sanitary Sewer Utility Adjustments related to the Regional Linear Park Hike and Bike Trail Phase II, Ridge Road Tunnel Crossing conflict.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 8/14/2019

Omar Anzaldua

Approved - 8/14/2019

Veronica Gutierrez

Approved - 8/14/2019

Patricia Rigney

Approved - 8/14/2019

Karla Moya

Approved - 8/16/2019

City Management Office

Final Approval - 8/30/2019

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

§

CITY OF PHARR

§

COUNTY OF HIDALGO

§

§

§

This AGREEMENT is between **Garcia Infrastructure Consultants, LLC** (hereafter referred to as “ENGINEER”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ENGINEER is hereby authorized to perform professional services in connection with the **Hike & Bike Phase II-Ridge Road Utility Relocation Project**., hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, Texas 78577

Project: **Hike & Bike Phase II-Ridge Road Utility Relocation Project**

Project Location: Pharr, Texas

Section 1

General Scope of Services and Project Description

This AGREEMENT is based on providing the following services for the Project as described in **Exhibit A-Scope of Services**. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.

Section 2

Representations and Warranties

By executing this AGREEMENT, the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Engineer Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Engineer shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Engineer shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.
- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents, employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.
- (3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
 - (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.
 - (c) *Verification of coverage.* Engineer shall provide certificates of insurance with copies of original endorsements to CLIENT as

evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the project in accordance with the time schedule set forth in **Exhibit B-Work Schedule** or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date, minus the cost to complete the scope of work under this Agreement. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses

and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **(\$45,000) Forty Five Thousand Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

8.7 ENGINEER shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

8.8 ENGINEER acknowledges that ENGINEER's skill and expertise is a material consideration for CLIENT entering into this AGREEMENT. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after

completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (2) as

expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

11.3 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

11.4 The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: $[\text{Cost of Design Error or Omission Change Orders}] - [\text{Original Construction Contract Amount} \times 0.02] = \text{Required Reimbursement to CLIENT}$. ENGINEER shall not be required to reimburse CLIENT if

cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue and jurisdiction shall lie exclusively in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

**Javier Hinojosa Engineering,
416 E. Dove Avenue
McAllen, Texas 78504**

**Javier Hinojosa, PE
ENGINEER**

By: _____
Signature
ENGINEER

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

Alex Meade
City Manager
City of Pharr, Texas

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

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.rr.com

TBPE FIRM NO. F-1295

August 14, 2019

Mr. Omar Anzaldua, P.E., City Engineer
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

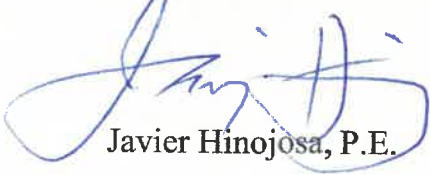
**Re: Ridge Road Sanitary Sewer Improvements
Veterans Blvd. west to Drain Ditch**

Dear Omar,

As per your request, this letter will serve as our Proposal for the required Civil Engineering services for the sanitary sewer improvements along Ridge Road from Veterans Blvd. west to the Drain Ditch. Our services will include the necessary surveying, design, construction staking and project administration for this project. Our fee to perform these required services will be a fixed fee of \$45,000.00. We stand ready to proceed with this project at your notice of approval of this proposal. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: August 30, 2019

MEETING DATE: September 3, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on agreement with Hollis Rutledge and Associates, Inc. for lobbying services. (Project No. 1718-01-510-S027-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Hollis Rutledge and Associates, Inc., (HRA, Inc.) has been assisting the City with planning, federal and state relations services ,administrative and grant-writing services at the current monthly retainer free of \$6,000 plus expenses previously approved by the City in performances of services.

The term of this agreement shall commence on October 1, 2019 through September 30, 2020.

Financial Consideration: \$6,000 per month plus expenses previously approved.

Staff Recommendation: Staff recommends renewal of agreement with HRA, Inc.

Alternatives: Not to renew.

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 8/30/2019
Approved - 8/30/2019
Approved - 8/30/2019
Final Approval - 8/30/2019



HOLLIS RUTLEDGE AND ASSOCIATES INC.

Business Management • Marketing Consultants • Real Estate • Governmental Affairs

HOLLIS V. RUTLEDGE, JR.
President

523 Conway Avenue, Ste. 3, 2nd Fl.
Mission, TX 78572
Phone: 956-583-0002
Fax: 956-583-0500

Alex Meade
City Manager, City of
Pharr
118 S Cage Blvd
Pharr, Texas 78577

Dear Mr. Meade:

It has been a pleasure for Hollis Rutledge and Associates, Inc. (HRA, Inc.) to serve the City of Pharr. The business relationship between Hollis Rutledge and Associates, Inc. that has existed has greatly benefited the City of Pharr and the community it serves. We have worked with private, state, and federal officials and organizations on multiple governmental and legislative issues to benefit the City of Pharr and the Pharr International Bridge. The organizations assisting Pharr and the Pharr International Bridge have included the Texas Governor's Office, the Texas Lt. Governor's Office, the Texas Attorney General's Office, the Texas Secretary of State's Office, US State Department, US General Services Administration, US Department of Homeland Security-FEMA, US Department of Commerce, Texas Department of Transportation, Texas Parks and Wildlife, Texas Water Development Board, US Department of Housing and Governor's Office of Economic Development, the Offices of the US Senators and Congressmen, State legislators, and others. We look forward to a continued successful relationship between Hollis Rutledge and Associates, Inc. and City of Pharr and the Pharr International Bridge. The continued services will include planning, state and federal relations, and grant-writing services. Our firm provides multiple services in the area of state and federal relations including but not limited to coordination of legislation, appropriation requests, representation, mitigation of issues, and grant applications with state and federal agencies as appropriate. HRA, Inc. has a staff of 8 individuals with experience of 174 years combined.

We appreciate the ongoing relationship with our firm and look forward to continuing to serve your community and are proposing to continue planning, federal and state relations services, administrative and grant-writing services at the current monthly retainer fee of \$6,000 plus expenses. Attached are two copies of the proposed agreement for your consideration (See Attachment A). Should you need any additional clarification or information, please call me at 583-0002 (office) or 956-497-9979 (cell) if you have any questions.

Sincerely,

Hollis V. Rutledge, Jr.

ATTACHMENT A
Proposed Agreement

PROFESSIONAL SERVICES AGREEMENT Between
CITY OF PHARR and HOLLIS RUTLEDGE & ASSOCIATES, INC.

This agreement is made by between HOLLIS RUTLEDGE & ASSOCIATES, INC. (hereinafter "RUTLEDGE") a domestic entity, and CITY OF PHARR, a political subdivision of the State of Texas (hereinafter "City") also cumulative known as "Parties" The parties agree that Rutledge shall provide its corporate formation filings, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement.

1. Conditions. The following terms conditions shall be completed within the effective term of this agreement by Rutledge:
 - (a) consultation and legislative support and planning with United States federal authorities, agencies, and congressional officials related to municipal growth, financial and grant assistance, economic development and domestic and international affairs, and other public relations materials or activities of mutual interest; and
 - (b) consultation and legislative support and planning with Texas state authorities, agencies, and legislative officials related to municipal growth, financial and grant assistance, economic development and domestic affairs, and other public relations materials or activities of mutual interest.
 - (c) The parties agree that Rutledge shall also provide grant-writing services as part of this agreement that includes submission of applications and supporting materials. All information exchanged is subject to the restricted privacy policy of both parties and related third parties.
 - (d) City shall pay Rutledge \$6,000.00 monthly at the beginning of each month plus expenses approved by the City in performance of services.
 - (e) Rutledge shall provide written reports to the governing body and City administration on a quarterly basis of all services, support, and other activity. Rutledge shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.
2. Term. The term of this Agreement shall commence on the 1st day of October, 2019 and shall expire on the 30th day of September, 2020.
3. Termination/Default. Either Party may terminate this Agreement prior to the expiration of the term with or without cause upon delivery of thirty (30) days written notice.
4. Applicable law; Venue. It is agreed that laws of the United States and Texas shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.
5. Independent Contractor/Non-Disclosure. The parties stipulate and agree that:
 - (a) Rutledge shall be an independent contractor for all purposes under this Agreement, and as such, no part of Rutledge's work-product, methods, or process provided to City shall be directed or controlled by City;
 - (b) Rutledge is not prohibited from providing services to any other entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) Rutledge will provide its own equipment, supplies, and necessities to perform under this agreement;
 - (d) Rutledge acknowledges and agrees that it may be personally liable for self-employment taxation;
 - (e) Rutledge is not entitled to any benefits as may be applicable to the personnel of the City;
 - (f) Rutledge further agrees and stipulates that neither it nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third-party including but not limited to any other domestic or foreign municipality unless authorized by City.
6. Modification/Waiver. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings

between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

7. Severability. If any provision, or any portion of this agreement is found to be unlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of this agreement.
8. Entire Agreement/Merger. This document is intended by the parties as the final, merged, and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein.
9. Indemnification. Rutledge agrees to fully indemnify and hold harmless the City and any officers, employees, agents, and insurance carriers for any liability or damages associated with claims, judgments, or settlements related directly and indirectly from the services arising from this agreement.

EXECUTED this ____ day of September, 2019.

CITY OF PHARR

Ambrosio Hernandez, Pharr Mayor

Hollis Rutledge, HRA, Inc. President

City of Pharr
Cumulative Report — As of September 2019
Hollis Rutledge and Associates, Inc.

Valley Baptist Legacy Foundation

HRA, Inc. worked with the Pharr Grants Department and Pharr Parks Department to submit a grant request of \$191,598 to the Valley Baptist Legacy Foundation for the purchase of ADA exercise equipment and resurface of basketball court to be installed in Victor Garcia Park. Grant was successfully awarded in the month of July 2017.

Texas Facilities Commission

HRA, Inc. assisted the Pharr Police Department in formulating a letter for request of police equipment/vehicles to the Texas Facilities Commission. Letter was sent to the agency on September 2016. HRA Inc. was able to successfully assist the department and secure police vehicles and equipment from the DPS surplus. Recently, in first week of September 2017 HRA Inc. was able to assist the department secure 3 additional sedans and were assisting with another 3 Tahoe's to assist the police department with 2017 Ford SUV issue.

Economic Development Agency

Assisted the City of Pharr with reprogramming the \$1.2 million for a City of Pharr South Branch and Emergency Operations Center which was to be built at the Pharr International Bridge for a facility to be built instead in Las Milpas as a Research and Development Center housing STC classes, a community library, and a disaster command center. HRA Inc. currently provides assistance to the Pharr Grants Department in the management and reporting for the project.

Pharr Bridge

HRA, Inc. worked with Cynthia Garza to help organize a trip to Washington, DC for the Pharr Bridge and the Pharr EDC to meet with legislators to discuss international affairs. Meetings included, US Senator John Cornyn staff, Representative Jeb Henslerling, Representative Henry Cuellar, Representative Peter Olsen, Representative Vicente Gonzalez, Representative Kevin Brady Title. Also met with the following officials: Caitlin Hughes Raymun — US Department of Transportation Federal Highway Administration, Director, Office of Freight Management and Operations. Maureen R Smith, Director, Office of supply chain, Professional and Business Services, US Department of Commerce, International Trade Administration. Matt Hew Siordia, Mexico Desk Officer, Office of North America, US Department of Commerce, International Trade Administration. David Olsen, Mexico Desk Officer, Office of North America, US Department of Commerce, International Trade Administration. Tricia M Harr, AICP, US Department of Transportation-Federal Highway Administration, Team Leader Border and Inter State planning team, Office of Planning, Environment, and Realty. Office of Planning. Assisted the City of Pharr with expediting various programs at the Pharr Bridge involving General Services Administration and US Customs and Border Protection. Also assisted the Pharr Bridge Board and staff to initiate contacts and establish a dialog with Congressman Kevin Brady, Chair of the U.S. House Ways & Means Committee, in relation to the Trump Administrations tariff and NAFTA initiative that could affect the Agriculture produce industry as well as the Pharr International Bridge.

Texas Department of Public Safety

HRA, Inc. facilitated meetings between Texas DPS, City of Pharr and PSJA ISD for the new Regional Center for Public Safety Excellence (RCPSE). HRA, Inc. continues to work with City and DPS on securing additional funds for this project.

Texas Parks and Wildlife

Assisted in securing \$250,000 from Texas Parks and Wildlife Grant for a Pharr Nature Center Park adjacent to the Pharr Aquatic Center back in October 1st of 2015. HRA Inc. currently provides assistance to the Pharr Grants Department in the management and reporting for the project.

Housing and Urban Development

Assisted with mitigation of a CDBG issue with US Department of Housing and Urban Development.

FEMA Assistance to Firefighters Grant

HRA Inc. worked with the Pharr Fire Department to submit grant to the Assistance to Firefighters program to hire additional firefighters. Grant request was for \$1 million dollars to hire 8 additional fire fighters for the Fire Department. Grant announcements will begin in the first week of September and will run weekly after that.

Valley Baptist Foundation

HRA Inc. has been working with city staff to submit a Valley Baptist Foundation Grant for a proposed park project. Letter of intent will be submitted by September 13 and then city will be invited to submit full application in month of October. The City will be requesting \$500,000 for this project.

U.S Dept. of Commerce-Economic Development Agency

HRA Inc. is working with the Pharr EDC on preparing a new EDA grant application in the amount of \$1.5 million. The application is in the preliminary stages and will be used to construct needed infrastructure for job creation in the City of Pharr.

Moody Foundation

HRA Inc. will be applying for funding to the Moody Foundation to be able to leverage the proposed park funding received from Texas Parks and Wildlife for construction of the new northside park. We will submit grant request of \$250,000 by October 2019.

Trull Foundation

HRA Inc. will be applying for funding to the Trull Foundation to be able to leverage the proposed park funding received from Texas Parks and Wildlife for construction of the new northside park. We will submit grant request of \$250,000 by November 2019.

US Department of Agriculture – RD

HRA, Inc. coordinated with Cynthia Garza efforts on the development of a USDA RD Broadband Pilot Project with support from Congressman Henry Cuellar and Congressman Michael Conaway, Ranking member of the Agriculture Committee in the House. Was also supported by Senator John Cornyn.

U.S. Department of Transportation

HRA, Inc. worked with City of Pharr, Pharr EDC, PSJA ISD and HALFF Associates to submit a TIGER grant request of \$9,450,000 to the U.S. Department of Transportation. Grant was not selected for this round of funding, will pursue funding in next grant cycle.

General Services Administration and US Department of State

HRA, Inc. coordinated with Cynthia Garza meetings and presentations by Pharr City and Bridge officials to pursue a second span for the Pharr International Bridge. Organized meetings with all pertinent officials in Washington DC.

Texas Department of Agriculture

HRA, Inc. coordinated with Cynthia Garza and the PEDC a media event to promote the Pharr International Bridge featuring Agriculture Commissioner Sid Miller for his second swearing ceremony held at the Pharr International Bridge.

Texas Department of Agriculture

HRA, Inc. set up meetings coordinated with Cynthia Garza with the Texas Agriculture Commission relative to the STAC Consortium Program State Reimbursement Program for owners of Port of Entries for CBP Overtime.

General Services Administration

HRA, Inc. coordinated with Cynthia Garza a meeting with GSA to promote a Donation Program at Port of Entry for capital improvement.

Leverage Fund

HRA Inc. worked with Cynthia Garza and PEDC to promote reestablishment of the Leverage Fund to benefit EDCs

HOLLIS RUTLEDGE AND ASSOCIATES, INC.



**MANAGEMENT,
GOVERNMENTAL-RELATIONS, MARKETING,
INFORMATION TECHNOLOGY & REAL ESTATE
CONSULTANT SERVICES**

August 28, 2019

Hollis Rutledge and Associates, Inc. (HRA, Inc.)

Hollis Rutledge and Associates, Inc. (HRA, Inc.) is a management and marketing counseling firm that serves both private and public entities including cities, school districts, economic development corporations, and private companies. The firm's expertise and specialization are governmental affairs and relations. Governmental affairs and relations can involve various activities including representation before state and federal agencies, development of appropriation requests, proposal writing, and grant development and/or coordination. Firm associates have extensive knowledge and experience at the local, state, and national levels on government policies, policy development, and implementation strategies. Public and private policy and policy implementation areas of expertise include transportation, infrastructure development including international bridges, employment, education and job training, strategic planning and evaluation, governmental procurement, banking, project finance, economic development, health care and health care insurance, public finance, tax, telecommunications, international trade, housing, and water with total combined experience of over 50 years. The associates have earned a reputation throughout South Texas of achieving outstanding results for clients. The office in South Texas is located in the City of Mission.

Hollis Rutledge, the founder of Hollis V. Rutledge & Associates, Inc., was called upon twice to serve as a Presidential Appointee in Southwest Region 7, first by President Reagan as a Special Assistant over five states with Housing and Urban Development and then by President Bush as a Regional Administrator for the General Services Administration over 11 states. He was Director of the Hidalgo County Job Training Partnership Act (JTPA) Program; former owner of Delta Systems Services, Inc.--an Engineering and Architectural Firm; Director of Planning and Administration, City of San Benito; City Manager for various municipal governments; real estate agent; owner of marketing and consulting firm; Marketing Director for various professional services organizations; and a Certified Teacher.

Special expertise includes: Management methods and practices; all aspects of public works projects including financing methods, rules and regulations, negotiations, government building and bridge permits, zoning, real estate, economic development, marketing, government affairs at the federal, state, and local government level.

Meet the Organizational Team

The executive staff and associates of Rutledge & Associates have extensive experience, which can greatly benefit to your organization.



Hollis V. Rutledge, Jr.
President & Owner

Mr. Rutledge has over thirty-six years of experience in management methods & practices in both public and private sectors of the economy. Mr. Rutledge has extensive expertise in all aspects of public works projects including:

Financing methods
Rules & regulations
Government Building and Bridge Permits
Zoning, Real Estate & Economic Development
Marketing
Governmental Relations- Federal, State & Local

Experience:

- Administrator, U.S. General Services Admin. of Region VII (11 States)
- Special Assistant, Region VI U.S. Dept. of Housing & Urban Development
- Director of Hidalgo Job Training Partnership Act (JTPA) Program
- Past Owner of Delta Systems Services, Inc. - an Engineering & Architectural Firm
- Dir. of Planning & Admin., City of San Benito
- City Manager for various municipal governments
- Real Estate Agent
- Owner of Marketing & Consulting Firm – Consultant to various public and private sector organizations
- Marketing Director for various professional services organizations
- Certified Teacher

Education:

B.A., University of Texas Pan American University, Edinburg, TX, Major: Political Science, Minor: Speech & Urban Studies.

BACKGROUND

Hollis Rutledge was called upon twice to serve as a Presidential Appointee in Southwest Region 7, first by President Reagan as a Special Assistant over five states with Housing and Urban Development and then by Mr. President Bush as a Regional Administrator for the General Services Administration over 11 states. Rutledge was the Senior Executive Services (SES) administrator and manager of General Services Administration Region 7 for three and one-half years. He exceeded goals for Total Quality Management

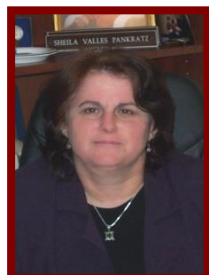
(TQM) for the Southern Border Capital Improvement Program, affirmative action, and procurement initiatives. He assisted in administering Housing and Urban Development policies, programs, and personnel over five southwest states for five years. He was appointed by Texas Governor Clements to the Texas Advisory Commission on Intergovernmental Affairs, and was elected or appointed to serve on boards and committees in Bexar and Hidalgo Counties including the Bexar County Mental Health and Mental Retardation Board of Trustees, and as Chair of the Tarrant County Saving Bond Campaign under the auspices of the Federal Executive Board for three years, and as Chairperson of the Federal Executive Board, a federal interagency board to address the mutual concerns and issues of federal agencies working together including INS, HUD, GSA, SBA, HHS, Department of Education, Department of Treasury, FBI, Dept. of Agriculture, US Department of the Army, the Navy, and the Air Force, Department of Energy, EPA, FEMA, Department of Commerce, EDA, Department of the Interior, Department of Transportation, and others.

Hollis Rutledge has served at the local level in various municipal and county positions including Executive Director of the Hidalgo-Willacy Job Training Partnership Act Program, City of Hidalgo City Administrator, City of San Benito Director of Planning and Administration, and Circuit City Manager for the County Rural Cities Consortium Program (City/County Economic Development Corporation)

Mr. Rutledge has valuable private sector experience. He served as the Marketing Director for Blom Engineering Corp., Inc. in Harlingen, Texas for two years and three years as Associate Vice President for Intergovernmental Relations for Frontera Associates International. Inc., an architectural-engineering firm out of San Antonio that dealt with projects on both sides of the US Mexican border, Canada, and Peru. Projects included international bridges, flood disaster studies, construction supervision/management services, right-of-way streets and drainage, and urban/regional planning. Prior to accepting a Presidential Appointment, he established Delta Systems Services, Inc., a successful architectural, civil engineering, surveying, and urban planning firm in Elsa, Texas. In 1993, Mr. Rutledge founded Hollis Rutledge and Associates, Inc. engaged in providing management and marketing consulting services, and real estate sales to public and private clientele.

He is fluent in English and Spanish. Rutledge is a licensed Realtor and a certified teacher. Hollis Rutledge holds a Bachelor of Arts from the University of Texas at Pan American in Political Science with a minor in Speech.

Mrs. Vallés-Pankratz has over twenty-eight years in both public and private sectors of the economy. Mrs. Vallés-Pankratz has specialized in the following organizational areas:



Sheila M. Vallés-Pankratz
Executive VP President

Budgeting and Program Reporting Systems
Strategic Planning & Evaluation
Performance Measures, Labor Market Analysis
Workforce Education and Training Programs (School-to-Careers, Tech Prep, WIA, etc.)
Program Design and grant development

Experience:

- Consultant to various private and public organizations as Vice President of HRA
- Assistant Director of Tech Prep of the Rio Grande Valley, Inc. -Tech Prep Consortium & School-to-Careers Partnership
- Coordinator of Outreach for four counties for early childhood Texas Department of Health Program
- Planner for Local JTPA Program
- Budget Analyst & MBE (HUB) Purchasing Coordinator for Department of Administrative Services (DAS), State of Ohio
- Certified in Bilingual Elementary Education
- Program design for multiple programs including disaster recovery outreach

Education:

B.A., University of Texas Pan American, Edinburg, TX, Major: Political Science, Minor: English M.P.A., Ohio State University, School of Public Policy & Management, Columbus, Ohio with a specialization in Fiscal Admin.

BACKGROUND

Sheila Vallés-Pankratz has been an associate with Hollis Rutledge & Associates, Inc. and a consultant on management, legislative, marketing, planning and evaluation issues for over 28 years. Her expertise is Budgeting and Program Reporting Systems, Strategic Planning & Evaluation, Government Procurement, Labor Market Analysis, Education, Workforce Education and Training Programs (School-to-Careers, Tech Prep, WIA, etc.), Health and Health Insurance, Research, Grant writing, and Program Design. Prior to joining Hollis Rutledge & Associates, she worked for the State of Ohio for four years starting as a Graduate Intern with the Industrial Commission of Ohio (Now State of Ohio Bureau of Workers Compensation) and later as a Budget Analyst for the Department of Administrative Services. She produced a report on Nursing Home occupational safety and patient safety issues that was published in the State of Ohio occupational

research magazine. Sheila Pankratz was offered a Budget Analyst position within a newly created Budget Division of three people at the State of Ohio's Department of Administrative Services (DAS) at the recommendation of a Graduate Professor and Former Governor Celeste State Budget Officer. Later she also became Minority Business Enterprise Purchasing Coordinator. DAS was the largest State Agency in the State of Ohio and dealt with state personnel, engineering, architectural, building maintenance, computer and telecommunications systems, government surplus, procurement, and equal employment opportunity and minority business development. Sheila Pankratz worked in a team of four headed by a Former Director of the State of Ohio Office of Budget and Management Office. The team put together a strategic planning, budgeting, evaluation, and reporting system recognized by then Governor Celeste. Responsibilities included reviewing, analyzing, and writing legislation, representing the organization before the State of Ohio Office of Budget and Management, analyzing procurement for the Agency Director, and analyzing and recommending program improvement strategies to improve effectiveness and efficiency.

Sheila Pankratz returned to the South Texas area to become involved in education, including school finance and funding strategies, and educational system improvement strategies. The University of Texas at Pan American accepted her into a special alternate Teacher Bilingual Ed Certification Program, and she received a certification in Elementary Bilingual Education. She taught one year and later accepted a position as Head Planner for the Hidalgo-Willacy County Job Training Partnership Act Program for one year. She was offered a position with the State of Texas as the Coordinator of Outreach for four South Texas counties--Hidalgo, Willacy, Cameron, and Starr--for a Texas Department of Health Early Child Health Program. She designed a program for outreach that successfully increased participation. Shortly afterwards, she was offered another position with the State of Texas as Assistant Director of Tech Prep of the Rio Grande Valley, Inc.--Tech Prep Consortium & School-to-Careers Partnership, a regional planning and educational reform organization working with businesses, 31 school districts, 7 colleges, and other social service agencies in Cameron, Willacy, Hidalgo, and Starr Counties. She was involved in the planning and implementing of innovative strategies for the nationally recognized educational reform program known as the Shared Advisor Program currently being utilized by the Hidalgo-Willacy Local Workforce Development Board.

Sheila Pankratz holds a Bachelor of Arts from the University of Texas at Pan American with a major in Political Science and a minor in English. She received honors including National Dean's List, and PAU Honor Roll and Dean's List. She also holds a Masters of Public Policy and Management (M.P.A.) with a specialization in Fiscal Administration from The Ohio State University, School of Public Policy & Management. She graduated with honors and was inducted into the National Honor Society for Public Administrators.

She is in her fourth year on the Texas Manufactured Housing Board. She is in her tenth year on the Mission Housing Authority Board and her third year on the Mission Library Board. She is also a member of the Mission Chamber of Commerce Board. She served for one year on the Hidalgo & Willacy Local Workforce Development Board as Planning Committee Chair and member of the Executive Committee. She is fully literate and fluent in Spanish.

Ms. Leon has over 36 years of experience in the government and non-profit sector. Ms. Leon has extensive experience in the area of government and non-profit housing.



A. Cynthia Leon

EXPERIENCE:

A. Cynthia Leon was appointed to the position of HUD Regional Director in Region VI by President George W. Bush on December 3, 2001. As the Regional Director, she was responsible for the delivery of HUD programs and services to more than 33 million Americans living in the states of Texas, Oklahoma, Louisiana, Arkansas, and New Mexico. She was one of Texas, and the Region's 10 Field Offices. She was the Department's liaison to governors, mayors, elected representatives, city managers, state and local officials, and the Department's customers.

Ms. Leon's career in public service began with her first job as a VISTA volunteer in Cheyenne, Wyoming. She began her 35-year career with HUD as an intern in 1972. From 1980 to 1985, Ms. Leon was the Director of Native American Programs, and from 1985 to 1990, the Director of Public Housing in the Denver Regional Office. From 1990, until her appointment as the Regional Director, Ms. Leon was the Director of the HUD San Antonio Field Office.

Ms. Leon was the immediate past Chair of Dallas - Fort Worth Federal Executive Board, which coordinates the activities of the 220 federal offices in North Central Texas; and a combined federal workforce of 50,000 civilian, postal and military employees. Ms. Leon serves on the Texas Department of Public Safety Commission and is past Chairman of the Commission.

Ms. Leon is a retired Captain from the U.S. Navy Reserve. For most of her Navy career, she served as a Public Affairs Officer, and during the Gulf War she was called to active duty at the Pentagon.

EDUCATION:

Ms. Leon received a Bachelor of Arts degree from Austin College, Sherman, Texas, in 1969, and a Master's degree in Public Administration from the University of Colorado, Boulder, in 1972. She is a Certified Property Manager (CPM) through the Institute of Real Estate Management (IREM). Her many awards include being named HUD's Outstanding Public Housing Director of the Year in 1990.

Mr. Paco Valentin has over 37 years in government and public sector. Mr. Valentin has extensive experience in the area of United States Department of Agriculture and Rural Development.



Paco Valentin

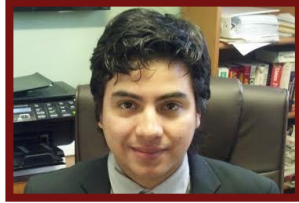
EXPERIENCE:

In June 2009, the Obama Administration appointed Paco Valentin the Texas State Director of Rural Development for the U.S. Department of Agriculture. As State Director, Paco led the agency's efforts to increase economic opportunity and improve the quality of life for rural Texans. Rural Development fosters growth in homeownership, finances business development and supports the creation of critical community and technology infrastructure.

Paco has dedicated his professional career to working for agricultural and rural interests. He formerly served as the Texas Program Director of the Rural Utilities Service with USDA Rural Development. For almost 37 years, he worked with USDA in various leadership capacities, including his tenure as Area Director in both Georgetown and Bryan, Texas. He gained familiarity with community facilities and multi-family housing loans while serving as a USDA Rural Development Housing Loan Specialist. During the period of 1982-1991, Paco was County Supervisor for the USDA Farmers Home Administration (FmHA) in Caldwell, Texas. Prior to that position, he served as Assistant County Supervisor in Gilmer Texas for FmHA. Before beginning his federal career in 1979 he worked as a ranch manager.

During his tenure as State Director, Rural Development provided nearly \$12.5 billion in rural investments throughout Texas for housing, rural utilities, community facilities, and rural business and cooperative development. Among his notable awards, he was recognized with the Habitat Texas 2014 Statewide Community Partner of the Year Award, 2013 Statewide Rural Leadership Award by the Coordinating and Development Corporation of the Ark-La-Tex region, and was the recipient of the Urban Counties Leadership Award in 2010. Paco has also been awarded the USDA Rural Development Distinguished Service Award.

Paco holds a Bachelor of Science degree in Agriculture from Southwest Texas State University. He and his wife, Angie, live in Temple, Texas, and have two daughters, Jordan and Taylor. He enjoys spending quiet time on the family ranch and is an avid outdoorsman who enjoys hunting and fishing in his spare time.

Francisco San Martin**Experience:**

Francisco San Martin

Mr. San Martin has 5 years' experience working for Hollis Rutledge and Associates, Inc. Francisco has successfully administered and applied for grant funding for local municipalities from state and federal sources. Mr. San Martin also led a Hurricane Dolly Disaster Recovery outreach team that helped build over 800 homes in the Rio Grande Valley. Francisco currently oversees the grants team for HRA, Inc.

Francisco also works with different municipalities in budget and financial analysis as well as with economic development corporations with development of strategic plans for economic improvement with a focus in job creation, business recruitment and business retention & expansion.

Francisco has successfully secured funding from the following state and federal sources:

- Texas Governor's Office Criminal Justice Division
- U.S. Economic Development Agency
- Texas Department of Public Safety
- Texas Parks and Wildlife Department

Francisco is also a TxCDBG Certified Project Administrator and has experience with Davis Bacon and labor standards policies. He has previous work experience working as a student aid for the South Texas College, Financial Aid Department.

- Grant Coordinator- Hollis Rutledge and Associates, Inc.
- Grant Writer- Hollis Rutledge and Associates, Inc.
- Student Aid- South Texas College- Financial Aid Department

Education:

Mr. San Martin received a Bachelor of Business Administration – University of Texas Pan American, Edinburg, TX. Major: Management and Certification in Human Resources

Norma “Mona” Ramirez Parras**Experience:**

Ms. Parras has extensive educational and local government experience. She is currently an associate with Hollis Rutledge and Associates Inc. She over 30 years of Education experience and over 17 years in local government administration. She has served in multiple positions including:

- History/Government Teacher- Mission Consolidated ISD
- High School Counselor- Mission Consolidated ISD
- Principal- Mission Consolidated ISD
- Junior High Principal- Mission Consolidated ISD
- Ninth Grade Campus Principal- Mission Consolidated ISD
- High School Principal- Mission Consolidated ISD
- Assistant Chief Administrator for Hidalgo County Judge’s Office
- Chief Administrator for Hidalgo County Commissioner, Pct. 3.

Education:

Mona Parras received a Bachelor’s of Art in Secondary Education - University of Texas Pan American, Edinburg, TX in 1971. Earned a Master of Education Degree in Guidance and Counseling in 1977. Earned her certification in Supervision and Middle Management. She completed the requirements for the Doctor of Education degree at the University of Texas-Pan American in December 2008.

Cost Proposal

Hollis Rutledge and Associates, Inc. proposes to continue to provide services as requested for a monthly retainer of \$6,000. For questions please contact Hollis Rutledge at the Office - 956-583-0002 or on his cell 956-497-9979.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: August 30, 2019

MEETING DATE: September 3, 2019

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Discussion and action, if any, on legal action concerning Pharr Original Townsite A Tract 1350'x100' North of and Adj to R/W Btwn Cypress ST (7th St) & Hwy 281 3.10 AC Net, Pharr, Hidalgo County, Texas.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue: Will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 8/30/2019
Final Approval - 8/30/2019