TAKE NOTICE THAT A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM, 118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS COMMENCING AT 4:00 PM ON MONDAY, OCTOBER 7, 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 Red Ribbon Week.

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.*

A) 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 September 19, 2019 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action ratifying Resolution No. R-2019-48 requesting financial assistance from the Texas Water Development Board. (ADMINISTRATION)

C) Consideration and action ratifying Resolution No. R-2019-49 requesting financial assistance from the Texas Water Development Board. (ADMINISTRATION)

D) Consideration and action on Hold Harmless Agreement between the City of Pharr and Pharr San Juan Alamo ISD for fireworks display for the City of Pharr Salute to Veterans in the empty fields of Liberty Middle School on Saturday November 9, 2019. (EVENTS CENTER)

E) Consideration and action on Agreement between Pharr Police Department and RING, LLC for Law Enforcement Neighbors program. (POLICE)

F) Consideration and action authorizing the Pharr Police Department to apply for the 2019-2020 TXDOT STEP Impaired Driving Mobilization Grant # 2020-PharrPD-IDM-00003. (POLICE)

G) Consideration and action on Development Services Cases:

1. O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. **CUP#160633**

2. Macumba Paradise, LLC, , d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. **CUP#160736**

3. Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot B-1, Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1911 North Veterans Boulevard. **CUP#180858**

4. Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **CUP#180857**

5. Cesar Alejandro Villarreal has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1). The property is legally described as being Lot 1, Los Ranchitos Subdivision No.#2, Pharr, Hidalgo County, Texas. The property's physical address is 7408 South Naranja Lane. **COZ#190856**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance O-2019-30 pertaining to public testimony. ***(1st Reading)*** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance amending Ordinance O-2017-35 adding an Adverse Incident Pay Policy to the Personnel Policy Manual. ***(2nd Reading)*** (HR)

C) Consideration and action, if any, on Ordinance repealing Ordinances O-2011-27 and O-2011-52 renaming Newcombe Ave. to its original street name Park Ave. ***(2nd Reading)*** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-37 (rental of city facilities). ***(3rd and Final Reading)*** (PARKS)

E) Consideration and action, if any, on Resolution in Support of Proposition 8. (ADMINISTRATION)

F) Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members and two (2) alternate members to the Planning and Zoning Commission. (DEVELOPMENT SERVICES)

G) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #1. (ADMINISTRATION)

H) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #2. (ADMINISTRATION)

I) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission. (HR)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on petition received by the City of Pharr to contract the City of Pharr's Election with Hidalgo County Elections Department. (LEGAL)

B) Consideration and action, if any, on acceptance of the Las Milpas Road Left Turn Lanes Construction Project and Release of Final Payment and Retainage in the amount of $27,541.10. (Project #1819-39-510-C009-516) (ENGINEERING)

C) Consideration and action, if any, amending design-build Downtown Gateway and Lighting Improvements Project contract with International Consulting Engineers (ICE) for the installation of various City Hall and Gateway Monument sign lighting and controls systems (Project No.1819-39-510-S026-001). (ENGINEERING)

9. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to purchase various lighting components for the lighting of City Hall and the Downtown Gateway Monument Project, through a TIPS Cooperative Contract. (Project No. 1819-01-528-P024-001) (ENGINEERING)

10. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal agreement between the Pharr Police Department and South Texas Auto Theft Task Force for mutual aid (burglary and theft of motor vehicle) law enforcement task force. (POLICE)

B) Consideration and action, if any, ratifying First Amendment to Interlocal Agreement between the City of Pharr and the Pharr-San Juan-Alamo School District for the natatorium. (ADMINISTRATION)

C) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr the the Texas Parks and Wildlife Department for a $5,000,000 grant for the development of a Multi-Specialty Facility in the City of Pharr. (ADMINISTRATION)

D) Consideration and action, if any, on soliciting a scope and fee proposal from an Engineering Firm on the approved Engineering Service Pool list and authorizing City Manager to negotiate and enter into an agreement for Professional Traffic Engineering Consulting Services regarding the I-2/I-69 Interchange Project.(Project #1920-01-528-S001-001) (ENGINEERING)

E) Consideration and action, if any, on soliciting a scope and fee proposal from the approved list of Water/Wastewater Engineering Service Pool and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of a new Raw Water Reservoir Project. (Project #1920-01-528-S002-001) (ENGINEERING)

F) Consideration and action, if any, on soliciting a scope and fee proposal from the approved Engineering Service Pool list and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of the South Region Interceptor Project. (Project #1920-01-528-S003-001) (ENGINEERING)

G) Consideration and action, if any, on soliciting a scope and fee proposal from and Engineering Firm on the approved list of Engineering Service Pool and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of a North/South Roadway (North Canna St). connecting FM 495 to West Bound IH-2 Frontage Rd. (Project #1920-01-528-S004-001) (ENGINEERING)

H) Consideration and action, if any, on soliciting a scope and fee proposal from an Engineering Firm on the approved Engineering Service Pool list and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of a North/South Roadway (North Fir St). connecting FM 495 to West Bound IH-2 Frontage Rd. (Project #1920-01-528-S005-001) (ENGINEERING)

I) Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate. (Project #1819-60-582-SP005-011) (PUBLIC UTILITIES)

J) Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Polymer. (Project #1819-60-584-SP004-011) (PUBLIC UTILITIES)

K) Consideration and action, if any, authorizing City Manager to award Alvarado Architects design services and construction management for the golf course renovation project. (PARKS)

L) Consideration and action, if any, authorizing City Manager to enter into a contract for event planning services for the City of Pharr Christmas Posada. (ADMINISTRATION)

M) Consideration and action, if any, authorizing City Manager to negotiate and enter into contracts for city events and festivals. (ADMINISTRATION)

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.

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 4th day of October, 2019 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 4th day of October, 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, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

WHEREAS, October 23-31, 2019, has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free state by wearing a red ribbon and participating in drug-free activities during that week; and

WHEREAS, the Red Ribbon Initiative will be observed year-round presenting a unified and visible commitment of our intolerance towards the use of drugs and calling all citizens of Pharr-San Juan-Alamo to participate in year round drug-free activities.

NOW THEREFORE, **I, AMBROSIO HERNANDEZ, MAYOR OF THE CITY OF PHARR, MARIO GARZA, MAYOR OF THE CITY OF SAN JUAN, DIANA MARTINEZ, MAYOR OF THE CITY OF ALAMO, JESSE ZAMBRANO, PRESIDENT OF PSJA ISD SCHOOL BOARD, & RIO GRANDE VALLEY COUNCIL, INC.**: by the virtue of the authority vested in us and on behalf of the City Commissions' of Pharr, San Juan, and Alamo, the PSJA ISD, Behavioral Health Solutions of South Texas do hereby proclaim the 23-31st day of October 2019 as:

"Red Ribbon Week"

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

ATTEST:

CITY OF PHARR

_____
Hilda Pedraza, City Clerk

_____
Ambrosio Hernandez, Mayor

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED: September 17, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public Hearing on Development Services Cases

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 9/17/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

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:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/4/2019
City Management Office	Final Approval - 10/4/2019

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)**
- ❑ **Downtown Pharr Lights (Polk to IH-2)**
- ❑ **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

- ❑ **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**
- ❑ **Pharr Bridge Office Expansion**
- ❑ **Las Milpas Road Left Turn Lanes**
- ❑ **16-in Waterline on Hi-Line Rd.**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safey 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 surronding cities, schools, neigborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordianting with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Desgin is 65% Complete
Project Name:	Pharr Pedestrian Connetions
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:	Coordianting with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental an 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/Hallf 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:	Hallf 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 awareded.
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

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:**	218.52%

Description: Construction of a new park.

Status: Construction is ongoing.

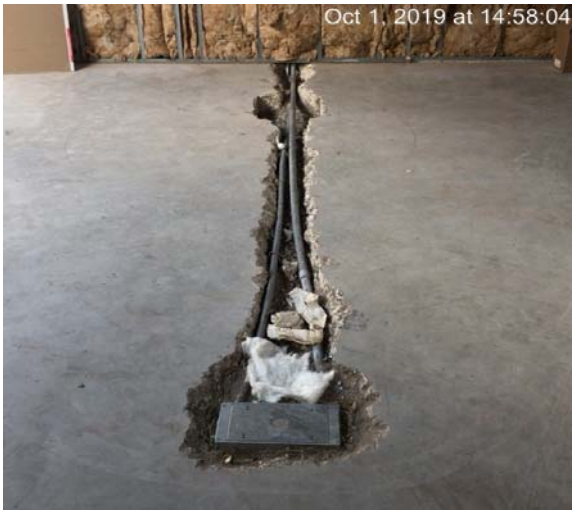
Pictures:

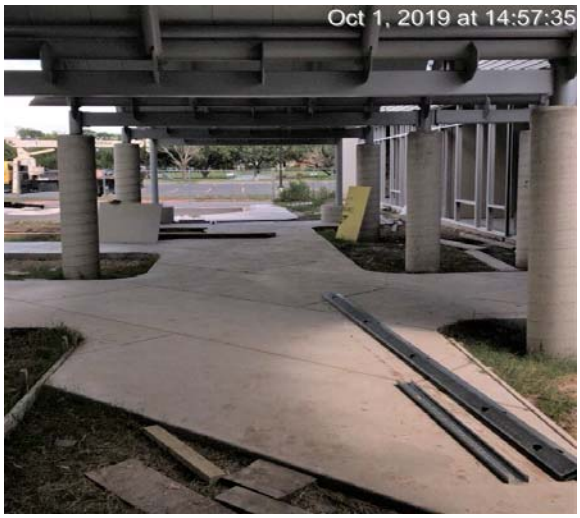
Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	$2,200,000	**Contract Time (Days)**	270
Notice to Proceed	2/20/2018	**Contract Time Used:**	218.52%
Description: Construction of a new Park			
Status: Construction is ongoing.			
Pictures:			

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:**	218.52%
Description: Construction of a new Park			
Status: Construction is ongoing.			
Pictures:			

Project Name:	Fire Station No. 4		
Architect	The Warren Group		
Contractor	Davila Construction		
Contract Amount	$1,500,000	**Contract Time (Days)**	270
Notice to Proceed	2/20/2018	**Contract Time Used:**	218.52%
Description: Construction of a new Fire Station in South Pharr			
Status: Substantial Completion has been achieved.			
Pictures:			

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:**	152.92%
Description: Renovations of an approximately 16,000 s.f. facility and			
Status: Construction is Ongoing			
Pictures:			





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:**	187.14%

Description: Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road

Status: Construction is ongoing

Pictures:

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:**	561.67%

Description: Construction of approximately 2,300 feet of new 24" Sanitary Sewer Line

Status: Construction is ongoing

Pictures:

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:**	390.54%

Description:

Status: Construction is ongoing

Pictures:

Project Name:	Pharr Bridge Office 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:**	74.27%
Status: Construction is ongoing			
Pictures:			

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:**	258.33%

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: Complete

Pictures:

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: September 25, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 9/25/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for September 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:

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/4/2019
City Management Office	Final Approval - 10/4/2019

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
THURSDAY, SEPTEMBER 19, 2019
118 SOUTH CAGE 2nd FLOOR

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

BOARD OF COMMISSIONERS PRESENT:	Mayor Pro Tem Roberto "Bobby" Carrillo Comm. Eleazar Guajardo Comm. Ramiro Caballero Comm. Daniel Chavez Comm. Ricardo Medina Comm. Itza Flores
BOARD OF COMMISSIONERS ABSENT:	Mayor Ambrosio Hernandez
STAFF PRESENT:	Alex Meade, City Manager Edward Wylie, Deputy City Manager Hilda Pedraza, City Clerk Omar Anzaldua, City Engineer Gary Rodriguez, Events Ctr. Director Karla Saavedra, Finance Director Anali Alanis, HR Director Marissa Hernandez, Municipal Court Judge Leonardo Perez, Fire Chief Jose Luengo, Police Chief Melanie Cano, Dev. Services Dir. Rey Cano, Asst. Public Works Director Jose Villescas, Public Utilities Director Sergio Alanis, Parks & Rec. Director Raul Garza, CDBG Director Adolfo Garcia, Library Director Jose Pena, I.T. Director Luis Bazan, Bridge Director Veronica Gutierrez, Purchasing Daniel Ramirez, Communications Director Victor Perez, PEDC Director
CITY ATTORNEY	Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Pro-Tem Carrillo called the meeting to order at 4:00 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NATIONAL DAY OF REMEMBRANCE DAY FOR MURDER VICTIMS

Robert Garcia, Families of Murdered Victims, stated they provide assistance and advocacy to families in the court and thanked the commission for their leadership and understanding. Mr. Garcia encouraged the community to visit them and invited everyone to attend their 7th Annual Candlelight Vigil on September 25, 2019 at the Pharr Events Center from 6:00 p.m. to 9:00 p.m.

Mayor Pro Tem Carrillo expressed his deepest condolences to the families and read proclamation proclaiming National Day of Remembrance Day for Murder Victims. Proclamation was presented to Robert Garcia.

B) PROCLAMATION PROCLAIMING MANUFACTURING DAY

Karina Lopez, PEDC Business Retention Expansion Manager, introduced Belinda Vargas, Mike Willis, Victor Perez and PEDC Board Members. She explained the proclamation was to bring awareness of the manufacturing industry and the many career opportunities the industry brings. Ms. Lopez further acknowledged the partnerships with PSJA ISD and the South Texas Manufacturers Association which allows them to continue supporting the growing innovative industry such as manufacturing. Mike Willis thanked the commission for the recognition and spoke about the many components of the manufacturing industry and various partnerships.

Mayor Pro Tem Carrillo read the proclamation proclaiming Manufacturing Day and presented proclamation to Karina Lopez.

ITEM 3. PUBLIC TESTIMONY

Pedro Garcia, Interim CEO and Artistic Director for Pharr Community Theatre, spoke about agenda item 9-B. He stated the theatre had a very successful 2018 and 2019 years and thanked the City of Pharr for the continued support.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING: SOLICITATION OF COMMENTS FROM THE GENERAL PUBLIC ON 2019 EDWARD BYRNES MEMORIAL JUSTICE GRANT (POLICE)

Mayor Pro Tem Carrillo opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR SEPTEMBER 2019 (FINANCE)

Alex Meade, City Manager, introduced the item and reported sales tax for the month of September 2019 has shown an overall positive trend in the amount of $2,813,033 from this point last year, for an increase of 15.40%.

B) SUBMISSION OF TAX COLLECTION REPORT FOR AUGUST 2019 (FINANCE)

Alex Meade, City Manager, introduced the item and stated current tax collections as of August 2019 were $18,323,336 or 95.75% collected out of this year's levy which was a 0.13% decrease compared to last year.

C) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the Pharr Economic Development Corporation and the Greater Pharr Chamber of Commerce would be hosting the 2nd Annual Pharr International Trucking Expo on Saturday, September 21, 2019. He stated this was a free event open to the public and invited everyone to attend.

Alex Meade, City Manager, extended an invitation to the public to join the City of Pharr in celebrating the Pharr First Responders Festival on Saturday, September 28, 2019 in downtown Pharr. He stated this was a free community festival featuring live music, raffle prizes, carnival rides, fire prevention tips, family games, free school supplies, and much more.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR SEPTEMBER 3, 2019 REGULAR CALLED MEETING AND SEPTEMBER 9, 2019 SPECIAL CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION ON APPLICATION FOR STREET CLOSURE FOR IDEA OWASSA (IDEA PUBLIC SCHOOLS) WALK-A-THON ON SATURDAY, SEPTEMBER 28, 2019 FROM 7:30 A.M. TO 9:45 A.M. (ADMINISTRATION)

C) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR AGGREGATE AND INDIVIDUAL STOP LOSS INSURANCE FOR SELF-FUNDED MEDICAL PLAN (PROJECT 1819-01-526-S038-047) (HR)

D) CONSIDERATION AND ACTION RATIFYING ONE-YEAR EXTENSION AGREEMENT WITH SOUTH STAR SECURITY FOR PHARR EVENTS CENTER IN-HOUSE SECURITY SERVICES (PROJECT NO.1819-01-530-IPQ018-001) (EVENTS CENTER)

E) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH LHOIST NORTH AMERICA OF TEXAS, LTD. FOR TYPE B LIME SLURRY (PROJECT #1819-01-517-SP001-001) (PURCHASING)

F) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO EXTEND CONTRACT WITH CERES ENVIRONMENTAL SERVICES, INC. FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES (PROJECT NO. 1415-01-517-0022) (PUBLIC WORKS)

G) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF PEDC II LINE OF CREDIT WITH LONE STAR NATIONAL BANK (PEDC II)

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

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

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

DRAFT

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING TAX RATE FOR FY 2019-2020 *(ADOPTION ON 1ST READING)* (FINANCE)

Alex Meade, City Manager, introduced the item. He stated this was adoption of first reading and as per Texas Local Tax Code Chapter 26, cities need to officially make a motion to adopt a tax each fiscal year.

Alex Meade, City Manager, further recommended the property tax rate be increased by the adoption of tax rate of .7176¢ which is effectively and 11% increase in the tax rate. Mr. Meade stated this would allow the City of Pharr take on additional debt to help us with infrastructure improvements.

Comm. Guajardo briefly stated the reason for the increase was mainly for necessary infrastructure improvements needed as experienced by the last two heavily impacted flooding events.

Comm. Caballero, Comm. Chavez, Comm. Flores and Comm. Medina echoed Comm. Guajardo comments. Mayor Pro Tem Carrillo stated once these issues were addressed, the commission would bring the tax rates back down. Lastly, Mr. Meade explained the increase to the average household within the City of Pharr would be approximately forty-eight dollars a year.

There being no further discussion, Comm. Guajardo **moved** to approve the proposed tax rate increase of .7176¢ which is effectively a 11% increase in the tax rate; Comm. Carrillo **moved** to approve the proposed tax rate increase of .7176¢ which is effectively a 11% increase in the tax rate; Comm. Caballero **moved** to approve the proposed tax rate increase of .7176¢ which is effectively a 11% increase in the tax rate; Comm. Chavez **moved** to approve the proposed tax rate increase of .7176¢ which is effectively a 11% increase in the tax rate; Comm. Medina **moved** to approve the proposed tax rate increase of .7176¢ which is effectively a 11% increase in the tax rate; and Comm. Flores **moved** to approve the proposed tax rate increase of .7176¢ which is effectively a 11% increase in the tax rate. The motion carried unanimously.

Ordinance No. O-2019-39 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING AND APPROVING BUDGET FOR YEAR BEGINNING OCTOBER 1, 2019 ENDING SEPTEMBER 30, 2020 *(ADOPTION ON 1ST READING)* (FINANCE)

Alex Meade, City Manager, introduced the item and stated cities were required to prepare and adopt an annual budget as part of Texas Local Government Code Chapter

102. He stated the budget was in their packets and Karla Saavedra, Finance Director, was available for any questions. He further recommended approval.

Comm. Guajardo **moved** to approve. Comm. Medina seconded the motion.

Comm. Medina requested information on the final budget for each department. He stated he was interested in knowing what their needs were and would like to have the information in writing to review. Alex Meade, City Manager, stated this was discussed during the budget workshop but will provide him the information as requested.

There being no further discussion, the motion was put to a vote and it carried unanimously.

Ordinance No. O-2019-40 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING ADVERSE INCIDENT PAY POLICY *(1ST READING)* (HR)

Alex Meade, City Manager, introduced the item. He briefly stated this policy was created to establish a special compensation provision for the impact period of an adverse incident such as an unforeseen hurricane or flooding. He added exempt and non-exempt employees would be paid at time and a half pay during these events. He further 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, ON ORDINANCE REPEALING ORDINANCES O-2011-27 AND O-2011-52 RENAMING NEWCOMBE AVE. TO ITS ORIGINAL STREET NAME PARK AVE. *(1ST READING)* (DEVELOPMENT SERVICES)

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

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

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2018-37 (RENTAL OF CITY FACILITIES) *(2ND READING)* (PARKS)

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

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

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR NOMINATION OF CANDIDATE(S) TO THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS FOR 2020-2021 (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and recommended Albert Cardenas as candidate to the Hidalgo County Appraisal District Board of Directors.

Comm. Medina **moved** to nominate Albert Cardenas as recommended. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-47 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR PHARR ECONOMIC DEVELOPMENT CORPORATION II FOR FY 2019-2020 (FINANCE)

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

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

B) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR TAX INCREMENT REINVESTMENT ZONE NO. 1 FOR FY 2019-2020 (FINANCE)

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

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

C) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR TAX INCREMENT REINVESTMENT ZONE NO. 2 FOR FY 2019-2020 (FINANCE)

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

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

DRAFT

D) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR PHARR HOUSING FINANCE CORPORATION FOR FY 2019-2020 (FINANCE)

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

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

E) CONSIDERATION AND ACTION, IF ANY, APPROVING BUDGET FOR PHARR HOUSING FINANCE CORPORATION JACKSON PLACE APARTMENTS FOR FY 2019-2020 (FINANCE)

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

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CAXCAN S.A DE C.V INGENIEROS CIVILES TO CONDUCT FIELD STUDIES AND CONCEPTUAL PLAN COST ESTIMATES FOR BRIDGE EXPANSION PROJECT (TWIN BRIDGE/SECOND SPAN) IN MEXICO (PROJECT # 1819-70-510-S034-001) (BRIDGE)

Alex Meade, City Manager, introduced the item. He briefly stated this was for a study to assist with the expansion of the bridge both on the Mexican and the United States side. He further recommended approval subject to legal review.

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

G) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE LAS MILPAS ROAD LEFT TURN LANE CONSTRUCTION PROJECT (PROJECT NO. 1819-39-510-C009-516) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated the change order amount was $37,348.64 and recommended approval.

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

DRAFT

H) CONSIDERATION AND ACTION, IF ANY, REJECTING SOLE BID FOR THE PHARR PORT OF ENTRY NORTHBOUND LANES EXPANSION AND 2ND BSIF EXIT AND AUTHORIZE CITY MANAGER TO RE ADVERTISE FOR BIDS (CSJ# 0921-02-385 & 0921-02-383) (ENGINEERING)

Alex Meade, City Manager, introduced the item. He briefly explained one bid was received on June 27, 2019 but it was disqualified due to not meeting the requirements of the bid solicitation. He further recommended approval to reject bid and re-advertise project for bids.

Comm. Guajardo **moved** to reject bid. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN PHARR PUBLIC SAFETY COMMUNICATIONS AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR TEXAS LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEMS (TLETS) (COMMUNICATIONS)

Alex Meade, City Manager, introduced the item. He briefly stated the agreement would allow Pharr Public Safety Communications to have its own TLETS services and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR COMMUNITY THEATER FY2019-2020 (PROJECT #1718-01-520-IPQ054-001) (LIBRARY)

Alex Meade, City Manager, introduced the item. He briefly stated the agreement was for the cultural program in the amount of $35,000 and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF PRODUCT LICENSE AGREEMENT WITH NEARMAP US INC. FOR HIGH RESOLUTION AERIAL IMAGERY (PROJECT #1718-01-528-IPQ049-001) (ENGINEERING)

DRAFT

Alex Meade, City Manager, introduced the item. He briefly stated the cost was $10,000 and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR SUBSCRIPTION SERVICES FOR THE MYCIVIC 311 MOBILE APPLICATION, SOURCEWELL CONTRACT#110515-TTI (PROJECT #1819-01-518-IPQ070-003) (IT)

Alex Meade, City Manager, introduced the item. He explained this mobile application would allow us to identify pot holes and other problems throughout the city and would be available to the entire community. He further recommended approval.

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

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

None

ITEM 11. RECONVENE

None

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:45 p.m.

DRAFT

CITY OF PHARR

_____
ROBERTO "BOBBY" CARRILLO
MAYOR PRO TEM

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

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

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: September 24, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action ratifying Resolution No. R-2019-48 requesting financial assistance from the Texas Water Development Board.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/24/2019
Patricia Rigney	Approved - 9/24/2019
Karla Moya	Approved - 10/3/2019
City Management Office	Final Approval - 10/3/2019

RESOLUTION NO. R-2019-48

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

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

SECTION 1. That an application is hereby approved and authorized to be filed with the Texas Water development Board seeking financial assistance in an amount not to exceed $18,485,000 to provide for the costs of Upgrading the water treatment plant; acquiring property to expand the City's raw water reservoir; extend water transmission main to supply water to the Eldora elevated storage tank.

SECTION 2. That ALEX MEADE be and is hereby designated the authorized representative of the City of Pharr, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Pharr, Texas before any hearing held by the Texas Water Development Board on such application, to wit: Estrada Hinojosa & Company, Inc., Financial Advisor; Ricardo Perez Law Firm, PLLC, Bond Counsel; and GIC Engineers.

PASSED AND APPROVED, this 3rd day of September, 2019.

CITY OF PHARR, TEXAS

By: _____
Roberto Carrillo, Mayor Pro Tem

ATTEST:

_____
Hilda Pedraza, City Secretary

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action ratifying Resolution No. R-2019-49 requesting financial assistance from the Texas Water Development Board.

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	Created/Initiated - 10/4/2019
Patricia Rigney	Approved - 10/4/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

RESOLUTION NO. R-2019-49

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

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

SECTION 1. That an application is hereby approved and authorized to be filed with the Texas Water development Board seeking financial assistance in an amount not to exceed $20,285,000 to provide for the costs of constructing three new lift stations; construct new gravity lines; and removing three existing old lift stations.

SECTION 2. That ALEX MEADE be and is hereby designated the authorized representative of the City of Pharr, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Pharr, Texas before any hearing held by the Texas Water Development Board on such application, to wit: Estrada Hinojosa & Company, Inc., Financial Advisor; Ricardo Perez Law Firm, PLLC, Bond Counsel; and GIC Engineers.

PASSED AND APPROVED, this 3rd day of September, 2019.

CITY OF PHARR, TEXAS

By: _____
Roberto Carrillo, Mayor Pro Tem

ATTEST:

_____
Hilda Pedraza, City Secretary

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: September 17, 2019
MEETING DATE: October 7, 2019

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on Hold Harmless Agreement between the City of Pharr and Pharr San Juan Alamo ISD for fireworks display for the City of Pharr Salute to Veterans in the empty fields of Liberty Middle School on Saturday November 9, 2019.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr will conduct traditional live fireworks display for Salute to Veterans on Saturday November 9, 2019 and seeks to partner with PSJA ISD for use of empty fields north of Liberty Middle School.

Financial Consideration: There is no fiscal consideration associated with this request.

Staff Recommendation: Staff recommends approval, subject to review and approval by City Attorney.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez	Created/Initiated - 9/17/2019
Patricia Rigney	Approved - 9/17/2019
Karla Moya	Approved - 10/3/2019
City Management Office	Final Approval - 10/3/2019

State of Texas

County of Hidalgo

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on August 19, 2019 by and between the Pharr-San Juan-Alamo Independent School District (hereinafter, "PSJA ISD"), of 601 E. Kelly, Pharr, Texas 78577 and the City of Pharr (hereinafter, "City of Pharr"), of 118 S. Cage BLVD., Pharr, Texas 78577. Pharr-San Juan-Alamo Independent School District and City of Pharr are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, City of Pharr desires to hold harmless PSJA ISD from any claims and/or litigation arising out of City of Pharr's actions in connection with the use of PSJA ISD properties located at 1212 S. Fir and 703 E. Sam Houston Street Pharr, Texas 78577 on November 9, 2019 with rain day November 10, 2019.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, PSJA ISD and City of Pharr hereby agree as follows:

TERMS

1. Hold Harmless. City of Pharr shall fully defend, and hold harmless PSJA ISD from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of City of Pharr, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This hold harmless applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to PSJA ISD for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Sovereign Immunity. Nothing in this agreement shall be constructed to signal any type of sovereign immunity in accordance with the Texas Torts Claim Act.

6. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Texas law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Texas law.

9. Applicable Law. This Agreement shall be governed exclusively by the laws of Texas, without regard to conflict of law provisions.

10. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Texas. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

11. Signatures. This Agreement shall be signed on behalf of **Pharr-San Juan-Alamo Independent School District by Dr. Daniel P. King, Superintendent of Schools**, and on behalf of **City of Pharr by Dr. Ambrosio "Amos" Hernandez, Mayor for the City of Pharr**, and effective as of the date first written above.

PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

By: _____
DR. DANIEL P. KING

Title: SUPERINTENDENT OF SCHOOLS

CITY OF PHARR

By: _____
DR. AMBROSIO HERNANDEZ
TITLE: CITY OF PHARR MAYOR

PSJA ISD Facility Use Application

This application incorporates all of the terms and conditions of the Agreement for Use of PSJA ISD Facilities and any Addendum thereto.

This form supersedes all previous forms and is effective May 30, 2013

DATE OF SUBMITTAL: 08/19/19 **EVENT TITLE:** Veterans Day Fireworks Show

EVENT DESCRIPTION:
City of Pharr will host a live fireworks display to honor U.S. Veterans on Saturday November 9, 2019.

LOCATION(S): Liberty Middle School **ROOM/FACILITY:** Empty Fields on North Side

EVENT DATE(S): 11/09/19 - 11/10/19 **START TIME:** 5:00 PM **END TIME:** 10:00 PM
(For additional dates, please attach Supplemental Event Form)

ORGANIZATION: City of Pharr

Check one ☑ NON-PROFIT ☐ FOR PROFIT

All non-profit organizations must include notarized **Non-Profit Charitable Organization Exemption Form** along with this application with this application.

CONTACT NAME: Gary Rodriguez **EMAIL:** gary.rodriguez@pharr-tx.gov

DAY PHONE: 956-402-4500 **CELL PHONE:** 956-342-0536

BILLING ADDRESS: **PHYSICAL ADDRESS:** 118 S. Cage Blvd

INSURANCE INFORMATION

COMPANY: TML Intergovernmental Risk Pool **POLICY NO.:** 9721

COVERAGE: General Liability **COVERAGE DATES:** 10/01/19 **TO** 09/20/20

SET UP (check all that apply) ☐ Audio/Video ☐ Add'l Electrical ☐ Food
☐ Event Set-Up (Tables/Chairs) ☐ Lights/Sound ☐ Security **NUMBER ATTENDING** ____
☐ Other:

APPLICANT SIGNATURE

I have read, understand, and agree to all provisions of the Pharr-San Juan-Alamo ISD Facility Use Agreement and Addendum thereto, if applicable. On behalf of and as an authorized representative of the above named organization (applicant/lessee) , it agrees to abide by the Agreement and any Adden-dum thereto; PSJA ISD Policy GKD (Legal) and GKD (Local); and all applicable laws and rules.

GARY RODRIGUEZ
Print name of authorized representative and /or organization officer.

8/19/2019
Date

Signature

Signature of School Official or Appointed Designee for Approval

FOR OFFICE USE ONLY: **This application is accompanied by current Certificate of Insurance:** ____
Non-Profit Charitable Organization Exemption Form: ____

7/16/12

D.4

Office of Superintendent of Schools
Board Meeting September 9, 2019

Office of Support Services
Rene Campos, Assistant Superintendent

SUBJECT: REQUEST FOR USE OF PSJA FACILITIES

The City of Pharr is requesting the use of PSJA Facilities on Saturday November 9, 2019 for their Veteran's Day Celebration. The empty fields adjacent to Liberty Middle School will be used for the fireworks display. The City of Pharr will provide the required insurance coverage and Hold Harmless Agreement.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: September 27, 2019
MEETING DATE: October 7, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on Agreement between Pharr Police Department and RING, LLC for Law Enforcement Neighbors program.

Classification: Regular

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

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

Issue: Who: Pharr Police Department and RING

What: Use of RING Neighbor's app to suppress crime

Where: Pharr, TX

When: October 7, 2019. MOU can be canceled at any time in writing.

Why: Neighbors partners with local law enforcement so they can share official, important crime and safety updates and work together with their local community to build trust and make neighborhoods safer._

Financial Consideration: no financial considerations at this time

Staff Recommendation: I recommend approval

Alternatives: Alternatives is to not approve.

ROUTING:

Jose Luengo	Created/Initiated - 9/27/2019
Patricia Rigney	Approved - 9/30/2019
City Management Office	Final Approval - 10/3/2019

How does the Neighbors App work?

The Neighbors App uses your address to create a radius around your home. If anyone shares an alert on the App about crime or safety within that radius, you'll get a notification on your phone and tablet. Conversely, if you share an alert on the App about a crime or safety issue in your radius, your neighbors will also get a notification on their phones and tablets. You can then comment on these alerts to provide additional information about local issues, give tips to avoid affected areas, share photos or videos to help neighbors stay on the lookout, etc.

You can narrow your radius to only focus on hyper-local issues. Or if you live in a more rural location, you can expand your radius to include nearby communities and landmarks.

What can I post on the Neighbors App?

Before posting on the Neighbors App, be sure to view our Community Guidelines to see what types of posts and comments are permitted. Our aim is to keep Neighbors content and conversations focused on crime and safety while allowing for constructive and open communication between community members.

Per our Community Guidelines, Ring does not tolerate discrimination, threats or bullying, and we encourage users to treat their neighbors (and those visiting and passing through the neighborhood) with respect. We also provide guidance, encouraging users to carefully consider the behavior that made them suspicious of others and whether such suspicion is reasonable, and not post pictures or videos of people taken where they had a reasonable expectation of privacy without their knowledge or consent (for example, users should not post photos or videos of their neighbor's backyard).

Users also have the power to flag incorrect or inappropriate content on Neighbors directly in the App. Our team reviews flagged posts, and if the content violates one of our Community Guidelines, it will be removed from the content feed. When we deny posts as part of our pre-moderation process, we send an email to the Neighbors user who submitted the post to let them know why. By educating our users on why their post did not make it to their feed, we reinforce our guidelines and help our users make responsible decisions.

How is my information and content kept private on the Neighbors App?

Ring will continue to innovate on behalf of our customers to help make neighborhoods safer. We will do so with our customers, their privacy and the security of their information at the top of our priority list. We know that our customers place a huge amount of trust in us, and we have every intention of continuing to earn that trust.

Users have full control of who views their Ring footage. Only the content that a user chooses to make publicly available on Neighbors (by posting it to the App) can be viewed via the Neighbors App or by local law enforcement. Users can choose to share text updates, photos and videos taken on any device, including but not limited to Ring's home security devices. Only content that a Neighbors user chooses to share on the Neighbors App is publicly accessible through the Neighbors App or by your local law enforcement. Ring does not view or share a user's videos that are not posted to the App without the user's express permission or a valid and binding legal demand properly served on us.

We do not display personal information like names in the Neighbors App, and we do not share personal information with other users of the App.

How does the Neighbors App work with law enforcement?

Neighbors partners with local law enforcement so they can share official, important crime and safety updates and work together with their local community to build trust and make neighborhoods safer. We are proud to have partnerships with many law enforcement agencies across the country. When new law enforcement agencies come

on board, we announce the partnership in-app via a regional announcement so users are aware. We've also taken care to design these partnerships in a way that keeps users in control.

When using Neighbors, law enforcement see the same interface that all users see; the content is the same, the exact locations of posts are obfuscated, and the user's personal identity is not displayed. There are two key differences, though: 1) law enforcement can view public posts from within their jurisdiction (instead of just their 'neighborhood') and 2) law enforcement posts are identified so users can clearly see that they are the source of the content. This means that posts or comments made by law enforcement are clearly marked with their official title and name.

Law enforcement can only view the publicly available content in the Neighbors App, unless a user explicitly and voluntarily chooses to share their own recordings with law enforcement. Exact locations of devices and user information are never provided to law enforcement without a user's express permission or a valid and binding legal demand properly served on us.

Law enforcement can request information from users within their jurisdiction (Ring sends the official request to users). Law enforcement must reference a relevant case number in order to make a request within a specific, limited time range and area. Ring will then ask a targeted group of users in that area if they are willing to share any relevant footage with law enforcement. It's then up to the user to share their video file(s) or decline the request. Users can also opt out of all future requests by law enforcement. Again, Ring will not release user information without a user's express permission or a valid and binding legal demand properly served on us.

Neighbors by Ring
Access Agreement

This agreement provides the Pharr Police Department ("Agency") access to the Neighbors Portal for the purpose of engaging Pharr's Neighbors app users subject to the following terms and conditions:

Ring

- Will make the Neighbors app available to community residents free of charge.
- Will make the Neighbors Portal available to Agency free of charge.

Agency

- Will maintain appropriate user access control to Neighbors Portal for Agency personnel, including ensuring credentials are not shared beyond the Agency's law enforcement personnel and ensuring that terminated personnel will not have access to the Neighbors Portal.
- Will use Neighbors Portal only for legitimate law enforcement purposes.

Public Announcement
Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app announcements to Ring Neighbors announcing Agency's participation in the Neighbors app.

Cost and Compensation
There is no cost associated with this agreement nor any endorsement or promotional requirements. At no point shall either party receive compensation from each other as a result of this program.

Ring Standard Terms
Ring's Terms of Service, Privacy Notice, and the Ring Neighbors' Community Guidelines as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

Notification
You will promptly notify Ring if you become aware that you or your Agency's personnel have violated any of the foregoing terms.

RING LLC	Pharr Police Department
By: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Verification code: ____ ____ ____ ____

**A verification code was mailed to the primary contact for this agency at the address listed in public records. Please enter that verification code here prior to submitting this access agreement for processing.*

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action authorizing the Pharr Police Department to apply for the 2019-2020 TXDOT STEP Impaired Driving Mobilization Grant # 2020-PharrPD-IDM-00003.

Classification: Regular

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

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

Issue: Who: Pharr Police Department and Texas Department of Transportation

What: Apply for impaired mobilization grant

Where: Pharr, TX

When: The grant we will be in effect from 12/10/2019 to 09/30/2020

Why: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes. To reduce the number of DWI related crashes, injuries, and fatalities.

Financial Consideration: The grant is for: $ 20,000.00
Match: $ 1,375.00
Fringe Benefits: $ 4110.41
Total: $ 25, 485.41

Staff Recommendation: I recommend approval.

Alternatives: Alterative is to not apply.

ROUTING:

Jose Luengo	Created/Initiated - 10/4/2019
Raul Garza	Approved - 10/4/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action on Development Services Cases:

Classification: Public Hearing

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza Created/Initiated - 10/4/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.1.
DATE SUBMITTED: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1933 West Interstate 2. **CUP#160633**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, 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#160633**

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

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 9/30/2019
Roland Gomez	Approved - 10/2/2019
Melanie Cano	Approved - 10/2/2019
City Management Office	Final Approval - 10/3/2019

Executive Summary Letter

October 7, 2019

Conditional Use Permit for ABC – Bar B Cutie Smokehouse
CUP#160633

Background:

O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Bar B Cutie Smokehouse.

The property is located at 1933 West Interstate 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Bar B Cutie Smokehouse_O & C Bar B Que, LLC_2016

Pharr
Development Services

MEMORANDUM

DATE: OCTOBER 7, 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#160633** (BAR B CUTIE SMOKEHOUSE)

GENERAL INFORMATION:

APPLICANT: O & C Bar B Que, LLC, d/b/a Bar B Cutie Smokehouse, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 2B, Pharr Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1933 West Interstate 2.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east, south and 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.

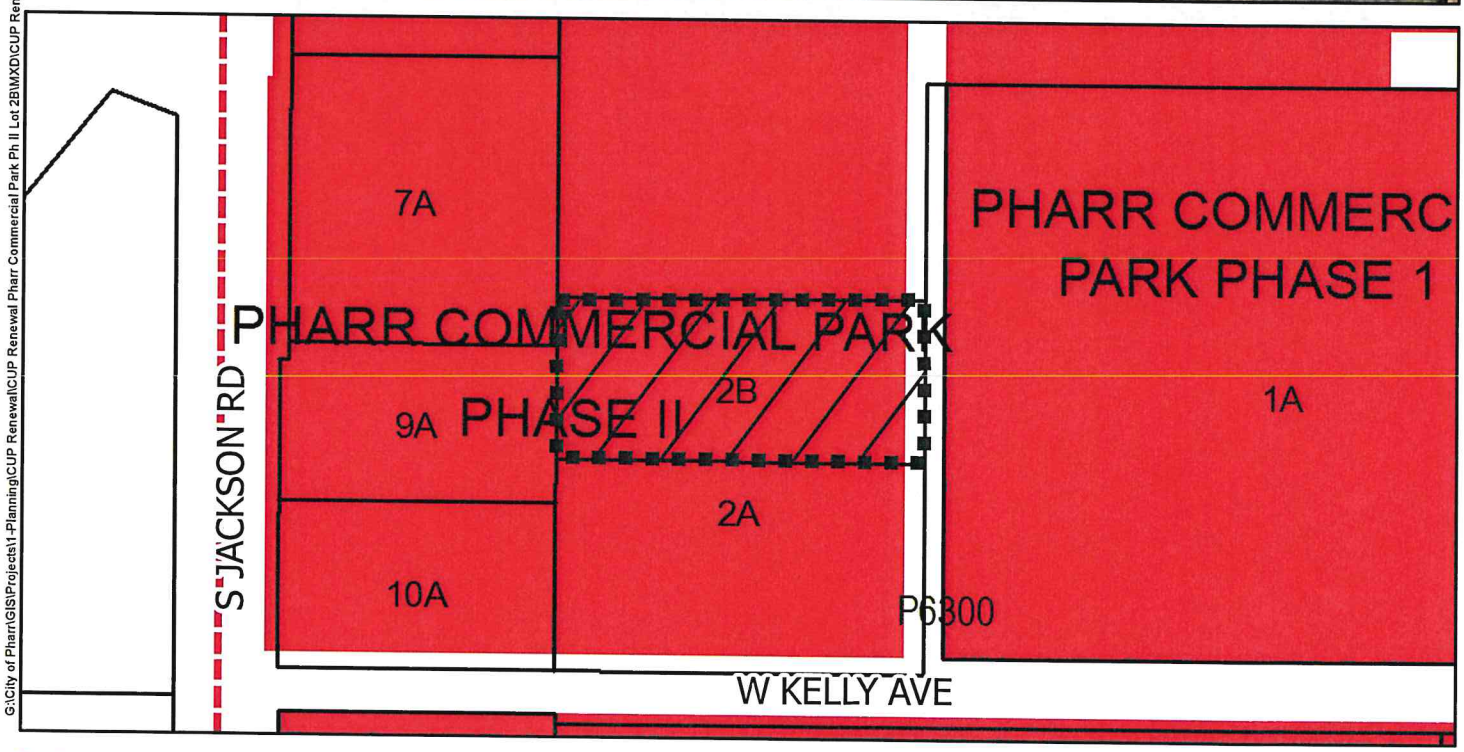
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

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

P:\Admin\CUPs\ABC-Bar B Cutie Smokehouse_O & C Bar B Que, LLC_2016

Conditional Use Permit Renewal
Pharr Commercial Park Ph II Lot 2B
O&C Bar B Que, LLC d/b/a Bar B Cutie Smokehouse

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Pharr Commercial Park Ph II Lot 2B\MXD\CUP Renewal Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 7/23/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.2.
DATE SUBMITTED: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Macumba Paradise, LLC, , d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1209 East Nolana Loop. **CUP#160736**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Macumba Paradise, LLC, , d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#160736**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 9/30/2019
Roland Gomez	Approved - 10/2/2019
Melanie Cano	Approved - 10/2/2019
City Management Office	Final Approval - 10/3/2019

Pharr

MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 7, 2019

Conditional Use Permit **Renewal** for ABC – Macumba Paradise, LLC, d/b/a La Cabaña Sinaloense, c/o Edmundo Covarrubias Torres

Background:

Macumba Paradise, LLC, d/b/a La Cabaña Sinaloense is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Macumba Paradise.

The property is located at 1209 East Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Macumba Paradise_2016

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, OCTOBER 7, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#160736** (MACUMBA PARADISE LLC, D/B/A LA CABAÑA SINALOENSE)

GENERAL INFORMATION:

APPLICANT: Macumba Paradise, LLC, , d/b/a La Cabaña Sinaloense, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.102 acres, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 1209 East Nolana Loop.

ZONING: The property is currently zoned General Business District (C). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) to the north and General Business District (C) to the west, east and south. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

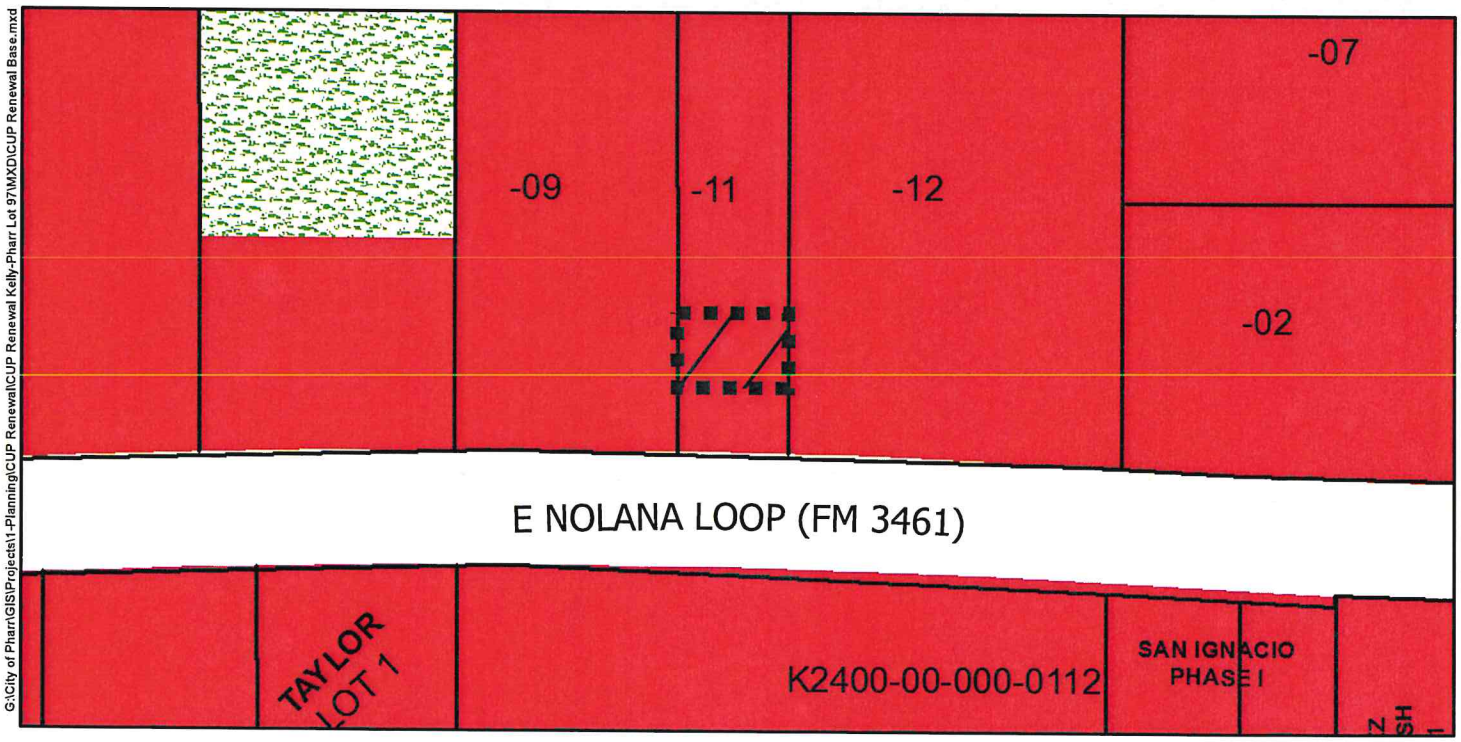
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DEPARTMENT:	Recommends approval of the Conditional Use Permit.

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

P:\Admin\CUPs\ABC-Macumba Paradise_2016

Conditional Use Permit Renewal
Kelly-Pharr Subdivision Lot 97 .102Ac
Edmundo Covarrubias Torres/ La Cabana Sinaloense

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Kelly-Pharr Lot 97\MXD\CUP Renewal Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

Date: 7/23/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.3.
DATE SUBMITTED: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). The property is legally described as being all of Lot B-1, Northpoint Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1911 North Veterans Boulevard. **CUP#180858**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C). **CUP#180858**

Financial Consideration:

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

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 9/30/2019
Roland Gomez	Approved - 10/2/2019
Melanie Cano	Approved - 10/2/2019
City Management Office	Final Approval - 10/3/2019

Pharr

MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 7, 2019

Conditional Use Permit **Renewal** for ABC – Tropical Island
CUP#180858

Background:

Tropical Island is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Tropical Island.

The property is located at 1911 North Veterans Boulevard. It is zoned Heavy Commercial District (H-C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic 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_TROPICAL ISLAND_2018

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

www.pharr-tx.gov

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, OCTOBER 7, 2019

TO: MAYOR AND CITY COMMISSION

THROUGH: ALEX MEADE, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT **RENEWA**L FOR **ABC** –
FILE NO. **CUP#180858** (TROPICAL ISLAND)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as being all of Lot B-1, Northpoint Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1911 North Veterans Boulevard.

ZONING: The property is currently zoned Heavy Commercial District (H-C). The surrounding area is zoned General Business District (C) to the north, south, Residential Multi-Family District (R-MF) to the west and City limits of Pharr lie to the east. The area is generally designated for single-family residential use in the Land Use Plan.

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

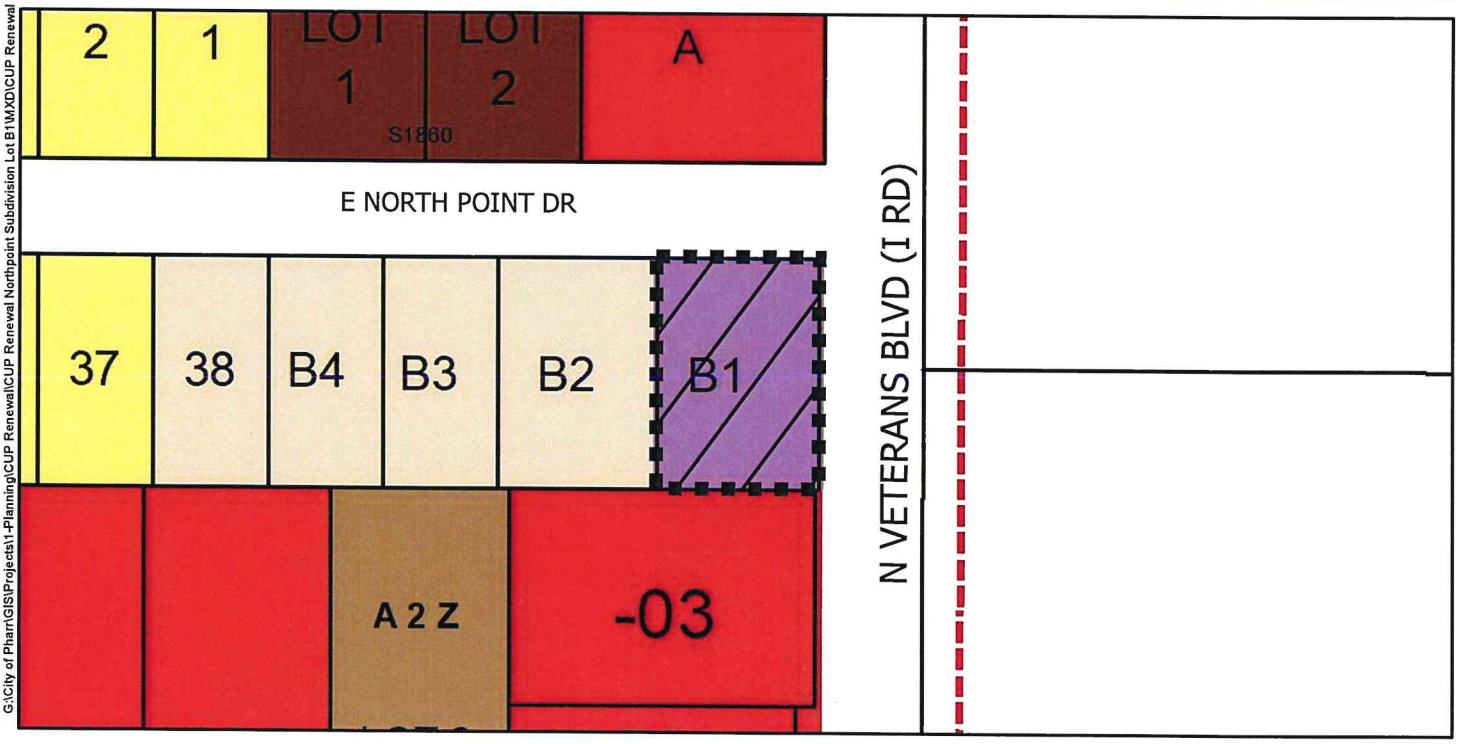
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Heavy Commercial District (H-C) subject to the applicant and site being in compliance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

P:\Admin\MY FILES\CUPs\ABC\ABC_TROPICAL ISLAND_2018

Conditional Use Permit Renewal
Northpoint Subdivision Lot B1
Tropical Island

Pharr
All-America City
2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Northpoint Subdivision Lot B1\MXD\CUP Renewal Base.mxd

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

N W E S

Date: 9/24/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.4.
DATE SUBMITTED: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1801 West Ridge Road. **CUP#180857**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Tropical Island #2 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#180857**

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

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 9/30/2019
Roland Gomez	Approved - 10/2/2019
Melanie Cano	Approved - 10/2/2019
City Management Office	Final Approval - 10/3/2019

Pharr

MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

October 7, 2019

Conditional Use Permit **Renewal** for ABC – Tropical Island #2
CUP#180857

Background:

Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Tropical Island.

The property is located at 1801 West Ridge 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 request for 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_TROPICAL ISLAND #2_2018

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

www.pharr-tx.gov

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, OCTOBER 7, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR **ABC** – FILE NO. **CUP#180857** (TROPICAL ISLAND #2)

GENERAL INFORMATION:

APPLICANT: Tropical Island #2 is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 2-B, Jackson Ridge Court Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1801 West Ridge Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and west and Agricultural and/or Open Space District (A-O) to the east and 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 DIVISION:	Recommends approval of the Conditional Use Permit.

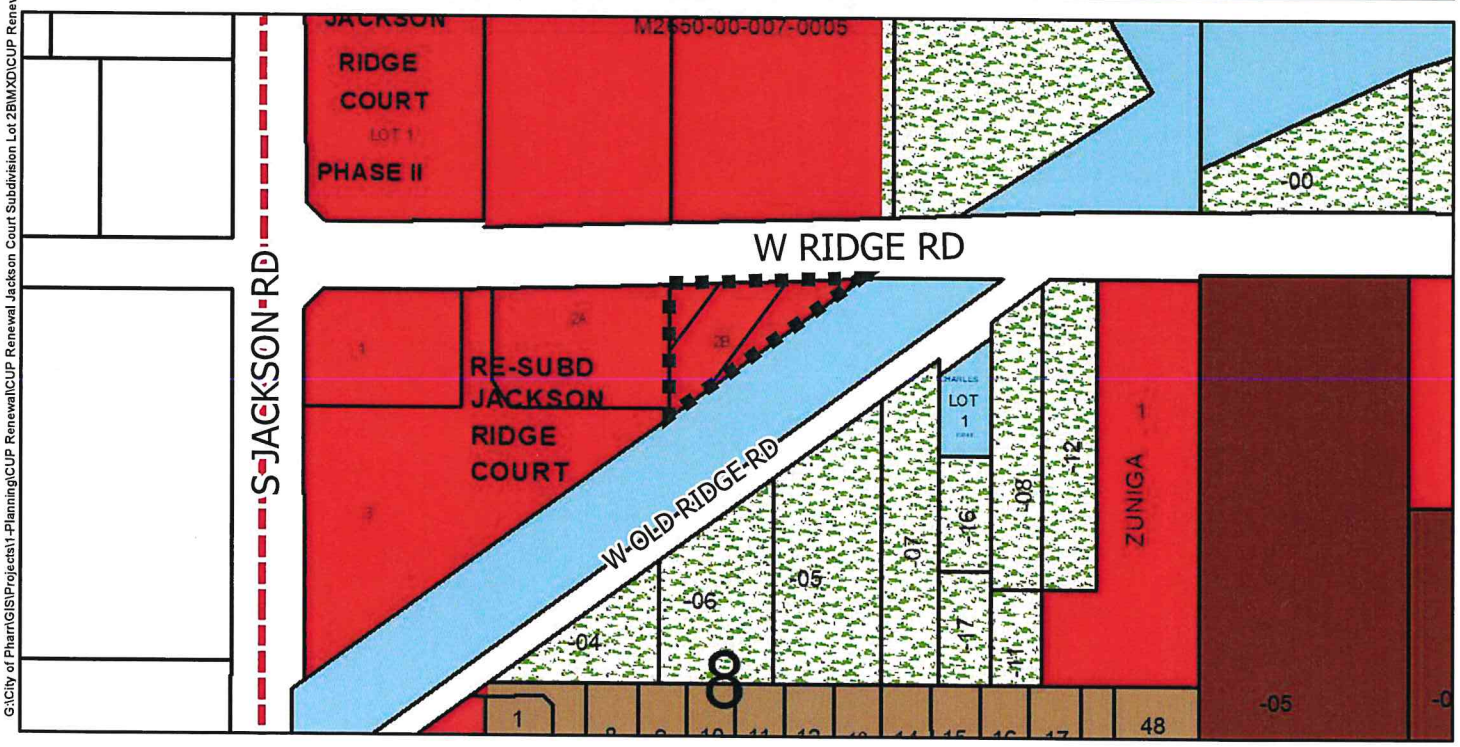
DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and site being in compliance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

P:\Admin\MY FILES\CUPs\ABC\ABC_TROPICAL ISLAND #2_2018

Conditional Use Permit Renewal
Jackson Ridge Court Lot 2B
Tropical Island #2

Pharr
All-America City
2006

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Jackson Court Subdivision Lot 2B\MXD\CUP Renewal Base.mxd

- 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

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet

N W E S

Date: 9/24/2019

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.5.
DATE SUBMITTED: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Cesar Alejandro Villarreal has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1). The property is legally described as being Lot 1, Los Ranchitos Subdivision No.#2, Pharr, Hidalgo County, Texas. The property's physical address is 7408 South Naranja Lane. **COZ#190856**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Cesar Alejandro Villarreal has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1). **COZ#190856**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Single-Family Residential District (R-1) as the property meets area requirements, has adequate ingress and egress and is in line with the 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 Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1)subject to staff's recommendations.

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 9/30/2019
Roland Gomez	Approved - 10/2/2019

Melanie Cano	Approved - 10/2/2019
City Management Office	Final Approval - 10/3/2019

Pharr
Development Services

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **October 7, 2019**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#190856**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **August 19, 2019**

1. **Applicant:** Cesar Alejandro Villarreal, owner.

2. **Requested Action:** Re-zoning request from Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1).

3. **Nature / Intent of Request:** In order to construct a single-family residential home on said lot.

4. **Routing to Staff:**

	Initials	Date		
A. Melanie Cano, Director	[illegible]	9/26/19	☒ Approval	☐ Denial
B. Planning Staff Recommendations	[illegible]	9-26-19	☒ Approval	☐ Denial
C. Planning and Zoning Commission		9/23/19	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, OCTOBER 7, 2019**

TO: **MAYOR AND CITY COMMISSION**

FROM: **DEVELOPMENT SERVICES**

THROUGH: **ALEX MEADE, CITY MANAGER**

SUBJECT: **Re-zoning Request: From Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1): Being Lot 1, Los Ranchitos II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 7408 South Naranja Lane.**

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:

Cesar Alejandro Villarreal, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1) in order to construct a single-family residential home on said lot.

The subject site is located on the southwest corner of West Dicker Road and South Naranja Lane and has the physical address of 7408 South Naranja Lane. The property consists of one tract of land legally described as being Lot 1, Los Ranchitos II Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Naranja Lane, a 50'-60' local street that runs north and south with a posted speed limit of 20-30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Neighborhood-Commercial District (N-C). On March 15, 1988, the property and the surrounding properties to the south, east and west were zoned to Single-Family Residential District (R-1). The subject property was later re-zoned from Single-Family Residential District (R-1) to Neighborhood-Commercial District (N-C) on November 15, 2005. The property to the north is currently zoned Agricultural and/or Open Space District (A-O). There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for single-family use in the Land Use Plan.

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

Twenty (20) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

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

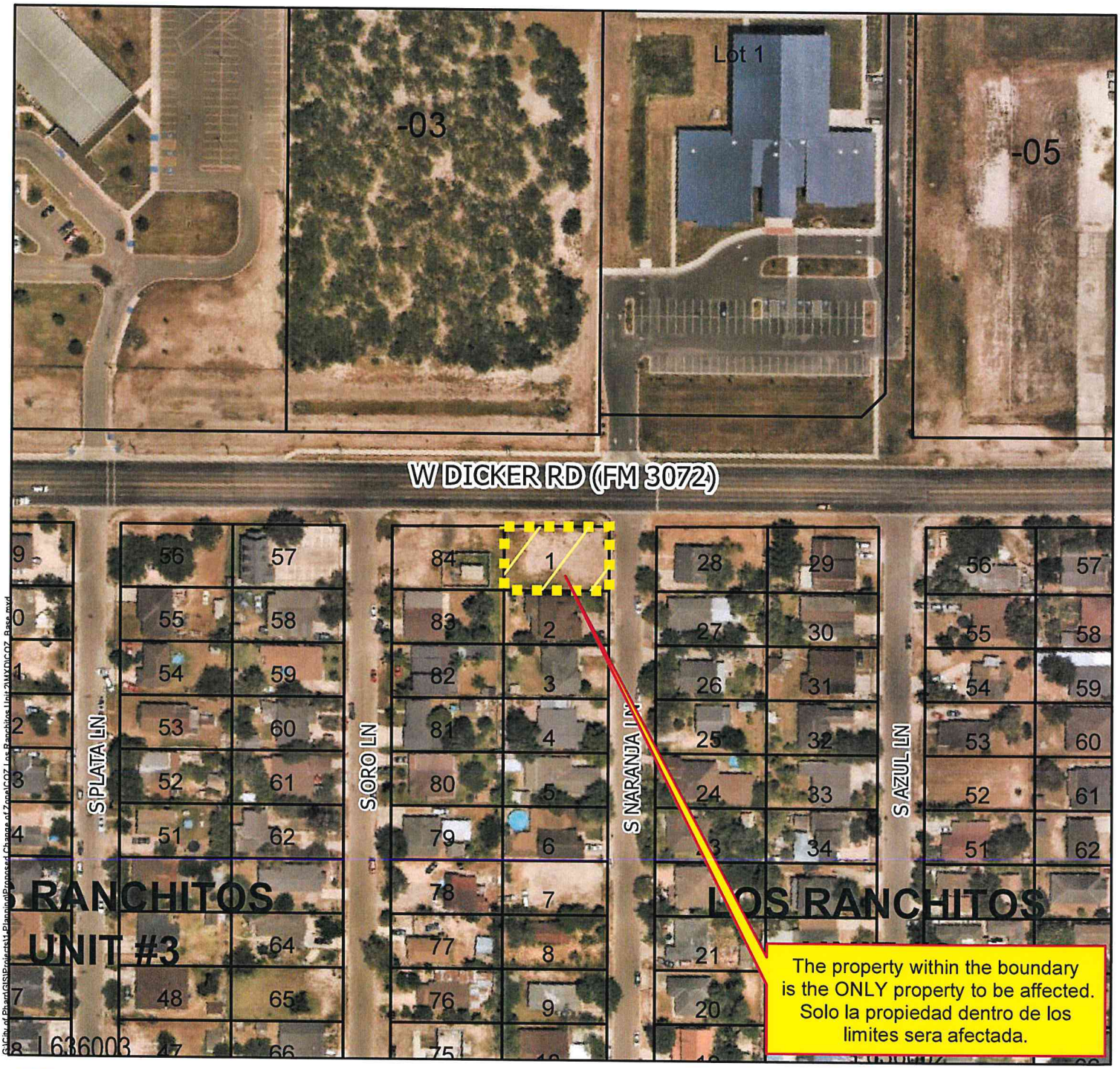
The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Neighborhood-Commercial District (N-C) to Single-Family Residential District (R-1) subject to staff's recommendations.

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.**

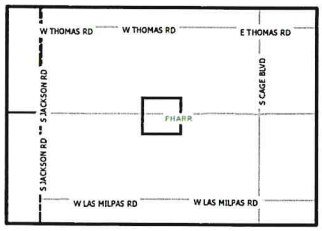
Proposed Change of Zone
Los Ranchitos Unit #2 Lot 1
Cesar Alejandro Villareal

Pharr Engineering



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.



Scale: 1 inch = 150 feet

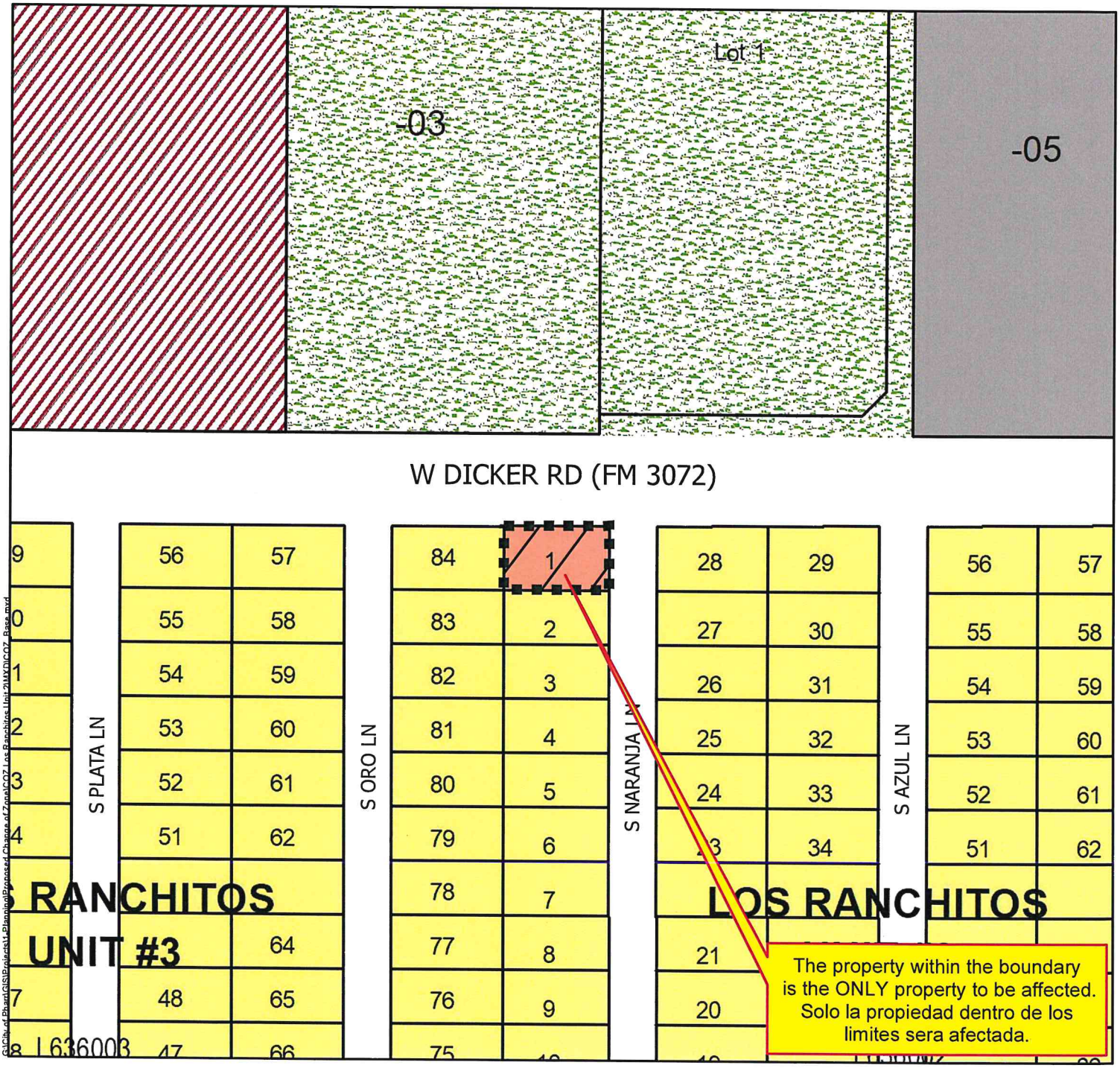
0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/22/2019

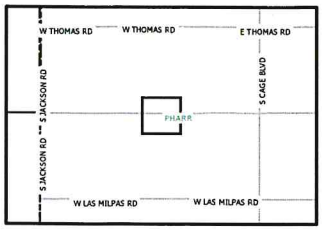
Proposed Change of Zone
Los Ranchitos Unit #2 Lot 1
Cesar Alejandro Villareal

Pharr Engineering



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.

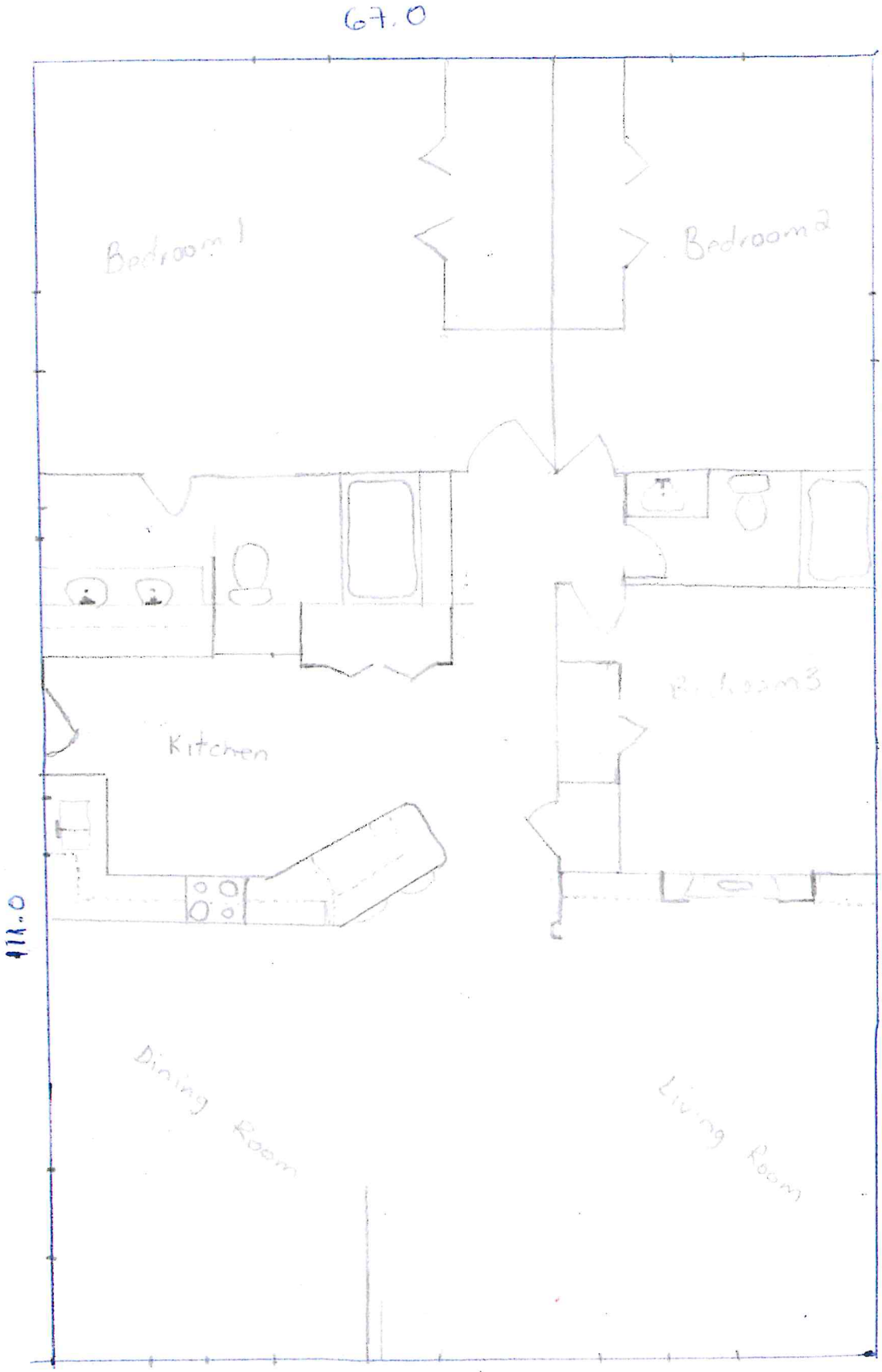


Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/22/2019


67.0
Bedroom 1
Bedroom 2
Kitchen
Bedroom 3
Dining Room
Living Room
44.0

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2019-30 pertaining to public testimony. ***(1st Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/4/2019
Patricia Rigney	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

ORDINANCE NO. O-2019-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2019-30 OF THE CITY OF PHARR, TEXAS; TO INCLUDE PROCEDURES FOR PUBLIC TESTIMONY; DECORUM AND ORDER OF PERSONS PRESENT; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR EFFECTIVE DATE AND DISPENSING WITH THE READING REQUIREMENT; AND ORDAINING OTHER MATTERS RELATED TO THE FOREGOING

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

WHEREAS, the City hereby acts to immediately pass an ordinance enacting the right of a member of the public to address the governing body of the City at an open meeting regarding an agenda item either before or during the body's consideration of an item; and

WHEREAS, H.B. 2840 allows a governmental body to adopt reasonable rules regarding the public's right to address the body, including rules that limit the total amount of time that a member of the public may address the body on a given item; and

WHEREAS, the City of Pharr hereby adopts reasonable rules to ensure the orderly conduct of city business and incorporate any and all provisions of the Pharr City Charter and clarify other issues.

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

SECTION 1: DEFINITIONS; PUBLIC TESTIMONY

a) "***Governmental or Governing body"*** shall mean and be defined for the purpose of interpreting and enforcing this ordinance as described by Section 551.001 (3)(B)-(L) of the Texas Local Government Code, which includes the Pharr Board of Commissioners (a municipal governing body in the state) and, a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of a municipality.

b) ***Public Testimony; Sign-in Requirement; Time Limit***. This Section does not apply to advisory boards of the city. A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board

regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

c) If an agenda item is tabled during a meeting, a member of the public who has previously spoken regarding this item may not register to speak again on the tabled item at any subsequent meetings.

SECTION 2: PROCEDURES.

(a) The order of procedure shall follow the order of the agenda; however, the mayor or presiding officer shall have the authority to vary the order of procedure in order to expedite the proceedings, provided that no properly registered person shall be denied an opportunity to address the governing body on an agenda item on the day for which the item is scheduled because of a variance to the order of procedure. So long as the registered speaker arrived before closing the public testimony period.

(b) No person shall address the governing body without first being recognized by the mayor or presiding officer.

(c) No person, either individually or in a representative capacity, shall address the governing body on an agenda item that is under consideration by the governing body unless recognition is allowed as specified in subsection (b) of this section and if properly registered as prescribed in Section 1 above.

(d) The presiding officer or any member of the governing body may make a motion pertaining to the subject matter of such agenda. All motions, authorizations, decisions, and actions, except those requiring a greater number as set out in the Charter or under state law, shall be approved upon a majority vote of the presiding officer and governing body so voting thereon.

(e) Any posted meeting of the governing body may be recessed to another time and place for the purposes of consideration and action on any items not acted on during such meeting by the announcement by the presiding officer during such meeting of the time, date and place at which such recessed meeting shall be continued.

(f) Each person addressing the governing body shall give their name and address in an audible tone of voice for the record, state the subject they

wish to discuss, state who/whom the person is representing if representing an entity, organization, or other persons. All remarks shall be addressed to the governing body as a whole and not to any member thereof. No person shall be permitted to enter into any discussion, either directly or through a member of the governing body, without the permission of the presiding officer. No question may be asked a member of the governing body, or a member of the city staff, without the permission of the presiding officer.

(g) In order to expedite matters and to avoid repetitious presentations, whenever any identifiable group of persons wishes to address the governing body on the same subject matter, it shall be proper for the presiding officer to request that a spokesman be chosen by the group to address the governing body and, in case additional matters are to be presented by any other member of such group, to limit the number of such persons addressing the board.

(h) After a motion has been made or public testimony has been closed, no member of the public shall address the governing body on the matter under consideration without first securing permission to do so by the presiding officer.

(i) Any person, business, corporation, or other entity that desires to solicit services to the city shall not use a public hearing agenda item for discussion or consideration of such services. The governing body will consider solicitations only if placed on the agenda and, if applicable, after such legal requirements have been satisfied for the purchasing and contracting of such services.

SECTION 3: ORDER AND DECORUM.

(a) ***Board members***. While the governing body is in session, the members must observe order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the governing body, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.

(b) ***Employees***. Members of the city staff and employees shall observe the same rules of order and decorum as are applicable to the board of commissioners.

(c) ***Persons addressing the board***. Any person who willfully utters loud, threatening or abusive language including but not limited to profanities, or engages in any disorderly conduct that constitutes defamation, true threats, fighting words, obscenities, defamation (including libel and slander), blackmail, solicitation to commit crimes, or that may impede, incite, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding,

shall be called to order by the presiding officer or immediately removed. If such conduct continues, the governing body may at its discretion order that any violator be barred from further participation before the governing body. Only persons authorized to address the governing body may use exhibits, displays, and other visual aids as they may relate to the subject of the presentation.

(d) ***Members of the audience; Search***. All persons in close proximity to members of the governing body and official meeting areas shall be subject to a search of purses, bags, backpacks, and other items used for carrying personal possessions. It shall be unlawful for any person to engage in disorderly conduct such as: hand clapping, stomping of feet, whistling, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting. Use of placards, banners, signs, exhibits, displays, clothing, and other visual aids or devices that display sentiments that may be threatening, abusive, profane, or result in any disorderly conduct are not permitted in the governing body's meeting area during meeting times. No conversation among persons in the audience shall take place that may disturb the order of business. All mobile and other communication devices including telephones shall be on silent or a non-audible mode. Hand clapping may be allowed as an exception to this provision in instances allowed by the presiding officer such as celebratory or positive acknowledgment.

(e) ***The Presiding Officer*** shall reserve the right to impose reasonable rules and modify rules regarding the public's participation, including procedures, order, and decorum.

SECTION 4. DISTURBANCE ABATEMENT.

(a) ***Warning***. All persons at the meetings of the governing body shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, such officer may order him/her to remove himself/herself from the meeting. If he/she does not remove himself/herself, the presiding officer may order that the city manager or a law enforcement officer have the person removed.

(b) ***Removal***. The chief of police, or such member of the police department as the presiding officer may designate, shall be sergeant-at-arms of the board of commissioner's meetings. The chief shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who disturbs the proceedings of the governing body.

(c) ***Necessitating removal***. It shall be unlawful for any person at a meeting of

the governing body to resist removal by the sergeant-at-arms.

(d) ***Motions to enforce***. Any member of the governing body may move to require the presiding officer to enforce the terms of this section, and the affirmative vote of a majority of the governing body shall require him to do so.

(e) ***Adjournment***. If any meeting of the governing body is willfully disturbed by a group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned, and the remaining business considered at the next regular meeting.

SECTION 5: USE OF CAMERAS AND RECORDERS.

Cameras, including television and motion picture cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in a reasonable manner in the public section of the commission chamber but only in the areas designated by the City.

SECTION 6: PROVISIONS APPLICABLE TO BOARDS AND COMMITTEES.

The rules and procedures set out herein shall be applicable to the city's elected body and to a deliberative body that has rulemaking or quasi-judicial power and that is classified as a department, agency, or political subdivision of the municipality.

SECTION 7: NOTICE SHALL BE PLACED IN CONSPICUOUS PLACE.

All or part of the provisions of this ordinance may be placed in an area to be viewed by the public at or near the meeting site.

SECTION 8: ENFORCEMENT; PUNISHMENT; PENALTIES.

(a) Should any person or business violate the prohibitions contained herein, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action, and any and all other relief as may be necessary.

(b) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.

(c) A liable party shall be subject to a civil penalty up to $200 per violation, in addition to court costs, and other fees allowed by law.

SECTION 9: SAVINGS CLAUSE. Except as hereby amended, any personnel policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 10: SEVERABILITY CLAUSE. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 11: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 12: EFFECTIVE DATE; PUBLICATION.

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

PASSED AND APPROVED ON 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 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 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.B.
DATE SUBMITTED: September 24, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2017-35 adding an Adverse Incident Pay Policy to the Personnel Policy Manual. ***(2nd Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr has created this policy to establish a special compensation provision for the "Impact Period" of an "Adverse Incident."

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/24/2019
Anali Alanis	Approved - 9/25/2019
Patricia Rigney	Approved - 9/30/2019
Karla Moya	Approved - 10/3/2019
City Management Office	Final Approval - 10/3/2019

EXHIBIT A

ADVERSE INCIDENT PAY POLICY **(Approved 10/21/2019)**

CHAPTER 19 A. ADVERSE INCIDENT PAY POLICY

Scope

This policy applies to all non-exempt and exempt employees including Public Safety Personnel.

A. ADVERSE INCIDENT PROCEDURES

1. **Notification of Adverse Incident Procedures**
   The City Manager, or designee, will notify all employees through Department Directors or Managers when an adverse incident exists or has the potential to occur. Impact period will be considered to be in effect when the City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists and the Impact Period has commenced.

B. IMPACT PERIODS

1. **Pre-Impact Period:** This is the time prior to a potential adverse incident and includes emergency response activities and mitigation measures by the City of Pharr's departments in preparing or responding to an adverse incident or potential adverse incident. This period may begin when the City Manager, or designee, notifies Department Directors or Managers an adverse incident has the potential to occur and/or the City Emergency Operations Center (EOC) is activated.

2. **Impact Period:** This is the time during which emergency response activities continue and/or restoration of critical services are conducted to protect life safety, property and the environment, and most routine city business functions may be suspended. During this period, City management may designate key essential personnel to take mandatory shelter in a facility recognized or approved by the City (EOC, designated shelter, etc.). The Impact Period begins when a majority of routine City business functions are closed and ends when the City Manager, or designee, notifies employees that it is safe for most routine City business functions to resume and City employees to return to work.

3. **Post-Impact Period:** This is the time in which restoration of non-critical services are conducted and the City is poised to reestablish normal operations. The emergency response to the adverse incident has passed and post-incident operations are initiated. Operations such as debris removal, building and infrastructure damage assessments are done and public service needs (i.e. private property damage assessment, street signs are put up, small business loan are initiated, etc.) are met. During this period, City Management may designate key essential personnel to function in mandatory shift work to address the public needs. The key goal in this period is to get the city back to normal operations.

C. EMPLOYEE STATUS

1. Prior to a determination of the existence of an adverse incident, Department Directors or designees shall, designate "Emergency Essential" and "Emergency Non-Essential" personnel.

If applicable, this status should be indicated on the employee job description. Individual employee status may change, as the needs of the City change, during the adverse incident or at the discretion of the Department Director, or designee.

2. **"Emergency Non-Essential" –** Depending on the incident, a needs assessment will be made, some employees may be temporarily dismissed from work, concurrently or successively. Those employees will be categorized as "Emergency Non-Essential" and will be placed on paid administrative leave in accordance with this policy.

3. **"Emergency Essential"** – Each Department Director, or designee, is responsible for identifying those employees who will be required to remain or respond during an adverse incident, those employees will be designated as "Emergency Essential." "Emergency Essential" employees may be required to be available immediately before (Pre-Impact), during (Impact), and after (Post-Impact) and may be assigned within the Emergency Operations Center, designated shelter or other areas of the city during the adverse incident to perform duties directly related to the adverse incident conditions, as determined by City Management.

4. **Emergency or Alternate Duty Assignment:** Prior to or during an adverse incident, the City Manager, or designee, may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any department or function as assigned.

D. GENERAL

1. No employee is excused from work during the Pre-Impact, Impact or Post-Impact Periods until the City Manager, or designee, through their Department Director, or their designee, authorizes employees to leave, even if a public announcement of office closures or suspension of routine City business functions is issued. Employees must return to work as soon as the Impact Period is over (within 24 hours or next regular scheduled shift) to participate in the City's recovery. Employees dismissed from work during an adverse incident will be on paid administrative leave but for no more than 40 regularly scheduled work hours. No adjustment will be made for employees that are using previously approved time off or other non-compensable type of absence.

2. Paid administrative leave will start when the employee is dismissed by his/her Department Director and will continue until the City Manager, or designee, notifies employees that it is safe to return to work, but not exceed 40 regularly scheduled hours. Employees are expected to return to work on their next scheduled day or shift following the City Manager, or designee, notification the Impact Period is over. The employee shall check with their immediate supervisor or Department Director on when and where to report upon returning to work. If an employee fails to return to work or cannot return for other reasons, then the work time lost will be identified as leave of absence without pay, unless on a case by case basis other paid leave (vacation, sick, etc.) is approved. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine City business functions are suspended for more than 40 regularly scheduled hours. If additional paid administrative leave is not authorized by the City Manager, or designee, the employee may opt to utilize accrued paid vacation or accrued compensatory time to account for any hours not worked.

3. The City of Pharr recognizes that employees have personal and family responsibilities that may conflict with the obligation to fulfill their job requirements during an adverse incident. When evacuation of personal residences is required, Emergency Essential Employees will be permitted and expected to make arrangements for their families like any other individual, including the use of authorized shelters. The Emergency Essential Employees may be granted up to 4 hours of paid administrative leave for this purpose. Employees who are not able to return to work because of emergency conditions (for instance, they have evacuated the area and are unable to return, or they are unable to leave their residence to return to work at City facilities due to impassable roadways, etc.) must contact their Department Director, or designated supervisor, as soon as possible and to be placed on paid administrative leave. Any employee who is found to have failed to return to work when conditions permitted their return will be considered as an unauthorized absence from work, which may be sufficient cause for disciplinary action up to and including termination.

4. During an adverse incident, any unauthorized absence from work or assignment may be considered sufficient cause for discharge.

5. At City Management's discretion, previously approved leave, vacation, etc., for essential employees may be canceled when an adverse incident has the potential to occur or exists. Failure to return to work upon notice, either written or verbal, that leave has been canceled will be deemed as an unauthorized absence from work or assignment, which may be sufficient cause for termination.

6. All other policies concerning pay shall comply with the City of Pharr's Personnel Rules and the Fair Labor Standard Act.

7. At the conclusion of the Adverse incident the City Personnel Policies shall be fully in effect.

E. COMPENSATION FOR HOURS WORKED DURING AN ADVERSE INCIDENT

1. **Exempt Employees**

   a. During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the City in preparation for a potential adverse incident shall be paid according to the normal pay policy. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division within the Human Resources Department.

   b. During an Impact Period and Post-Impact Period, essential exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at their overtime computed rate for each hour worked. This time shall be clearly identified, and work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. *The exempt-status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this policy.*

   c. During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be

paid at their overtime computed rate for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. Exempt employees not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.

d. The exempt employees' computed hourly rate shall be applied to hours worked on weekends, holidays, and any hours over their regular daily schedule during the Impact and Post-Impact Period as determined by the Department Director, or designee, and/or City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

e. During an Impact Period, exempt employees released from work, which are not required or are unable to report to work due to the conditions created by the adverse incident, shall receive paid administrative leave for up to 40 normally scheduled hours. The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine City business functions are suspended for more than 40 regularly scheduled hours. This time shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

f. Once an Impact Period has ended, an exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case- by-case basis. Failure of the employee to contact their Department Director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.

g. Nothing herein shall be construed to affect the exempt status of such employees.

2. **Non-Exempt Employees**

a. During a Pre-Impact Period non-exempt employees authorized to perform work for the benefit of the City directly related to preparation for a potential adverse incident shall be paid according to the normal pay policy. The Pre-Impact work hours shall be clearly identified, and the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division. The Pre-Impact work hours shall be separated from the normal daily work hours performed.

b. During an Impact and Post-Impact Period, non-exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at their overtime rate for all hours worked. This time shall be clearly identified, and work performed noted on

the time sheet with the appropriate emergency coding as designated by the Payroll Division.

c. During an Impact Period when key essential employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid their overtime rate of pay for all hours in which the employees are required to reside in the facility. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Worked time shall be clearly identified, and a detailed description of the work performed noted on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

d. During the Impact Period, non-exempt employees released from work and are not required to report to work or cannot get to work because of conditions due to the adverse incident shall receive paid administrative leave pay for up to 40 normally scheduled hours unless requested to return to work before the 40 hours has been exhausted. These hours shall **not** count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the time sheet with the appropriate emergency coding as designated by the Payroll Division.

e. Once an Impact Period has ended, a non-exempt employee shall check with their immediate supervisor, or Department Director, on when and where to return and report upon returning to work. Failure of a non-exempt employee to return to work within 24 hours or their next regularly scheduled workday or shift after the adverse incident has been canceled will cause the employee to be placed on leave without pay, unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of the employee to contact their Department Director, or direct supervisor, within one (1) regularly scheduled workdays following the City Manager, or designee's, direction to return to work may result in disciplinary action up to and including termination.

F. SUMMARY

	Pre-Impact Period*	**Impact and Post-Impact Period**
Activities	Emergency response preparation activities and mitigation measures by the City of Pharr Departments.	Emergency response activities and critical services are conducted to protect life safety, property and the environment. Most routine City business functions may be suspended.
Begins	City Manager, or designee, advises an Adverse Incident has the potential to occur.	City Manager, or designee, through an Administrative Directive and/or Resolution advises an Adverse Incident exists.

Ends	City Manager, or designee, advises the potential for an Adverse Incident has passed and the City resumes routine City business functions. OR City Manager, or designee, advises the City has entered the Impact Period.	City Manager, or designee, advises it is safe for employees to return and resume most routine City business functions.
Emergency Essential		
Non-Exempt Emergency Essential	Normal rate of pay	Overtime rate for all work hours *Mandatory residency*: Overtime rate for all worked hours
Exempt Emergency Essential	Normal rate of pay	Overtime computed rate for all worked hours *Mandatory residency*: Overtime rate for all worked hours
Emergency Non-Essential		
Non-Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave of up to 40 hours** at normal rate of pay
Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave of up to 40 hours** normal rate of pay

* No-notice incidents may not have a "Pre-Impact Period."

** The City Manager, or designee, may authorize additional paid administrative leave if the majority of routine City business functions are suspended for more than 40 regularly scheduled hours.

ORDINANCE NO. O -2019-_____

AN ORDINANCE AMENDING ORDINANCE NO. O-2017-35 ADDING CHAPTER 19A-ADVERSE INCIDENT PAY POLICY TO THE EXISTING PERSONNEL POLICY

WHEREAS, the majority of the services rendered by the City of Pharr to its citizens and residents are provided by a broad range of employees and other personnel hired by the City of Pharr; and

WHEREAS, the hiring, orientation, training, discipline, and evaluation of the City's workforce is guided by an existing Personnel Policy & Procedures Manual, as amended; and

WHEREAS, the City of Pharr has determined that it is necessary to create a policy to establish a special compensation provision for the "Impact Period" of an "Adverse Incident." This policy shall outline the responsibilities of its employees during this period; and

WHEREAS, an Adverse Incident may be caused by, but is not limited to: natural (e.g. severe weather, flooding), technological (e.g. oil or hazardous materials release), or human-caused (e.g. an intentional or criminal act) incidents that cause an immediate threat to life safety, property or the environment in the City and results in the suspension or limiting delivery of routine City business functions; and

WHEREAS, if it is determined that a condition exists or has the potential to occur that could cause an immediate threat to the life safety, property, or the environment in the City, the City Manager, or designee, may suspend all provisions of the City of Pharr's Personnel Rules except for those sections concerning Safety, Wages, and Discipline; and

WHEREAS, the Board of Commissioners has commissioned the preparation of this Adverse Incident Pay Policy, which is attached as an exhibit to this Ordinance and is hereby incorporated by reference for all purposes.

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

SECTION 1. ADOPTION OF ADVERSE INCIDENT PAY POLICY

The Board of Commissioners hereby adopts the Adverse Incident Pay Policy, which is attached as Exhibit "A" to this Ordinance and is incorporated by reference for all purposes as Chapter 19 A. Adverse Incident Pay Policy in the Personnel Policy Manual.

SECTION 2. SEVERABILITY CLAUSE

If any part of this Ordinance is found to be invalid or unconstitutional by a court having competent jurisdiction, then that invalidity or unconstitutionality shall not affect the remaining parts, and those remaining parts shall continue to be in full force and effect,

and to that extent this ordinance is considered severable.

SECTION 3. EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 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 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.

SECTION 5. CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

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 "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: September 24, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance repealing Ordinances O-2011-27 and O-2011-52 renaming Newcombe Ave. to its original street name Park Ave. ***(2nd Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: To revert Newcombe Ave. back to its original street name change Park Ave.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/24/2019
Melanie Cano	Approved - 10/1/2019
Patricia Rigney	Approved - 10/1/2019
City Management Office	Final Approval - 10/3/2019

ORDINANCE NO. 2019-

AN ORDINANCE REPEALING O-2011-27 AND O-2011-52, PROVIDING FOR A SEVERABILITY CLAUSE; CUMULATIVE CLAUSE; EFFECTIVE DATE

WHEREAS, the City of Pharr, in accordance with its powers and the authorizations granted to it by State Law and ordinance, seeks to designate a public roadway within its territorial city limits as indicated herein;

WHEREAS, Section 251.013 of the Texas Transportation Code establishes that the authority of a county to name any public roadway within its territorial county limits is subject to municipal ordinance;

WHERAS, section 1-8 (5) of the Pharr Code of Ordinances authorizes the City of Pharr to name public streets within its territorial city limits;

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

SECTION 1: Public roadway name designation. As indicated herein, as of the effective date of this ordinance, Newcombe Avenue shall now be known, as its original name given and dedicated under the Pharr Original Townsite Plat, referred to as: “Park Avenue” (see Exhibit A).

SECTION 2: Cumulative Clause. This ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this ordinance is herewith repealed and this ordinance shall supersede and provisions in conflict herewith, all other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: Severability Clause. If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provisions of this ordinance.

SECTION 4: Effective Date. This ordinance shall take effect 30 days upon final approval by the governing body following three (3) readings of the Board of Commissioners.

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

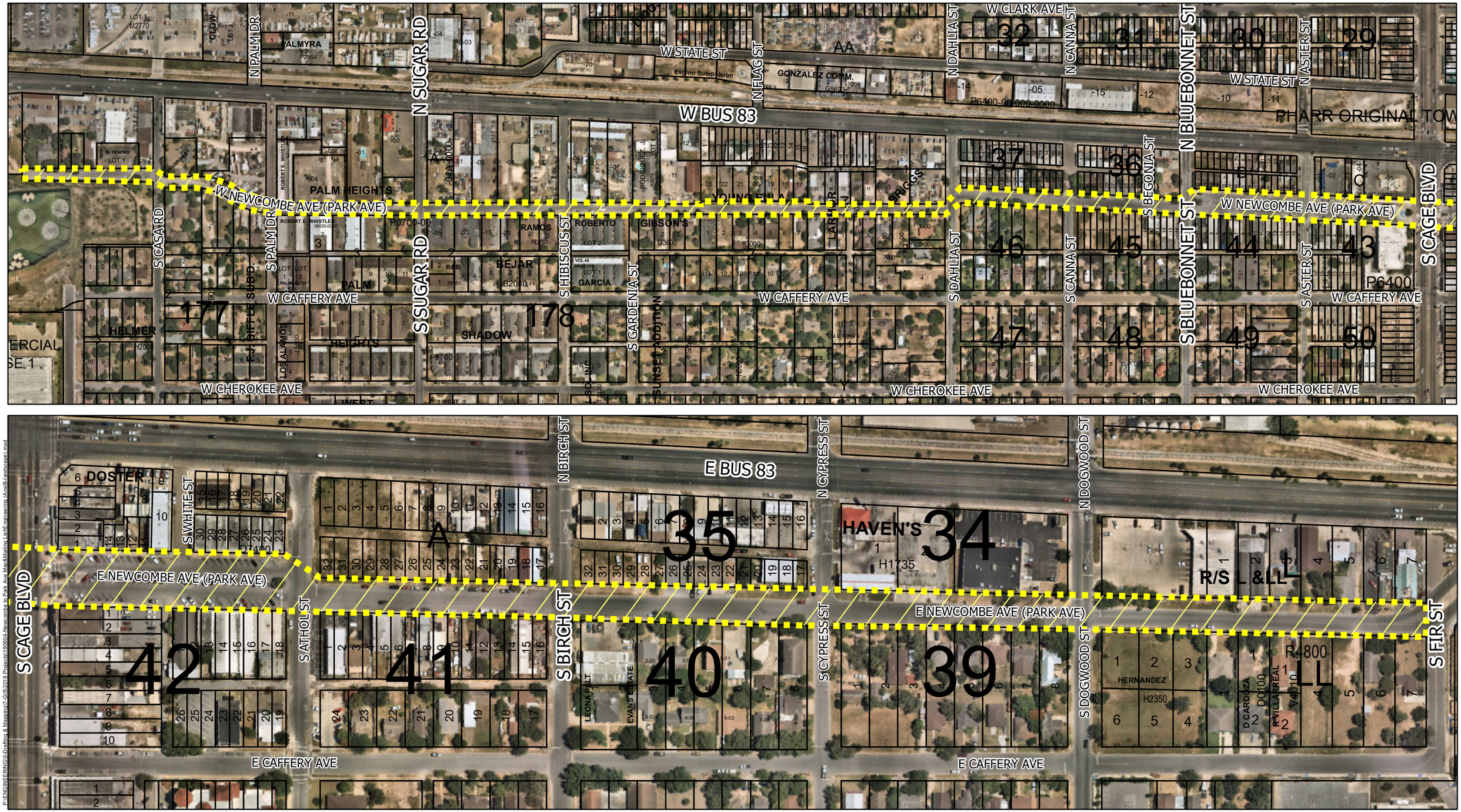
PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____ _____, 2019.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK



Street Boundary

City of Pharr

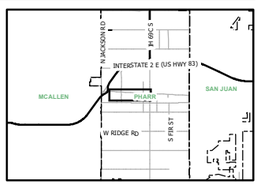
Location Map

Scale: 1 inch = 350 feet

0 150 300 600 900 1,200 Feet

Pharr Engineering

City of Pharr, Texas
Engineering Department
956.402.4221 Date: 9/4/2019



P:\ENGINEERING\0-Drafting & Mapping\7-GIS\2019 Projects\190904-Newcombe to Park Ave Map&Mailing List\Engineering (Ana)\Landscape).mxd

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: September 24, 2019
MEETING DATE: October 7, 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). ***(3rd and Final 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	Created/Initiated - 9/24/2019
Sergio Alanis	Approved - 9/24/2019
Patricia Rigney	Approved - 9/30/2019
Karla Moya	Approved - 10/3/2019
City Management Office	Final Approval - 10/3/2019

ORDINANCE NO. O-2019-

AN ORDINANCE AMENDING ORDINANCES 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. and
(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.

(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

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 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. 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 one year 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.	$300.00	$500.00	$400.00	~~$300.00~~
	Day	8:00 a.m. – 7:00 p.m.	$300.00	$1,100.00	$1,000.00	~~$700.00~~
	Evening	1:00 p.m. – 12 MID.	$300.00	$1,100.00	$1,000.00	~~$700.00~~
Friday	Morning	8:00 a.m. – 1:00 p.m.	$300.00	$600.00	$500.00	~~$360.00~~
	Day	8:00 a.m. – 7:00 p.m.	$300.00	$1,300.00	$1,100.00	~~$800.00~~
	Evening	1:00 p.m. – 12 MID.	$300.00	$1,300.00	$1,100.00	~~$800.00~~
Saturday	Morning	8:00 a.m. – 1:00 p.m.	$300.00	$1,000.00	$600.00	~~$400.00~~
	Day	8:00 a.m. – 7:00 p.m.	$300.00	$2,000.00	$1,200.00	~~$900.00~~
	Evening	1:00 p.m. – 1:00 a.m.	$300.00	$2,000.00	$1,500.00	~~$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.** $300.00 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.	$100.00	$80.	$50.	~~$50.~~
Saturday	8 a.m.-1:00 a.m.	$100.00	$100.	$60.	~~$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.	$50.00	$60.00	$40.00	~~$20.00~~

Available for rental to small groups (Capacity - 63). A non-refundable deposit of $50.00 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.	$50.00	$40.00	$30.00	~~$20.00~~

Available for rental to small groups (Capacity - 48). A non-refundable deposit of $50.00 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.E.
DATE SUBMITTED: September 17, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution in Support of Proposition 8.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/17/2019
Patricia Rigney	Approved - 9/17/2019
City Management Office	Final Approval - 10/3/2019

VOTE YES PROP 8

Creating the Flood Infrastructure Fund (FIF) for a statewide, cooperative effort for regional flood planning, mitigation, and infrastructure projects to make Texas "future-proof."

PREPARING ALL OF TEXAS FOR THE NEXT FLOOD

"Post-Harvey reports conclude that future flood mitigation projects must be designed and coordinated on a regional basis. Flood waters don't stop at political boundaries. Prop 8 gives local communities the tools to plan for flood mitigation at a regional level, without raising taxes"

"The clearest and most important message we took from the commission's work is that Hurricane Harvey was a warning we should heed. The enormous toll on individuals, businesses and public infrastructure should provide a wakeup call underlining the urgent need to "future-proof" the Gulf Coast — and indeed all of Texas — against future disasters."

JOHN SHARP
COMMISSIONER | COMMISSION TO REBUILD TEXAS

"This is shaping up to be a potentially unprecedented flood season, with more than 200 million people at risk for flooding in their communities."

ED CLARK
DIRECTOR | NOAA'S NATIONAL WATER CENTER, 3/21/19

A FRAMEWORK FOR REGIONAL FLOOD PLANNING

The lack of regional planning and coordination on flood mitigation projects leaves vital infrastructure needs unfilled. A significant funding source and a rigorous process to oversee disbursements is necessary to ensure cooperation among the regions and stakeholders – ensuring a more resilient, prepared Texas.

HOW FIF WORKS

- Administered by the Texas Water Development Board
- Allows loans at or below market rate to assist in:
  1. Basic flood project planning;
  2. Extensive grant and application process at all levels of government;
  3. Engineering of structural and nonstructural flood mitigation projects
- Offers grants to provide the necessary matching funds for local subdivisions to participate in various federal funding programs

COST AND INFRASTRUCTURE FUNDING PROCESS

- State funds FIF with $793 Million from Rainy Day Fund - representing 10% of the identified projects from TWDB, plus an additional $110 million for the soft costs for start up
- Projects eligible for funding depend on TWDB determining all local entities in the region:
  1. Fully cooperated and substantially participated in the process of developing the projects;
  2. Held public meetings to accept comments from interested parties; and,
  3. Projects have been completely engineered and scored against one another.

VOTE YES FOR PROPOSITION 8!

EARLY VOTING OCT 21ST - NOV 1ST | **ELECTION DAY** NOV 5TH

SUPPORTED BY

City of Houston
City of Dallas
City of Sugar Land
Greater Houston Partnership
Greater Houston Builders Association
West Houston Association
Houston First
Houston Northwest Chamber of Commerce
Lake Houston Area Chamber of Commerce
San Antonio Chamber of Commerce
San Antonio Water System
Rio Grande Valley Partnership
Lower Colorado River Authority
San Antonio River Authority
Sabine River Authority
Brazos River Authority
Trinity River Authority
North Texas Commission
Cameron County Commissioners Court
Harris County Commissioners Court
Hidalgo County Drainage District No. 1
Travis County Commissioners Court
Willacy County Commissioners Court
Hidalgo County
El Paso County
Tarrant County
American Society of Civil Engineers – Texas Section
American Council of Engineering Companies of Texas
Clean Water Action
Sierra Club – Lone Star Chapter
The Nature Conservancy
Texas Association of Business
Texas Association of Builders
Texas Association of Manufacturers
Texas Business Leadership Council
Texas Conference of Urban Counties
Texas Economic Development Council
Texas Farm Bureau
Texas Municipal League
Texas REALTORS
Texas Society of Professional Engineers
Texas Water Conservation Association
Texas Water Supply Partners
NRG
Entergy

VoteYesProp8.com

@StrongerTexas @StrongerTexas

Pol. Ad. Paid for by Stronger Texas PAC

RESOLUTION NO. R-2019-__

RESOLUTION IN SUPPORT OF PROPOSITION 8 (HJR 4)

WHEREAS, chronic flooding has affected the economy and health and safety of the citizens of the State of Texas and of the City of Pharr; and

WHEREAS, recognizing the tremendous challenge posed by flooding, our local state legislators, during the 86th Legislative Session, played a critical role in the passage of House Joint Resolution 4; and

WHEREAS, House Joint Resolution 4 proposes a constitutional amendment, also known as Proposition 8 ("Prop. 8"), allowing for the creation of the Flood Infrastructure Fund (FIF) that would authorize $793 million in flood-control projects in the State of Texas; and

WHEREAS, the City of Pharr advocates for the equitable distribution of the Flood Infrastructure Fund throughout the state, recognizing that project selection should include the projects within the City of Pharr; and

WHEREAS, drainage infrastructure projects are critical in providing community resiliency and economic growth as well as in safeguarding the health and safety of citizens; and

WHEREAS, the City of Pharr encourages the citizens to fully support Prop. 8 in the upcoming November of 2019 statewide elections.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr, the Mayor of Pharr and the City Commission of Pharr supports Prop. 8 and the equitable distribution of the Flood Infrastructure Fund to include drainage projects in South Texas and particularly in the City of Pharr.

PASSED AND APPROVED 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: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members and two (2) alternate members to the Planning and Zoning Commission.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Consideration and action, if any, on Resolution appointing/reappointing two (2) regular members and two (2) alternate members to the Planning and Zoning Commission.

Regular members:
Danny Wylie
Luis Madrigal

Alternate members:
Porfirio Rodriguez
Guadalupe Ray Sanchez

Financial Consideration:

Staff Recommendation: Staff recommends reappointment of Danny Wylie (regular member) and Luis Madrigal (regular member) and appointment of Guadalupe Cano (alternate member) and David Pena (alternate member).

Alternatives:

ROUTING:

Iris Mata	Created/Initiated - 9/30/2019
Roland Gomez	Approved - 10/4/2019
Melanie Cano	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

STATE OF TEXAS §
§ **RESOLUTION NO. R-2019-___**
CITY OF PHARR §

WHEREAS, there is hereby a City Planning and Zoning Commission which shall function by making plans and acting as a Zoning Commission being composed of seven (7) members and four (4) alternates to be appointed by the Board of Commissioners, and

WHEREAS, the terms of Danny Wylie, regular member; Luis Madrigal, regular member; Porfirio Rodriguez, alternate member; and Ray Sanchez, alternate member expired September 15, 2019; and

WHEREAS, appointment/re-appointment of two (2) regular members and two (2) alternate members need to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

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

The following residents of the City of Pharr are hereby appointed/re-appointed as regular members of the Planning and Zoning Commission.

NAME:	**LENGTH OF TERM**
1. _____	2-year term (Sept. 15, 2021)
2. _____	2-year term (Sept. 15, 2021)

The following residents of the City of Pharr are hereby appointed/re-appointed as alternate members of the Planning and Zoning Commission.

NAME:	**LENGTH OF TERM**
1. _____	2-year term (Sept. 15, 2021)
2. _____	2-year term (Sept. 15, 2021)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of October, 2019.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: September 25, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #1.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: A vacancy has occurred as a result of Mario Bracamontes no longer being a member of City Commission and the terms of Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo and Comm. Ricardo Medina expired June 6, 2019

Financial Consideration:

Staff Recommendation: Staff recommends appointment/re-appointment of members.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/25/2019
Patricia Rigney	Approved - 9/30/2019
City Management Office	Final Approval - 10/3/2019

RESOLUTION NO. R-2019-__

A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE

WHEREAS, the City of Commission adopted Ordinance O-2011-46, which created a Board of Directors for the Tax Increment Reinvestment Zone Number One consisting of not less than five (5) and not more than fifteen (15) members; and

WHEREAS, members of said board shall serve a two (2) year term; and

WHEREAS, Mario Bracamontes is no longer member of the governing body; and the terms of Ambrosio Hernandez, Eleazar Guajardo, and Ricardo Medina expired on June 5, 2019; and

WHEREAS, four (4) members need to be appointed/re-appointed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following members are hereby appointed.

1. _____, Chairman
2. _____
3. _____
4. _____
5. _____, Hidalgo County

PASSED AND APPROVED THIS 7th DAY OF OCTOBER 2017, 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.H.
DATE SUBMITTED: September 25, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #2.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: A vacancy has occurred as a result of Mario Bracamontes no longer being a member of the City Commission and the terms of Mayor Ambrosio Hernandez, Comm. Eleazar Guajardo and Comm. Ricardo Medina expired June 6, 2019

Financial Consideration:

Staff Recommendation: Staff recommends appointment/re-appointment of members.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/25/2019
Patricia Rigney	Approved - 9/30/2019
City Management Office	Final Approval - 10/3/2019

RESOLUTION NO. R-2019-__

A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO

WHEREAS, the City of Commission adopted Ordinance O-2015-52, which created a Board of Directors for the Tax Increment Reinvestment Zone Number Two consisting of not less than five (5) and not more than fifteen (15) members; and

WHEREAS, members of said board shall serve a two (2) year term; and

WHEREAS, Mario Bracamontes is no longer member of the governing body; and the terms of Ambrosio Hernandez, Eleazar Guajardo, and Ricardo Medina expired on June 5, 2019; and

WHEREAS, four (4) members need to be appointed/re-appointed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following members are hereby appointed.

1. _____, Chairman
2. _____
3. _____
4. _____
5. _____, Hidalgo County

PASSED AND APPROVED THIS 7th DAY OF OCTOBER 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.I.
DATE SUBMITTED: September 30, 2019
MEETING DATE: October 7, 2019

FROM: Beatriz Fuentes, HR Coordinator

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Civil Service Commission.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Resolution appointing/re-appointing one (1) member to the Civil Service Commission.

Financial Consideration: N/A

Staff Recommendation:

Alternatives: N/A

ROUTING:

Beatriz Fuentes	Created/Initiated - 9/30/2019
Anali Alanis	Approved - 9/30/2019
City Management Office	Final Approval - 10/3/2019

STATE OF TEXAS **§**

R E S O L U T I O N

COUNTY OF HIDALGO **§** **NO. R-2019-____**

CITY OF PHARR **§**

WHEREAS**,** the City Commission of the City of Pharr has adopted a Resolution creating the Pharr Firefighters and Police Officer's Civil Service Commission; and

WHEREAS, under the provision of the Texas Fire and Police Civil Service section 143.006(b), the Civil Service Commission is comprised of three (3) members to be appointed by the Chief Executive Officer and confirmed by the governing body of the municipality; and

WHEREAS, a person appointed to the commission must be of good moral character; be a United States citizen; be a resident of the municipality who has resided in the municipality for more than three years; be over 25 years of age and not have held a public office within the preceding three years; and

WHEREAS, members of said commission shall serve staggered three years terms with the term of one member expiring each year; and

WHEREAS, the term of Vittorio expired on October 3, 2019 and appointment/re-appointment of a member needs to be made at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following citizen is hereby confirmed as a member of the Pharr Firefighter's and Police Officer's Civil Service Commission.

NAME	LENGTH OF TERM
_____	3-year term (expiring 10/03/22)

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of October 2019.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: September 26, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on petition received by the City of Pharr to contract the City of Pharr's Election with Hidalgo County Elections Department.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: On September 11, 2019, the City of Pharr received a Petition for Election Services Contract with Hidalgo County signed by 59 individuals. The petition has been reviewed by the City Clerk and City Attorney and was forwarded to the Hidalgo County Elections Administrator to verify the names on the petition as requested by voters residing in the city of Pharr.

The Hidalgo County Elections Administrator determined that of the 59 signatures

_3_ did not live in Pharr

_3_ are not registered voters (not found)

_53_ live in the City of Pharr and are registered voters

Section 31.092 states that a political subdivision, located in a county with a population of more than 500,000 that does not contain a municipality with a population of more than 150,000, that is served by a County Elections Administrator is required to contract with a county if it receives a petition, requesting the contract, signed by 1% of the total votes cast in the most recent general election held by the political subdivision.

The most recent general election held in Pharr was May 4, 2019. The total number of

votes cast was 2,787. One percent would equal to 27.

The City of Pharr now must request an election services contract with the County Elections Administrator to conduct a uniform/general Election to be held in 2020.

Financial Consideration:

Staff Recommendation: Staff recommends accepting petition.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 9/26/2019
Patricia Rigney	Approved - 9/30/2019
City Management Office	Final Approval - 10/3/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: October 1, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on acceptance of the Las Milpas Road Left Turn Lanes Construction Project and Release of Final Payment and Retainage in the amount of $27,541.10. (Project #1819-39-510-C009-516)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Texas Cordia Construction has completed the Las Milpas Road Left Turn Lanes Project. A final walk through was held on September 11, 2019, and improvements were completed in general compliance with plans and specifications.

Financial Consideration:

Staff Recommendation: Staff recommends approval of Final Payment and release of the Retainage in the amount of $27,541.10.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/1/2019
Omar Anzaldua	Approved - 10/1/2019
Veronica Gutierrez	Approved - 10/1/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/3/2019
City Management Office	Final Approval - 10/3/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: October 2, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, amending design-build Downtown Gateway and Lighting Improvements Project contract with International Consulting Engineers (ICE) for the installation of various City Hall and Gateway Monument sign lighting and controls systems (Project No.1819-39-510-S026-001).

Classification: Regular

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

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

Issue: Staff is requesting authorization to amend the design-build contract for the Gateway and Lighting Improvements to Down Town Pharr Project in order to add additional lighting and controls around City Hall and the Gateway Monument.

Financial Consideration:

Original Contract $519,635
Amendment No. 1 $110,814
Revised Contract Amount **$630,449** (21.32% Increase)

Staff Recommendation: Staff recommends approval of Amendment No. 1 submitted by International Consulting Engineers increasing the contract amount by $110,814.00

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 10/2/2019
Omar Anzaldua	Approved - 10/2/2019
Veronica Gutierrez	Approved - 10/2/2019
Patricia Rigney	Approved - 10/3/2019

Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

City of Pharr Gateway Project
Change Orders Requested by City
October 1, 2019

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Installation of Electrical LED Lighting System at City Hall and on Gateway Structure. Including Engineering Design	LS	1	$ 98,739.00	$ 98,739.00
2	Concrete Curb & Gutter for Gateway (West Side)	LF	76.5	$ 50.00	$ 3,825.00
3	Demo Existing Asphalt to install Island	LS	1	$ 5,000.00	$ 5,000.00
4	Base Material Prep for Curb	LS	1	$ 3,250.00	$ 3,250.00
			Change Order Sub-Total		**$ 110,814.00**

Notes:

1 LED Lighting Package will be provided by City.
2 Road Boring will be provided by City.
3 No landscaping, irrigation or ladnscape pavers included.
4 We will coordinate with City and Lonestar Bank Personnel to run conduit and wiring inside buildings and connect to existing paneil inside city hall building.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: September 16, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase various lighting components for the lighting of City Hall and the Downtown Gateway Monument Project, through a TIPS Cooperative Contract.(Project No. 1819-01-528-P024-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: Purchase of the various lighting components will be in the amount of $328,700.

Financial Consideration: Purchase of Light Fixtures is $328,700

Staff Recommendation: Staff recommends award of Purchase Contract, through the BuyBoard Cooperative, to Facility Solutions Group from Corpus Christi, TX in the amount of $328,700.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 9/16/2019
Omar Anzaldua	Approved - 9/16/2019
Veronica Gutierrez	Approved - 9/16/2019
Patricia Rigney	Approved - 9/16/2019
Karla Moya	Approved - 9/16/2019
City Management Office	Final Approval - 9/16/2019

FACILITY SOLUTIONS GROUP

September 30, 2019

City of Pharr
Omar Anzaldua – City Engineer
113 S. Cage Blvd 1st Floor
Pharr, Texas 78577

Reference: City of Pharr Gateway Lighting Project

Omar,

Thank you for the opportunity to offer you a quote for the above referenced project.

FSG will provide (see attached) the lighting items needed to complete this project.

FSG is an authorized vendor with TIPS – Interlocal Purchasing System. Our contract # Is 18060201.

Total cost for this project will be $ 328,700.00 no tax. Full Freight allowed

Thank You again and please let me know if you have any further questions.

Sincerely,

Dave Thomas
Facility Solutions Group

585 South Padre Island Drive | Corpus Christi, TX 78405 | T 800-880-5685 | F 361-882-5691

1/2	1	TRAXON TECHNOLOGIES	1 LOT TRAXON	DOT 4" (1 side of bldg)
4	9	Lumenpulse	LBIL-WO-120/277-RGBW-WW-SL-DMX-RDM-FLN-SSB-(BLOCKOUT)-UL	
4	2	Lumenpulse	3P3DLC-25FT LEADER CABLE	
4	2	Lumenpulse	CBX-DS	
4	9	Lumenpulse	LBI-JBOX-L	
	5	DeSisti Rigging & Automation	•F029H001A - LEDKO EXT FULLSPECTRUM RGBW	GOBO
	5	DIST	ELATION ALUMINUM PRO-CLAMP X 5	
	5	DIST	SAFETY CABLE	
	6	Spectrum Lighting Inc. San Antonio	SOS-DMX DMX SPECTRUM ON-SITE SERVICES	
	1	DIST	EST FRT	
			FFA.	
			CABLES PROVIDED BY CONTRACTOR. MIN 14 GAUGE 6 CONDUCTOR.	

Grand Total: $328,700.00

Notes

* This BOM MAY NOT MEET American Recovery and Reinvestment Act (ARRA) or Buy American requirements. Please advise if this requirement is part of the specification. We will issue a revised quote.
* Standard Manufactures Warranty Applies, NO EXCEPTIONS
* No Spares Included

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.A.
DATE SUBMITTED: September 25, 2019
MEETING DATE: October 7, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Interlocal agreement between the Pharr Police Department and South Texas Auto Theft Task Force for mutual aid (burglary and theft of motor vehicle) law enforcement task force.

Classification: Regular

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

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

Issue: Who: Pharr Police department and South Texas Auto Theft Task Force

What: Interlocal agreement between the city of Brownsville, TX and the City of Pharr TX
regarding a mutual aid law enforcement task force to cooperate in certain criminal
investigations.

Where: Task Force officers will operate in the lower Rio Grande Valley

When: The agreement will be in effect starting September 1, 2019 to August 31, 2020.

Why: To prevent vehicle theft crimes.

Financial Consideration: See attachment, PG 1

Staff Recommendation: I recommend approval.

Alternatives: Alternative is to not approve agreement.

ROUTING:

Jose Luengo Created/Initiated - 9/25/2019

Raul Garza	Approved - 10/4/2019
Patricia Rigney	Approved - 10/4/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE
BUDGET DIGEST
FOR
PHARR POLICE DEPARTMENT
FY 2020

	ATPA	PROGRAM INCOME	CASH	IN-KIND	TOTAL
SALARIES	72,710.00	-	34,064.00	-	106,774.00
OVERTIME	-	-	-	-	-
TMRS	-	-	4,961.00	-	4,961.00
FICA	-	-	7,323.00	-	7,323.00
INSURANCE	-	-	10,721.00	-	10,721.00
WORKMAN'S COMP	-	-	4,384.00	-	4,384.00
UNEMPLOYMENT COMP	-	-	359.00	-	359.00
LONGEVITY	-	-	-	-	-
EDUCATIONAL INCENT.	-	-	-	-	-
SENIORITY PAY	-	-	-	-	-
ASSIGNMENT PAY	-	-	-	-	-
CERTIFICATION PAY	-	-	-	-	-
CLOTHING ALLOWANCE	-	-	5,298.00	-	5,298.00
VEHICLE LEASE	-	-	-	-	-
FUEL/MILEAGE	-	-	-	-	-
MOBILE PHONES	-	-	-	-	-
OFFICE PHONES	-	-	-	-	-
OFFICE LEASE	-	-	-	-	-
SUPPLIES	-	-	-	-	-
PAGERS	-	-	-	-	-
C/I FUNDS	-	-	-	-	-
Vehicle Insurance	-	-	-	-	-
Vehicle Purchase	-	-	-	-	-
TOTAL	72,710.00	-	67,110.00	-	139,820.00

THE STATE OF TEXAS }{

CITY OF BROWNSVILLE }{

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, TEXAS, THE CITY OF PHARR, TEXAS AND THE CITY OF EDINBURG, TEXAS REGARDING A MUTUAL AID (BURGLARY AND THEFT OF MOTOR VEHICLE) LAW ENFORCEMENT TASK FORCE TO COOPERATE IN CERTAIN CRIMINAL INVESTIGATIONS

THIS AGREEMENT is made this _____ day of _____, 2019, in the City of Brownsville, State of Texas, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, regarding Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and certain other local Governments, between: (1) the City of Brownsville, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1001 E. Elizabeth, Brownsville, Cameron County, Texas 78520, acting through the Brownsville City Commission, (2) the City of McAllen, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 1300 West Houston, McAllen, Hidalgo County, Texas 78501, acting through the McAllen City Commission, (3) the City of Pharr, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 118 S. Cage, Pharr, Hidalgo County, Texas 78577, acting through the Pharr City Commission, (4) the City of Edinburg, an incorporated home-rule municipality of the State of Texas, having its principal administrative offices at 415 W. University Drive, Edinburg, Hidalgo County, Texas 78541, acting through the Edinburg City Council.

WHEREAS, CAMERON and HIDALGO COUNTIES have been plagued by motor vehicle theft crimes because of its proximity to the international border with Mexico, and the utilization of this area as a well-traveled route for stolen motor vehicles into the interior of Mexico via one of the many International Bridges in the area.

WHEREAS, to continue to combat this state and county problem, working with the appropriate agencies and officials of the State of Texas, the Automobile Burglary and Theft Prevention Authority has budgeted certain monies to be funneled to local governments for use in fighting such motor vehicle theft crime problems.

WHEREAS, THE CITY OF BROWNSVILLE, several counties and municipalities therein jointly applied, through THE CITY OF BROWNSVILLE, for a share of these monies, to be used in establishing the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE to combat said motor vehicle theft crime problems.

WHEREAS, the AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY which is administering such funds on behalf of the State of Texas has authorized a grant in the sum of $924,350 to be awarded to THE CITY OF BROWNSVILLE and the said participating counties and municipalities for such purposes.

WHEREAS, it is necessary for THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, THE CITY OF PHARR, AND THE CITY OF EDINBURG to establish a working relationship to best utilize the said grant and to combat motor vehicle burglary and theft , and to then reduce such relationship to writing in the form of an Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, THE CITY OF BROWNSVILLE, THE CITY OF MCALLEN, THE CITY OF PHARR AND THE CITY OF EDINBURG AGREE AS FOLLOWS:

I.
PURPOSE OF AGREEMENT

The purpose of the agreement is the establishment of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE by the above-named parties to utilize a grant from the State of Texas to combat motor vehicle theft crimes throughout Cameron County, Texas and Hidalgo County, Texas. To this extent, the above-named parties, pursuant to action taken by the governing bodies of said parties at duly-scheduled open meetings of same (by resolution of order, as appropriate) have entered into this Agreement to form a mutual aid law enforcement task force to cooperate in motor vehicle theft & burglary criminal investigations, to include the agreement to conduct 68A vehicle inspections as often as scheduling and operations will allow for the individual cities of the task force for purposes of identifying stolen vehicles before titling in Texas. Whereby certain peace officers employed by said parities (as covered by this Agreement) will have the additional investigative authority throughout said counties as set forth in the Agreement, which shall provide for the compensation of the peace officers involved in the activities of the Task Force, which shall be known as the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE.

II.

PERSONNEL AND EQUIPMENT

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE shall consist of the following personnel, assigned by the respective entities set forth hereinafter: (1) Detectives/ Investigators/Officer, not more than Eighteen (18) at any one time, assigned to the Task Force by the Brownsville Police Department, McAllen Police Department, Pharr Police Department, and Edinburg Police Department, the final assignments to be approved by the Board of Governors pursuant to administrative provisions below. The personnel, supplies, and direct operating expenses for the Task Force shall be financed pursuant to and by the aforesaid state grant; a copy of the Budget Schedule there under being annexed hereto as Exhibit "A", which is incorporated by reference herein. The Task Force Commander and all other personnel assigned by the parties to this Agreement shall remain the employees of the party making such assignment and shall not, by virtue of serving on the South Texas Auto Theft Enforcement Task Force, be considered as employees, agents, or servants, of the Board of Governors, of the South Texas Auto Theft Enforcement Task Force, or of any party to this agreement other than the party making said assignment. Upon termination of this agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant (City of Brownsville). The Auto Burglary and Theft Prevention Authority of the State of Texas will be notified and inventory records will be updated.

III.

ADMINISTRATION

The SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE is to be supervised by a Board of Governors, which shall consist of one representative for each of the Three participating municipalities or counties (i.e., parties to this agreement), and the City of Brownsville, for a total of Four members; each of the said Four entities shall select a representative in any manner deemed to serve the interest of said entity which complies with any pertinent law, preferably the Chief of Police, the County Sheriff, or one of their department supervisors. The said Board of Governors shall adopt rules and regulations relating to the administration, operation and procedures of the TASK FORCE within the parameters of this Agreement and any pertinent law; such rules and regulations shall be formally adopted by the Board in compliance with the Texas Open Meetings Act, be reduced to writing, and be maintained as part of the records of the Board of Governors. The Board of Governors will cooperate with the officials and agents of the City of Brownsville in connections with the administration of the said grant in connection with purchasing, auditing, and any other financial or administrative matters required by said grant or any pertinent law.

IV.

EXTENT OF AUTHORITY

A law enforcement officer covered by this Agreement may make an arrest anywhere outside the jurisdiction in which the officer is or would be regularly employed, throughout Cameron, and Hidalgo Counties and any other area where such arrest is authorized by law. As required by statute, the law enforcement agencies of the area where the said arrest is made shall be notified of the said arrest without delay, and the notified agency shall make available the notice to the arrest in the same manner as if the arrest were made by a member of that agency.

V.

EMPLOYEE STATUS

A law enforcement officer regularly employed by another municipality (i.e. city or county) shall remain the employee of such municipality but shall be considered, for the purpose of making an arrest at any location throughout Cameron and Hidalgo County, to be in service of the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE and a peace officer in and about Cameron and Hidalgo County under the command and supervision of the TASK FORCE COMMANDER. Accordingly, the officer has all the powers of a regular law enforcement officer anywhere in Cameron and Hidalgo, County; to this extent, qualification for office in the municipality (i.e., city or county) or regular employment constitutes qualification for office anywhere in Cameron and Hidalgo Counties, and no additional oath, bond, or compensation is needed. The party who assigns a peace officer to the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE or that regularly employs the TASK FORCE COMMANDER shall remain solely responsible for the health, safety, acts or omissions of that assigned peace officer or TASK FORCE COMMANDER.

VI.

COMPENSATION

The officers serving on the SOUTH TEXAS AUTO THEFT ENFORCEMENT TASK FORCE are entitled to the same wages, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the municipality (i.e., city or county) of the officer's regular employment. Moreover, the Officer is also entitled to payment for any reasonable expenses incurred for travel, food or lodging while on duty outside the limits of the territory of the officer's regular employment. To this extent, the officers serving on the TASK FORCE will be compensated in accordance with the salary schedule (which is annexed hereto as Exhibit "A") incorporated into the Budget, as administered by the Board of Governors. Moreover, the municipality (i.e., city or county) regularly employing said officers; shall pay (subject to reimbursement pursuant to the procedures established under the aforesaid state grant, after the payment is made and reimbursement is requested), all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, lodging, and vehicle lease.

The personnel and sub grantee personnel (listed in the Professional and Contract Services Category) included in this grant shall only perform duties related to statutory purposes outlined in Texas Revised Civil Statutes Art. 4413(37). If the positions funded or used as cash match engage in general government duties then the grantee (and sub-grantees) shall not submit for reimbursement the portion attributed to general government law enforcement operations.

VII.

TERM OF AGREEMENT

This agreement will be effective from September 1, 2019 to August 31, 2020, at which time, said Agreement will terminate. Upon mutual agreement of the parties, set forth in writing and signed by the (participating) parties, assuming that funds are available to do so, this Agreement may be continued, on the same terms, for such periods as desired or is feasible, until modified by subsequent amendment. This Agreement, subject to applicable law and restrictions contained in the aforesaid state grant, may be terminated at any time by mutual agreement of the parties, set forth in writing and signed by the parties.

VIII.

FUNDING

The said parties paying for the performance of the aforesaid governmental functions or services shall make payment therefore from current revenues available to the paying party.

IX.

COMPLIANCE WITH ALL LAWS

All parties to this Agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal laws.

X.

ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XI.

BREACH OF OBLIGATION

This Agreement is entire as to all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire Agreement and shall give the other parties the right to terminate this Agreement.

XII.

LAW GOVERNING; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this Agreement shall be performable in Cameron and Hidalgo Counties, Texas.

EXECUTED by the respective parties singularly on an identical duplicate of this document on the dates stated below at the office or facility of the said county's or municipality governing body in Cameron and Hidalgo, County, Texas.

CITY OF BROWNSVILLE, TEXAS

By: _____
Trey Mendez, Mayor
(On , 2019)

ATTEST:

_____

Name: _____

Title: _____

CITY OF MCALLEN, TEXAS

By: _____
James Darling, Mayor
(On , 2019)

ATTEST:

_____

Name: _____

Title: _____

CITY OF PHARR, TEXAS

By: _____
Ambrosio Hernandez, Mayor
(On , 2019)

ATTEST:

_____

Name: _____

Title: _____

CITY OF EDINBURG, TEXAS

By: _____
Richard Molina, Mayor
(On , 2019)

ATTEST:

_____

Name: _____

Title: _____

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Automobile Burglary and Theft Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Brownsville Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

_____
Felix Sauceda
Chief of Police
Brownsville Police Department

Date: _____ _____ _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Automobile Burglary and Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

_____ _____

Authorized Official Date
Trey Mendez, Mayor
Brownsville, Texas 78520

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Automobile Burglary and Theft Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, The **McAllen Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

_____
Felix Sauceda
Chief of Police
Brownsville Police Department

Date: _____

_____
Victor Rodriguez
Chief of Police
McAllen Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Automobile Burglary and Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

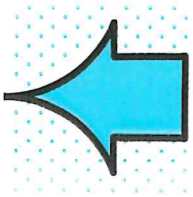
_____ _____

Authorized Official Date
James Darling, Mayor
City of McAllen, Texas 78501

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Automobile Burglary and Theft Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Pharr Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.



_____
Felix Sauceda
Chief of Police
Brownsville Police Department

Date: _____

_____
Jose A. Luengo
Chief of Police
Pharr Police Department

Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Automobile Burglary Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

_____ _____

Authorized Official Date
Ambrosio Hernandez, Mayor
City of Pharr, Texas 78577

COOPERATIVE WORKING AGREEMENT

This is to certify that the objectives of the **Brownsville Police Department - South Texas Auto Theft Enforcement Task Force** grant application for fiscal year funding by the Texas Automobile Burglary and Theft Prevention Authority of the Governor's Office have been reviewed and it is hereby mutually agreed to cooperate to whatever extent is necessary in carrying out the approved work plan.

Additionally, **The Edinburg Police Department** is cognizant of the rules and regulations governing the operation of the grant and hereby agrees to abide by any and all such rules or special conditions relating to the grant.

_____	_____
Felix Sauceda	Cesar Torres
Chief of Police	Chief of Police
Brownsville Police Department	Edinburg Police Department
Date: _____	Date: _____

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary and Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Texas Automobile Burglary and Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

_____ _____

Authorized Official Date
Richard Molina, Mayor
City of Edinburg, Texas 78539

AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

CONFIDENTIAL FUNDS CERTIFICATION

TO: Texas Automobile Burglary and Theft Prevention Authority
Attn: A.B.T.P.A. Director
4000 Jackson Avenue
Austin, Texas 78779-0001

FROM: Name: Eric I Castillo

Position: Lieutenant

Grant Title: South Texas Auto Theft Enforcement Task Force

Location: 600 E. Jackson St., Brownsville, Tx. 78520

Grant #: 608-20-0310100

SUBJECT: Disbursement of Funds for Confidential Expenditures

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in this attachment.

Signature: _____ Date: ____/____/____
(Project Director)

SPECIAL CONDITION

Non Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

AUTHORIZED OFFICIAL
Noel Bernal

DATE

City of Brownsville
GRANTEE

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.B.
DATE SUBMITTED: October 2, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, ratifying First Amendment to Interlocal Agreement between the City of Pharr and the Pharr-San Juan-Alamo School District for the natatorium.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/2/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/2/2019
City Management Office	Final Approval - 10/3/2019

STATE OF TEXAS **X**
X
X
COUNTY OF HIDALGO **X**

FIRST AMENDMENT TO INTER-LOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

As of September 23, 2019, the contract entitled INTER-LOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT between the following parties:

City of Pharr
Pharr-San Juan-Alamo Independent School District

"B. District Duties" in the original contract will be amended to read as follows:

a. The District will contribute up to thirteen million dollars ($13,000,000.00) towards the reimbursement for the City's purchase of the property, design, and construction of the facility. The amount of money contributed by the District shall be 50% of the total final cost of the project. However, in no event shall District's contribution equal an amount greater than thirteen million dollars ($13,000,000.00). Should the total cost of construction exceed twenty-six million dollars ($26,000,000.00) the Parties agree to revisit and revise the terms of District's contribution and/or equity share percentage. Additionally, any change order for an increase in price to the project must be approved by the PSJA ISD Board of Trustees and the City of Pharr before work which is the subject of the change order is to commence. Payments made by District shall be paid out pursuant to an agreed upon construction schedule (Exhibit A) that correlates with the percentage of the work actually completed. The District's payment towards any pay application shall be equal to the percentage of its contribution e.g. for a $1,000,000.00 pay application the District's amount due shall be $500,000.00. Within 30 days of breaking ground on this project, the District shall reimburse the City for 50% of City's purchase price for the land. The City shall provide proof of the same. Throughout the planning, pre-construction, and construction phase the City shall share and allow the District to review plans, bids, contracts, and construction progress reports.

   The District's monetary contribution shall be consideration for:

   i. Priority use of the facility, as approved by the City, during the academic school year during school hours and at other times needed for competitive practice and swimming instruction regardless of any lease agreement the City may have with any third party. This includes priority use during school hours and team practice times and priority use based on an agreed schedule during the summer. At least 50% of total operating hours each year will be for priority District use. The District shall provide City with a

schedule of use for practice, competitions, swim instruction, and other proposed use by District for both academic school year use and summer use.

ii. All scheduling of events by any third party, including the City, during the City approved District use will be coordinated with the District. The District shall work to accommodate requested usage during District Priority Use.

iii. The School District's name in a clear and visible manner on and in the building.

iv. A plaque to be placed on the building with the names of Board Members and School Administrators involved in the project.

v. The right to keep 50% of revenues from any event hosted by the District or the City e.g. swimming clubs, competitions, tournaments, etc. The other 50% will go to the City.

b. The District and City agree that the possession of, use of or consumption of alcoholic beverages, drugs, tobacco or firearms are prohibited during District allocated time. City ordinance shall dictate during City allocated time.

These changes are the only changes to the original contract. The entire remainder of the original contract remains in full force. This Amendment shall be effective once signed by both parties.

This Amendment shall be signed by the following:

REPRESENTATIVE OF CITY OF PHARR

_____ Date: _____

Name: Dr. Ambrosio Hernandez
Title: Mayor

REPRESENTATIVE OF PHARR-SAN JUAN-ALAMO INDEPENDENT SCHOOL DISTRICT

_____ Date: _____

Name: Jesse Zambrano
Title: Board President

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.C.
DATE SUBMITTED: October 3, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr the the Texas Parks and Wildlife Department for a $5,000,000 grant for the development of a Multi-Specialty Facility in the City of Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The 2020-2021 General Appropriations Act, enacted by the 86th Texas Legislature (House Bill 1), included Rider 37 within the appropriations to TPWD, which appropriated from General Revenue $5,000,000 for the purpose of making a grant to the City of Pharr.

The City will use the funds for the development of the Northside Research, Innovation, Wellness Center, and Multi-Specialty facility in the city of Pharr.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/3/2019
Patricia Rigney	Approved - 10/3/2019
Karla Moya	Approved - 10/3/2019
City Management Office	Final Approval - 10/3/2019

MEMORANDUM OF AGREEMENT

BETWEEN THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND THE CITY OF PHARR

This Memorandum of Agreement (Agreement) is made by and between the Texas Parks and Wildlife Department ("TPWD") and the City of Pharr ("City").

WHEREAS, TPWD is an agency of the State of Texas under the policy direction of the Texas Parks and Wildlife Commission (Commission), charged with managing and conserving the natural and cultural resources of Texas and providing hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations (TEX. PARKS & WILD CODE §1.011, §11.043(c)(6), and §13.001).

WHEREAS, Pharr is a municipal corporation organized under the laws of the State of Texas;

WHEREAS, the development and renovation of municipal parks provides a public benefit;

WHEREAS, THE 2020-2021 General Appropriations Act, enacted by the 86th Texas Legislature (House Bill 1), included Rider 37 within the appropriations to TPWD, which appropriated from General Revenue, $5,000,000 (the Funds) in fiscal year 2020 for the purpose of making a grant to the City;

NOW, THEREFORE, TPWD and City agree as follows:

1. TPWD'S Obligations

a. TPWD will transfer the Funds to City within thirty (30) days of receipt of the invoice referenced below.

b. Except as provided in this Agreement, TPWD shall have no other obligations to the City regarding the Funds or the use of the Funds.

c. Nothing contained in this Agreement shall be deemed to unlawfully limit TPWD's jurisdiction or ability to fully discharge its regulatory and statutory responsibilities regarding projects or other uses of the Funds under applicable state or federal law and related regulations.

2. The City's Obligations

a. Upon signature of this MOU by both parties, the City shall submit an invoice to TPWD for the full amount of funding due to the City. The invoice shall include contact and mailing information for payment.

b. City will use the funds for the development of the Northside Research, Innovation, Wellness Center, and Multi-Specialty Facility in the City of Pharr.

c. City agrees to comply with the following:

(1) All applicable legal and regulatory requirements in connection with the Funds and the projects, including requirements imposed by state and federal laws and regulations;

(2) All applicable accounting and recordkeeping standards in connection with the Funds.

3. General Provisions

a. **Audit**. The City understands that acceptance of the Funds under this Agreement acts as acceptance of the authority of the Texas State Auditor' Office, or any successor agency, to conduct an audit or investigation in connection with the Funds. The City further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The City will ensure that this clause concerning the authority to audit funds received indirectly by contractors through the City and the requirement to cooperate is included in any contract awards. (*See*, Texas Government Code, section 2262.154.)

b. **Uniform Grant Management Standards.** The City acknowledges that this Agreement and the City's use of Funds are subject to the Texas Uniform Grant Management Standards. The Uniform Grant Management Standards are found at https://comptroller.texas.gov/purchasing/grant-management/.

c. **Compliance with State Laws and Regulations.** The City's expenditures of the Funds shall be in compliance with applicable state laws and regulations.

d. **No Debt.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas and/or TPWD in violation of Article III, Section 49 of the Texas Constitution.

e. **Appropriated Funds.** If any funds transferred from TPWD to the City are not spent in accordance with this Agreement, House Bill 1, or other law, TPWD may require the City to reimburse to TPWD any funds transferred from TPWD to the City that are not spent in accordance with this Agreement, House Bill 1, and other law.

f. **Notices.** Notices under this Agreement must be in writing and directed to the person executing this Agreement for that Party with a copy to the following point of contact.

For TPWD:
General Counsel
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, Texas 78744
Phone: (512) 389-4804
Fax: (512) 389-4814

For Pharr:
Cynthia Garza
Director of External Relations
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577
Phone: (956) 402-4000

Either Party may modify the point of contact upon written notice to the other Party.

g. **Controlling Law.** This Agreement is made and shall be interpreted under the laws of the State of Texas.

h. **Conflict Resolution.** The City and TPWD agree to work together to resolve all disputes. If the City and TPWD are unable to resolve disputes, then the provisions of Texas Government Code, Chapter 2260, will govern the disputes, to the extent applicable.

i. **Assignment.** This Agreement is not assignable without the prior written consent of the other party.

j. **Amendment.** This Agreement may be amended by written Agreement signed by both parties.

k. **No Waiver of Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver of sovereign immunity by TPWD or City.

l. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties with respect to its subject matter, and supersedes all other prior negotiations, agreement and understandings concerning the subject matter of this Agreement.

m. **Term.** This Agreement will commence upon execution by both Parties hereto and will terminate on August 31, 2021, unless terminated under the terms of the Agreement prior to that date.

n. **Termination.** This Agreement may be terminated by either Party, with or without cause upon thirty days written notice of termination.

o. **Authority to Enter into Agreement.** Each individual executing this Agreement certifies that he or she has authority to enter into this Agreement on behalf of the specified party.

AGREED:

Texas Parks and Wildlife Department	City of Pharr
_____	_____
By: Carter P. Smith	By: Alex Meade
Executive Director	City Manager
Date: _____	Date: 9/30/19

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.D.
DATE SUBMITTED: October 1, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on soliciting a scope and fee proposal from an Engineering Firm on the approved Engineering Service Pool list and authorizing City Manager to negotiate and enter into an agreement for Professional Traffic Engineering Consulting Services regarding the I-2/I-69 Interchange Project.(Project #1920-01-528-S001-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr is in need of Professional Traffic Engineering Consulting Services to evaluate the current design schematic of the proposed Pharr I-2/I-69 Interchange Project and the impact it will have on the City of Pharr and propose design alternatives that will address the City of Pharr concerns with the current desgin.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/1/2019
Omar Anzaldua	Approved - 10/1/2019
Veronica Gutierrez	Approved - 10/1/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.E.
DATE SUBMITTED: October 1, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on soliciting a scope and fee proposal from the approved list of Water/Wastewater Engineering Service Pool and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of a new Raw Water Reservoir Project.(Project #1920-01-528-S002-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The existing raw water reservoir has a storage capacity of approximately 70-Milliion gallons (MG) which corresponds to approximately 8-days of raw water storage given the current demands of 8.4mgd. The required storage capacity per TCEQ is approxiamtely 21-days of stored capacity, thus a new raw water reservoir is needed to meet the the TCEQ raw water capacity requirements.

Financial Consideration: Estimated Fees:
Planning $50,000
Design $213,000
Construction Engineering $155,000
Surveying $35,000
Geotechnical $18,000
Testing $36,000

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua Created/Initiated - 10/1/2019

Omar Anzaldua	Approved - 10/1/2019
Veronica Gutierrez	Approved - 10/1/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.F.
DATE SUBMITTED: October 1, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on soliciting a scope and fee proposal from the approved Engineering Service Pool list and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of the South Region Interceptor Project.(Project #1920-01-528-S003-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: This project would eliminate Lift Station 30 and 26. These two facilities are beyond repair and have reached their intendend design life.

Financial Consideration: Estimated Fees:
Planning $30,000
Design $430,000
Construction Engineering $155,000
Surveying $20,000
Geotechnical $12,000
Testing $24,500

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/1/2019
Omar Anzaldua	Approved - 10/1/2019
Veronica Gutierrez	Approved - 10/1/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/4/2019

City Management Office Final Approval - 10/4/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.G.
DATE SUBMITTED: October 1, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on soliciting a scope and fee proposal from and Engineering Firm on the approved list of Engineering Service Pool and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of a North/South Roadway (North Canna St). connecting FM 495 to West Bound IH-2 Frontage Rd.(Project #1920-01-528-S004-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: In preparation for the upcoming TXDOT widening of the IH-69/IH-2 Interchage Project, the City of Pharr is requesting to begin the planning and design process to acquire the needed right of way for the construction on a north/south roadway roadway that will connect FM 495 to the west bound IH-2 Frontage Rd.

Financial Consideration: Estimated Fees:
To be determined.

Staff Recommendation: Staff recommends approval.

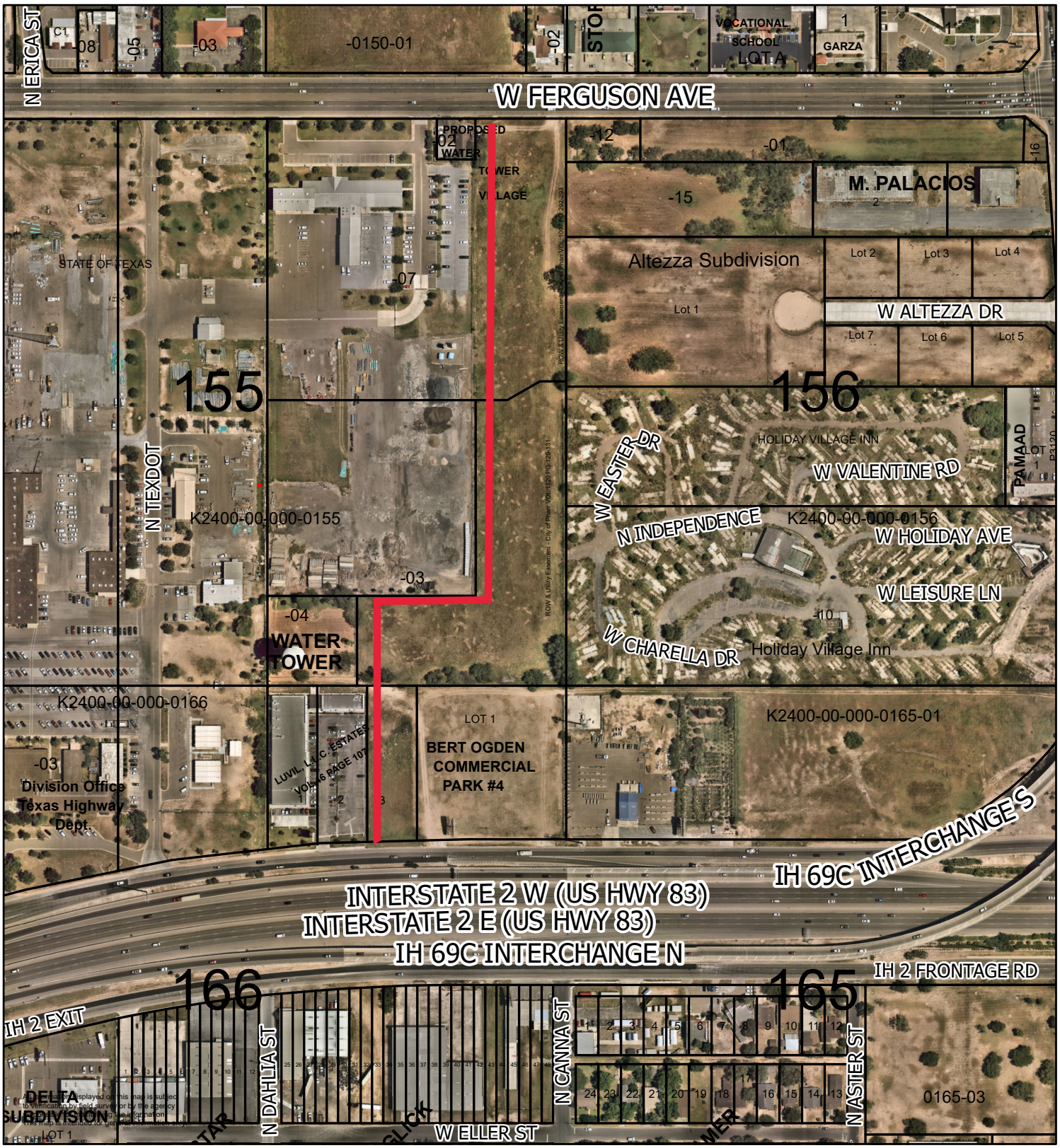
Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/1/2019
Omar Anzaldua	Approved - 10/1/2019
Veronica Gutierrez	Approved - 10/1/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

City of Pharr

N. Cannas St



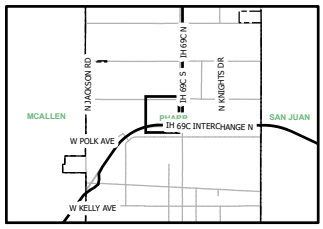
Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/1/2019

Scale: 1 inch = 300 feet

0 150 300 600 900 1,200 Feet



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.H.
DATE SUBMITTED: October 1, 2019
MEETING DATE: October 7, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on soliciting a scope and fee proposal from an Engineering Firm on the approved Engineering Service Pool list and authorizing City Manager to negotiate and enter into an agreement for Professional Engineering Services for the design of a North/South Roadway (North Fir St). connecting FM 495 to West Bound IH-2 Frontage Rd.(Project #1920-01-528-S005-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: In preparation for the upcoming TXDOT widening of the IH-69/IH-2 Interchage Project, the City of Pharr is requesting to begin the planning and design process to acquire the needed right of way for the construction on a north/south roadway roadway that will connect FM 495 to the west bound IH-2 Frontage Rd.

Financial Consideration: Estimated Fees:
To be determined.

Staff Recommendation: Staff recommends approval.

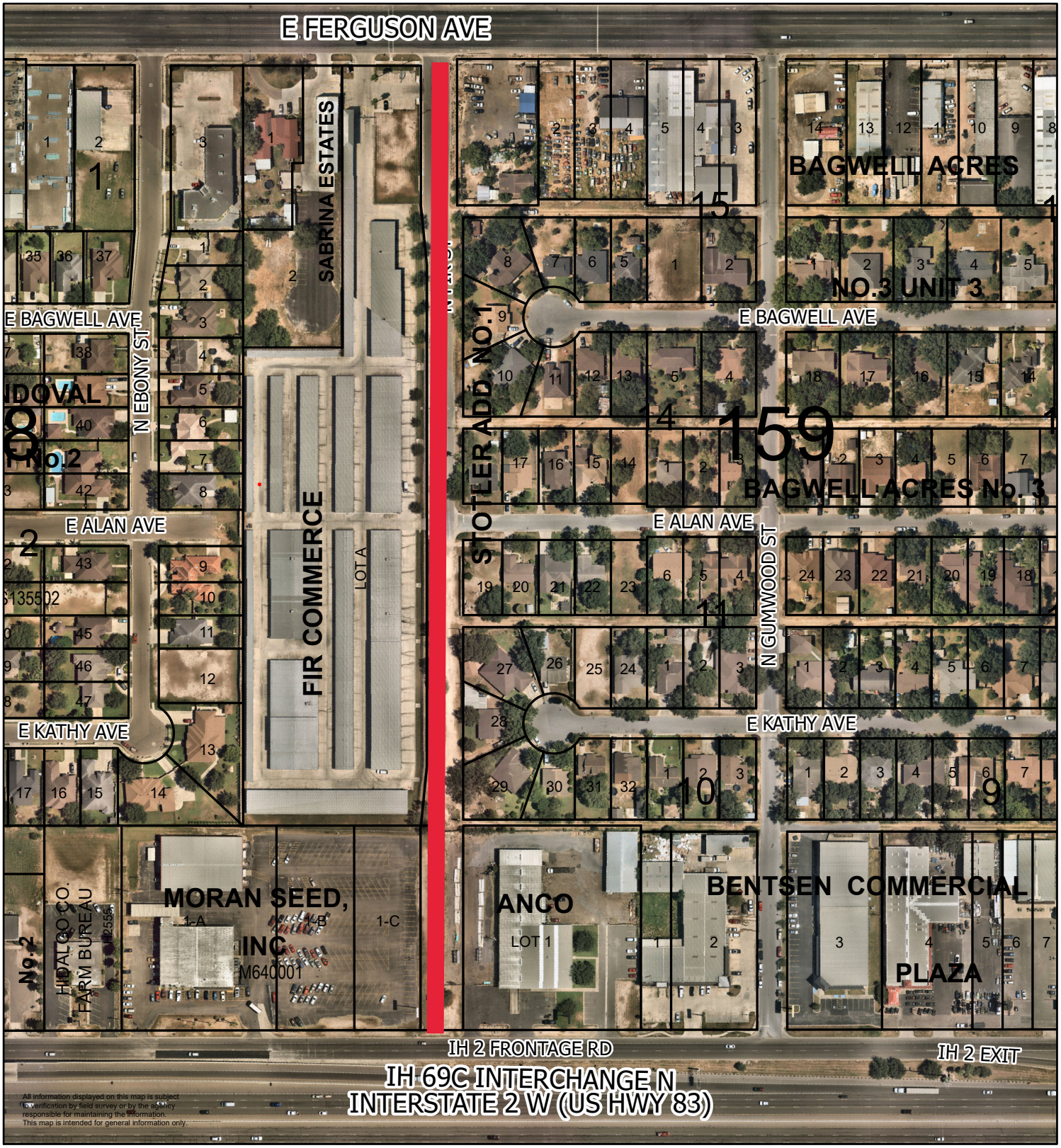
Alternatives:

ROUTING:

Omar Anzaldua	Created/Initiated - 10/1/2019
Omar Anzaldua	Approved - 10/1/2019
Veronica Gutierrez	Approved - 10/1/2019
Patricia Rigney	Approved - 10/2/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

City of Pharr

N. Fir St.



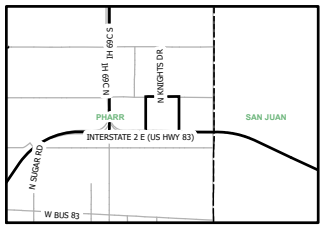
Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/4/2019

Scale: 1 inch = 226 feet

0 112.5 225 450 675 900 Feet



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.I.
DATE SUBMITTED: October 2, 2019
MEETING DATE: October 7, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Aluminum Sulfate Liquid Polymer Blend and Liquid Ammonium Sulfate. (Project #1819-60-582-SP005-011)

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: The Chemical Supply contract is needed for Water Treatment Plant.

Financial Consideration:

Staff Recommendation: Staff recommends approval to award a Supply Contract for Liquid Ammonium Sulfate and Aluminum Sulfate Liquid Polymer Blend to the low bidder, Chemtrade Chemical from Parisppany, NJ for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years in one (1) year increments subject to satisfactory performance.

Alternatives:

ROUTING:

Diana Martinez	Created/Initiated - 10/2/2019
Jose Villescas	Approved - 10/3/2019
Veronica Gutierrez	Approved - 10/3/2019
Patricia Rigney	Approved - 10/4/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

CITY OF PHARR

SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE
GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE** (Circle one or all) for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**

2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".

3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).

4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.

5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.

6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.

7. It shall be the responsibility of the vendor to pay for any and all tests of **ITEM(S)** and repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated **ITEM(S).**

8. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

BIDDER'S MUST FILL-IN AND SUBMIT WITH FORMAL BID RESPONSE.

CITY OF PHARR SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE - CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

9. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Alex Meade, City Manager, City of Pharr.

Accepted this 9TH day of SEPTEMBER, 2019.

AUTHORIZED SIGNOR

PARUL KACHHHIA-PATEL

TYPE/PRINT NAME

MARKETING SPECIALIST

TITLE

CHEMTRADE CHEMICALS US LLC

LEGAL COMPANY NAME

CITY OF PHARR

OWNER

ALEX MEADE,
CITY MANAGER

WITNESS

PREPARED BY: MARITZA M.
REVIEWED BY: VERONICA G.

RECOMMENDED AWARD

City of Pharr

BID OPENING: September 20, 2019 at 3:00 p.m.
LOCATION: City Commission Room (2nd Floor)
PROJECT #1819-60-582-SP005-011
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF ALUMINUM SULFATE LIQUID POYMER BLEND AND LIQUID AMMONIUM SULFATE

				BIDDERS:	CHEMTRADE CHEMICALS PARISPPANY, NJ		BRENNTAG SOUTHWEST, INC. LANCASTER, TX		STERLING WATER TECHNOLOGIES LLC COLUMBIA, TN	
ITEM NO.	COMMODITY NO.	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	885-15-01001	LIQUID AMMONIUM SULFATE, DELIVERED	LIQUID LBS	500,000	$0.10	$52,200.00	$0.11	$54,550.00	$0.19	$97,350.00
2	885-15-01002	ALUMINUM SULFATE LIQUID POLYMER BLEND	LIQUID LBS	1,500,000	$0.09	$138,750.00	$0.09	$141,600.00	$0.00	$0.00
				TOTAL	$190,950.00		$196,150.00		$97,350.00	
				ADDENDUM	SUBMITTED		SUBMITTED		SUBMITTED	
				HARD COPY OF BID SUBMITTED	SUBMITTED		SUBMITTED		SUBMITTED	
				ELECTRONIC COPY OF BID SUBMITTED	SUBMITTED		SUBMITTED		SUBMITTED	

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.J.
DATE SUBMITTED: October 2, 2019
MEETING DATE: October 7, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Supply Contract for the Purchase and Delivery of Polymer. (Project #1819-60-584-SP004-011)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

The Chemical Supply contract is needed for Water Treatment & Wastewater Treatment Plant.

Financial Consideration:

Staff Recommendation:

Staff recommends approval to award a Supply Contract for Polymer Drum 55 to the low bidder, Fort Bend Services, Inc. from Woodland TX for a period of one (1) year. If awarded, staff is requesting authorization, with City Manager approval, to exercise the option to extend the contract for an additional two (2) years in one (1) year increments subject to satisfactory performance.

Alternatives:

ROUTING:

Diana Martinez Created/Initiated - 10/2/2019

Jose Villescas	Approved - 10/3/2019
Veronica Gutierrez	Approved - 10/3/2019
Patricia Rigney	Approved - 10/4/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

City of Pharr

RECOMMENDED AWARD

BID OPENING: September 20, 2019 at 2:00 p.m.

LOCATION: City Commission Room (2nd Floor)

PROJECT #1819-60-584-SP004-011 - SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF POLYMER

			BIDDERS:	FORT BEND SERVICES, INC. WOODLANDS, TX	CHEMNATION, INC WOODLANDS, TX
ITEM NO.	DESCRIPTION	TYPE	UOM	UNIT PRICE	UNIT PRICE
1	POLYMER DRUM, 55 GAL., (450 LBS) WWTP & WTP (8-14 DAYS DELIVERY)	BASE	LBS	$1.32	$1.33
2	POLYMER DRUM, 55 GAL., (450 LBS) WWTP & WTP (2-5 DAYS DELIVERY)	BASE	LBS	$1.42	$1.44
			TOTAL	$2.74	$2.77
			ELECTRONIC BID SUBMITTED:	SUBMITTED	SUBMITTED
			HARD-COPY BID SUBMITTED:	SUBMITTED	SUBMITTED
			ADDENDUM:	SUBMITTED	SUBMITTED

CITY OF PHARR

SUPPLY CONTRACT FOR PURCHASE OF POLYMER
GENERAL CONDITIONS AND AGREEMENT

1. Vendor proposes and offers to supply the City of Pharr with **POLYMER** (Circle one or all) for a period commencing on the date of award of the Supply Contract and ending one (1) year thereafter. **The City of Pharr reserves the right to extend this contract for two (2) additional years in one (1) year increments if the performance of the successful bidder is satisfactory and the unit prices remains unchanged.**

2. Vendor agrees to meet and abide by all requirements as noted on the "Instructions to Bidder", "Specifications", and "Bid Form(s)".

3. It shall be the responsibility of the vendor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of **ITEM(S)** and the transferring of same into the City's designated area(s).

4. It shall be the responsibility of the vendor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law.

5. Neither the vendor nor his/her employees engaged in the delivery of **ITEM(S)** to the City's designated area(s) shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor's delivery personnel. The City shall have the right of inspection of any and all **ITEM(S)** at any and all delivery points, before & after the actual delivery of **ITEM(S)**.

6. Vendor shall furnish the City of Pharr with factual information referenced to existence of company and a list of Cities presently being serviced. A laboratory test report of the **ITEM(S)** being bided from an accredited testing laboratory company shall also accompany the bid.

7. It shall be the responsibility of the vendor to pay for any and all tests of **ITEM(S)** and repair expenses incurred by the City of Pharr as a result of inferior and/or contaminated **ITEM(S).**

8. The City of Pharr reserves the right to terminate this contract when in the opinion of the City, the performance of the vendor and/or the quality of the **ITEM(S)** being delivered are not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of fifteen (15) days to become effective.

BIDDER'S MUST FILL-IN AND SUBMIT WITH FORMAL BID RESPONSE.

CITY OF PHARR SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF POLYMER - CONTRACT GENERAL CONDITIONS AND AGREEMENT Continued:

9. This is a bid and offer by vendor to the City of Pharr and shall not be binding upon the City unless accepted and signed by Mr. Alex Meade, City Manager, City of Pharr.

Accepted this _____ day of _____, 2019.

David James

AUTHORIZED SIGNOR

David James

TYPE/PRINT NAME

Vice President of Sales

TITLE

Fort Bend Services, Inc.

LEGAL COMPANY NAME

CITY OF PHARR

OWNER

ALEX MEADE,
CITY MANAGER

WITNESS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.K.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to award Alvarado Architects design services and construction management for the golf course renovation project.

Classification: Regular

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

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

Issue: Staff is requesting approval to award Alvarado Architects for the renovation of the golf course clubhouse for the use of rental.

Financial Consideration: Financial consideration will be $20,000.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 10/4/2019
Sergio Alanis	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.L.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a contract for event planning services for the City of Pharr Christmas Posada.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/4/2019
Patricia Rigney	Approved - 10/4/2019
Karla Moya	Approved - 10/4/2019
City Management Office	Final Approval - 10/4/2019

JHL

September 19, 2019

Mr. Alex Meade
City of Pharr
118 S. Cage Blvd
Pharr, TX 78577

Via Email

Dear Alex:

We are pleased to confirm our engagement to represent you in planning the Pharr Christmas Posada. JHL Group, Inc. offers a full range of services in areas such as event planning, traditional and digital communications, and public affairs and we are available to represent you in any other matters upon your request. If you would like us to represent you on other matters, such representation should be the subject of additional discussions.

At the outset, it is necessary for me to clearly communicate that you have retained JHL to work with you on planning the Pharr Christmas Posada.

We have determined that an important factor in maintaining the trust and confidence of our clients is clearly communicating the scope of our engagement and our procedures for billing and payment. This letter attempts to fulfill the same. Please review it carefully and if you have no questions, sign the enclosed duplicate and return it to me. If you have any questions, please do not hesitate to contact me.

IDENTIFICATION OF CLIENT.

With respect to the matters set forth in this letter, you are our client and JHL will report to you and your designated point person for the event, Anali Alanis.

SCOPE OF ENGAGEMENT AND EXPECTATIONS.

JHL will plan a fun, engaging and community centered-family oriented Christmas Posada for the Pharr community to enjoy and something the City leadership will be proud to host as a banner event for their community. The event will be held December 14, 2019 in Pharr, Texas.

Scope of Services

JHL will fully manage event planning and execution. The event will be a beautiful, engaging, fun and tastefully produced. It will be a fun event for all guests while being true to your goals and values, focused on the little details, and most importantly making the experience memorable and special for the entire community.

JHL

JHL will manage the full scope of the event design, event branding, planning, logistics coordination and logistics execution.

Event Planning Detailed Scope of Services

Project Management

- Provide start-to-finish event planning and management
- JHL will secure and manage all vendors and suppliers and forward all contracts for execution.
- Consult with you to determine an event theme, look and feel, and all creative elements to make the event WOW and be memorable
    - We will be sure to pay attention to what has worked well in the past, respecting those important successes while also bringing fresh ideas and out of the box thinking to the event
- Develop and manage a timeline to manage event planning execution
    - JHL will communicate updates to you as necessary and assist in meeting any decision deadlines
- Develop and manage the event budget
    - All expenditures will be tracked to budget
- JHL will create an event staffing plan for event day incorporating city employees (as desired since you may want them to enjoy the event as an attendee), contractors and community vounteers.

Event Management

Pre-Event

- Ensure the event theme and look and feel are implemented throughout every detail of the event, used to generate excitement and the WOW effect
- Create a detailed event logistics plan including a timeline and line-by-line schedule for the event beginning at load in and through load out.
- Develop and manage a communications plan for attendees, artists/talent/entertainment, etc
- Work with community law enforcement and emergency services for security and safety plans
- Oversee execution of all event logistics
- Design event layout
- Coordinate with and manage contractors/vendors on set-up, food and beverage, seating, music, production, and event timeline execution
- Develop and manage the event budget
- Serve as project manager and central point of contact for vendors, attendees, talent, etc.
- Outline and communicate roles and responsibilities for all participating vendors, entertainment, contractors, etc.

Day of Event

- Coordinate special arrangements for disabled guests including seating, sign language, restrooms, etc. (as needed)
- Manage all on-site vendor load-in and execution of event plan including all logistics, rentals, food and beverage, entertainment, decor set-up, etc.
- Manage all vendor load out.
- Serve as central point of contact for vendors, speakers, talent, etc.
- Manage set-up including advance staffing to check and double-check that everything is set and ready

JHL

- Oversee event logistics execution
- Manage program flow and coordinate event program execution

Post Event

- Secure final invoices from all vendors in a timely manner, audit against bids and forward for payment.

Staffing for Event Planning Services

- JHL will provide senior leadership to oversee the execution of services
- JHL will provide an associate team member to manage day to day execution of services
- JHL will provide at least one senior team member and two associate team members on event day to fully manage event execution

Compensation and Term

Based on your needs, we will offer a team approach including strategic leadership, event planning and project management, consulting and daily execution. The fee for JHL services is 15% of the total event budget. A deposit of $10,000 is due upon contract execution and that deposit will be reflected as a credit in the final invoice. All invoices are due upon receipt. Contract term is September 23, 2019 – December 31, 2019.

All expenses associated with the execution of services are the responsibility of the Client. JHL will contract with all vendors and suppliers and forward to you to process all payments directly. Should JHL incur any expenses on your behalf, we will invoice expenses for reimbursement with a 20% mark-up to cover administrative costs.

We are so grateful for your friendship and business. It is our honor to plan this special event on your behalf. Thank you for placing your trust in us. We are excited to work on your behalf.

Sincerely,

Jennifer Stevens

Jennifer Stevens

Date: 9/19/19

Jennifer Stevens, President
JHL Group, Inc.
Tax ID #: 27-0470099

ACKNOWLEDGED, AGREED AND CONSENTED:

JHL

By: _____ Date: 9/23/19

Alex Meade, City Manager

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 10.M.
DATE SUBMITTED: October 4, 2019
MEETING DATE: October 7, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into contracts for city events and festivals.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: In order to streamline the approval process staff is recommending that the City Commission grant the city manager the authority to negotiate and enter into contract for city events and festivals. Events such as Christmas Posada, Hubfest, etc require entertainment, booths, carnivals, etc.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 10/4/2019
City Management Office	Final Approval - 10/4/2019