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

**A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES:** *(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.*

**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 October 21, 2019 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on Ordinance amending Ordinance O-2019-30 pertaining to public testimony. ***(3rd and Final Reading)*** (ADMINISTRATION)

C) Consideration and action on Resolution entering into an agreement with the Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from Polk Avenue to Ridge Road for the Annual Veteran's Day Parade on Saturday, November 9, 2019 from 8:00 a.m. to 12:00 midnight. (PUBLIC WORKS)

D) Consideration and action on Resolution entering an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for P-SJ-A Centennial 5K/10K Run/Walk on Saturday, November 16, 2019 from 6:00 a.m. to 11:00 a.m. (PARKS)

E) Consideration and action authorizing City Manager to advertise for sealed bids for the purchase of active wear and uniforms for the Fire Department. (Project #1920-01-515-P001-268) (FIRE)

F) Consideration and action authorizing City Manager to advertise for sealed bids for the purchase of Breathing Air Compressors for the Fire Department. (Project #1920-01-515-P002-051) (FIRE)

G) Consideration and action authorizing City Manager to advertise for formal sealed bids for the Pick Up of Used Tires & Scrap Tire Removal & Disposal/Recycling Services. (Project #1920-01-517-S007-257) (PUBLIC WORKS)

H) Consideration and action authorizing City Manager to advertise for formal sealed bids for the Purchase & Delivery of HMAC, Cold Mix, and Caliche. (Project #1920-01-517-SP001-101) (PUBLIC WORKS)

I) Consideration and action authorizing City Manager to extend the Supply Contract with L&R Ready Mix, LLC for the Purchase & Delivery of Concrete Mix. (Project No. 1718-01-528-1PQ044-126) (PUBLIC WORKS)

J) Consideration and action on Development Services Cases:

1. Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Jackson Road, Suite 6. **CUP#170948**

2. Quinta Real Events, LLC 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 a 0.18 acre tract of land, more or less, out of Lot 1 and 2, save and except the S32' out of Lot 2, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2620 South Gardenia Street. **CUP#180864**

3. Carmen Aurelia De La Fuente has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being a 0.96-acre tract of land, more or less, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1307 West Greg Drive. **COZ#190962**

4. Mario Martinez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 20, Las Brisas del Sur Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 324 West Siesta Street. **COZ#190963**

K) PLATS:

1. Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting final plat approval of the proposed Pharr Bridge Business Park Phase II Subdivision. The property is legally described as being 12.83 acres being a part or portion of Lots 377 and 378, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of West Zaragosa Drive. **SUB#171233**

## REGULAR AGENDA - OPEN SESSION:

## 7. ORDINANCES AND RESOLUTIONS:

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

B) Consideration and action, if any, on Ordinance amending Ordinance O-2019-18 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(1st Reading)*** (HR)

C) Consideration and action, if any, on Resolution submitting entitlement votes for candidate(s) to the Appraisal District Board of Directors 2020-2021. (ADMINISTRATION)

D) Consideration and action, if any, on Resolution amending the boundaries of the Historic Downtown Main Street District. (DEVELOPMENT SERVICES)

E) Consideration and action, if any, on Resolution authorizing Publication of Notice of Intention to Issue Certificates of Obligation in an Aggregate Principal Amount not to exceed $25,000,000. (FINANCE)

F) Consideration and action, if any, on Resolution authorizing the reimbursement of expenditures on certain City Capital Projects to include a Natatorium with City of Pharr, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019. (FINANCE)

## 8. ADMINISTRATIVE:

A) Consideration and action, if any, rejecting sole bid for the South Pharr Development and Research Center Time Capsule (Project No. 1819-01-528-C017-206) (ENGINEERING)

B) Consideration and action, if any, on acceptance of the Pharr Information Technology Office Room Additions Project and Release Retainage in the amount of $8,464.44. (Project# 1819-39-510-C014-001) (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). ***(Tabled)*** (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) ***(Tabled)*** (ENGINEERING)

**10. CONTRACTS/AGREEMENTS:**

A) Consideration and action, if any, authorizing City Manager to continue maintenance and support services agreement with Frontera Consulting for the South Pharr Pilot Wi-Fi Project. (Project #1819-01-518-IPQ008-001) (IT)

B) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and PSJA ISD for participation in the RGV Cybersecurity Regional Pathway Network developed through a grant working with cross-sector partnerships. (IT)

C) Consideration and action, if any, on authorizing City Manager to enter into an agreement with Purpose Driven Polygraph Investigative Consultant for polygraph services for the Pharr Police Department. (Project #1920-01-512-S008-001) (POLICE)

D) Consideration and action, if any, authorizing City Manager to award a Service Contract for the City-Wide Lawn and Landscaping Services. (Project #1819-01-522-S032-312) (PURCHASING)

**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 1st day of November 2019 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

**WITNESS MY HAND AND SEAL, this 1st day of November 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**

**IN RECOGNITION OF MUNICIPAL COURT WEEK**

**November 4-8, 2019**

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas and the great City of Pharr;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the City of Pharr is committed to the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, the City Council recognizes the Constitution and laws of the State of Texas, and supports the Municipal Court of the City of Pharr in complying with such legal requirements.

**NOW, THEREFORE BE IT PROCLAIMED** BY THE CITY COUNCIL OF THE CITY OF PHARR THAT THE WEEK OF NOVEMBER 4-8, 2019 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO THE CITIZENS OF PHARR BY THE MUNICIPAL COURT OF THE CITY OF PHARR.

PASSED AND APPROVED ON THIS THE ____ DAY OF NOVEMBER 2019.

_____

MAYOR

ATTEST:

_____

CITY SECRETARY

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 4.A.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 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:**

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**ROUTING:**

Hilda Pedraza Created/Initiated - 10/30/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.A.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT**: Engineering

**DIRECTOR:**

**Agenda Item:** City Engineer's Report

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** City Engineer's Report

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Omar Anzaldua | Created/Initiated - 10/31/2019 |
| Omar Anzaldua | Approved - 10/31/2019 |
| City Management Office | Final Approval - 11/1/2019 |

## 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

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|---|---|
| | |
| **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:** | 228.89% |

**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:** | 228.89% |
| **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:** | 228.89% |

**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:** | 228.89% |
| **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:** | 164.58% |
| **Description:** Renovations of an approximately 16,000 s.f. facility and | | | |
| **Status:** Construction is Ongoing | | | |
| **Pictures:** | | | |

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|---|---|---|---|
| **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:** | 200.48% |

**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:** | 608.33% |

**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:** | 428.38% |
| **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:** | 90.64% |
| | | | |
| **Status:** Construction is ongoing | | | |
| **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-

**Status:** Construction is ongoing.

**Pictures:**

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.B.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 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:**

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**ROUTING:**

Hilda Pedraza Created/Initiated - 10/30/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.A.
**DATE SUBMITTED:**
**MEETING DATE:** November 4, 2019

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** Approval of Minutes for October 21, 2019 Regular Called Meeting.

**Classification:** Closed Session

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Minutes for meeting held on Monday, October 21, 2019.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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**ROUTING:**

Hilda Pedraza
City Management Office

Created -

**MINUTES**
**BOARD OF COMMISSIONERS**
**REGULAR CALLED MEETING**
**MONDAY, OCTOBER 21, 2019**
**118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 21, 2019 and following is the record of attendance.

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

**ITEM 1. CALL TO ORDER**

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

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

Comm. Carrillo **moved** to excuse the absent members. Comm. Chavez 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 ARBOR DAY**

Allen Williams, Parks and Recreation Board member, spoke about the value of trees and encouraged the planting of trees at city/school parks and during Rio Reforestation days.

Mayor Hernandez read proclamation proclaiming November 2, 2019 as Arbor Day and presented proclamation to Mr. Williams.

At this time Mayor Hernandez called upon Pete Alvarez, TxDOT District 21 Engineer. Mr. Alvarez provided an update on the I-2/I-69 Interchange Project. He stated the proposed project limits on I-2 were from 2nd Street in McAllen to Stewart Rd. in San Juan and on I-69C from Nolana Loop to I-2 in Pharr. He further stated the project will include a two-lane direct connectors and on and off ramps to optimize mobility. He stated an engineering analysis was being done on the on and off ramp at Jackson Road and turnaround at Sugar Road. He further stated this was a 3-year project and construction would begin in April or May 2020.

At this time, Alex Meade, City Manager recognized Bibyana Morales. He stated Ms. Morales represented our state of Texas at Miss Teen USA Belleza Internacional and won. She then advanced to the international pageant held in the Dominican Republic and was crowned Miss Teen Belleza Internacional on September 14, 2019.

**ITEM 3. PUBLIC TESTIMONY**

There were no comments from the public.

**ITEM 4. PUBLIC HEARINGS**

**A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES**

DRAFT

Mayor Hernandez 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 OCTOBER 2019**

Alex Meade, City Manager, introduced the item and stated City of Pharr showed an increase of 14% compared to last October 2018 collections. He briefly stated the City ranked number nine this month compared to nine other cities in the Valley but ranked number one in collections year-to-date.

**B) SUBMISSION OF TAX COLLECTION REPORT FOR SEPTEMBER 2019**

Alex Meade, City Manager, introduced the item and stated current tax collections as of September 2019 were $18,407,684 or 96.20% collected out of this year's levy. He briefly stated this was a 0.04% increase compared to last year.

**C) CITY EVENTS OF INTEREST**

Alex Meade, City Manager, reported the Pharr Memorial Library would be hosting their Annual Haunted House on October 24-25, 2019 and stated admission was free but tickets were required. He further reported tickets could be picked-up at the Pharr Memorial Library Children's Department and additional information was available by calling the library to 956-402-4650.

Alex Meade, City Manager, reported Parks and Recreation would be hosting their Movies at the Park on Saturday, October 26, 2019 at Victor Garcia Park and a Nightmare on Fir Street event on October 30, 2019 at the Pharr Aquatic Center. He further reported the Pharr Police Department would be hosting their annual Pharr Phall Festival on Thursday, October 31, 2019 at Lorenzo Garcia Park.

Alex Meade, City Manager, further reported City of Pharr partnered with STC to provide area high schools with cybersecurity training to increase interest in this field. He stated two presentations would be provided on October 29, 2019 at two facilities.

At this time, Comm. Carrillo stated Southwest Early College High School, Raiders High School, and T-STEM High School were assisting the City of Pharr with the three major infrastructure projects. He stated the students would be at the next City Commission meeting to present their project name and logo for each assigned project.

DRAFT

**ITEM 6. CONSENT AGENDA**

**A) APPROVAL OF MINUTES FOR OCTOBER 7, 2019 REGULAR CALLED MEETING (ADMINISTRATION)**

**B) CONSIDERATION AND ACTION ON REQUEST FROM RICK QUICK STOP TO CLOSE THE 400 BLOCK OF WEST STATE AVENUE ON SATURDAY, NOVEMBER 23, 2019 FROM 3:00 P.M. TO 6:00 P.M. FOR THEIR ANNUAL CUSTOMER APPRECIATION DAY (ADMINISTRATION)**

**C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2019-30 PERTAINING TO PUBLIC TESTIMONY *(2ND READING)* (ADMINISTRATION)**

**D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O- 2017-35 ADDING AN ADVERSE INCIDENT PAY POLICY TO THE PERSONNEL POLICY MANUAL *(3RD AND FINAL READING)* (HR)**

**E) 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. *(3RD AND FINAL READING)* (DEVELOPMENT SERVICES)**

**F) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**

1. **TOPGOLF USA PHARR, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 15.347 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 1, TOP GOLF PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 1900 BLOCK OF WEST INTERSTATE HIGHWAY 2. CUP#170846**

2. **STEFANO'S PIZZA EXPRESS, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.06 ACRES, MORE OR LESS, OUT OF LOT 4A, REPLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 & 4 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 500 NORTH JACKSON ROAD, SUITE N-3. CUP#190536**

**G) PLATS:**

DRAFT

1. **SAM ENGINEERING & SURVEYING, REPRESENTING JACINTO CANO REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CRYSTAL CANO SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1-LOT SUBDIVISION OUT OF A 0.76 ACRE TRACT OF LAND AND BEING A PART OR PORTION OF LOT 11, SING'S SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT THE 3100 BLOCK OF SOUTH GARDENIA STREET. SUB#160720**

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

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

Ordinance Nos. O-2019-43 and O-2019-44 are filed with the City Clerk's Office.

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

**ITEM 12. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW**

The time being 4:23 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

**ITEM 13. RECONVENE**

The time being 5:48 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**REGULAR AGENDA - OPEN SESSION**

**ITEM 7. ORDINANCES AND RESOLUTIONS**

**A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING AND APPROVING A TAX EXEMPT LOAN AGREEMENT WITH LONE STAR NATIONAL BANK FOR THE PHARR NATATORIUM PROJECT AND THE**

**NOTE ASSOCIATED WITH SUCH LOAN; AND AUTHORIZING OTHER MATTERS RELATING THERETO (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item. He requested to remove tax exempt and recommended approval of the loan agreement.

Comm. Carrillo **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried by a majority vote of (4) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

Resolution No. R-2019-55 is filed with the City Clerk's Office.

**B) CONSIDERATION AND ACTION ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PHARR COMPREHENSIVE PEDESTRIAN SAFETY & WELLNESS PLAN, CSJ: 0921-02-389 (ENGINEERING)**

Alex Meade, City Manager, introduced the item. He briefly explained this was for the city project and recommended approval.

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

Resolution No. R-2019-56 is filed with the City Clerk's Office.

**C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING /RE-APPOINTING FIVE (5) REGULAR MEMBERS AND ONE (1) EX-OFFICIO MEMBER TO THE TIERRA DEL SOL GOLF CLUB ADVISORY BOARD (PARKS)**

Alex Meade, City Manager, introduced the item and stated the terms of current members would expire and appointment of an ex-officio member was needed at this time. He stated all members had expressed interest in continuing serving and recommended approval.

Mayor Hernandez **moved** to reappoint Juan Willingham, George Gonzalez, Oscar Villagomez, Javier Martinez, and Mario Lizcano as regular members and Comm. Roberto Carrillo as ex-officio member. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-57 is filed with the City Clerk's Office.

**D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING. (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item. He briefly explained the City recently changed the street name from Rancho Blanco Road to Javelina Drive and property was needed to install new signage. He further stated staff recommended approval.

Comm. Chavez **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried by a majority vote of (4) ayes and one (1) abstention. Comm. Carrillo abstained from voting.

Resolution No. R-2019-58 is filed with the City Clerk's Office.

**ITEM 8. ADMINISTRATIVE**

**A) 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) *(TABLED)* (ENGINEERING)**

Alex Meade, City Manager, introduced the item and stated item would remain tabled.

**B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 AND ACCEPTANCE OF THE W. ZARAGOSA DR. AND S. SUGAR RD. CONCRETE PAVING IMPROVEMENTS PROJECT AS COMPLETE AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RELEASE OF RETAINAGE IN THE AMOUNT OF $58,994.20 (PROJECT # 1819-86-510-C010-202) (ENGINEERING)**

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

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

**C) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE MOORE RD. 24" SANITARY SEWER IMPROVEMENTS (EMERGENCY REPAIRS) (PROJECT #1819-61-587-C003-001) AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF $49,942.20 (ENGINEERING)**

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

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

At this time, Alex Meade, City Manager, stated they would deviate from the agenda and go to item 9.A. There was no objection.

**ITEM 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) *(TABLED)* (ENGINEERING)**

Alex Meade, City Manager, introduced the item and stated item would remain tabled.

**B) CONSIDERATION AND ACTION, IF ANY, ON ACQUISITION OF HIDALGO COUNTY IRRIGATION DISTRICT #2 EASEMENT (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item and stated the easement was located along W. Sioux Road and recommended approval.

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

**ITEM 10. CONTRACTS/AGREEMENTS**

**A) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF AGREEMENT BETWEEN CITY OF PHARR AND PEACE & THORNTON PARTNERSHIP FOR PHARR EVENTS CENTER OVERFLOW PARKING (PROJECT #1819-65-510-IPQ011-001) (EVENTS CENTER)**

Alex Meade, City Manager, introduced the item and briefly explained this was the parking lot by the hotel and requested to extend the lease agreement on a month-to-month basis for a year.

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

**B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH HALFF ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF PHARR DRAINAGE MASTER PLAN (PROJECT #1920-01-528-S006-001) (ENGINEERING)**

Alex Meade, City Manager, introduced the item. He briefly stated a master drainage plan was needed to assess the flood risks located within city limits and a prioritized Capital Improvement Project list would be included in the Master Drainage Plan. He further recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER AMEND THE CONTRACT WITH GARCIA INFRASTRUCTURE CONSULTANTS, LLC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES OF THE SANITARY SEWER UTILITY ADJUSTMENTS RELATED TO THE REGIONAL LINEAR PARK HIKE AND BIKE TRAIL, I-ROAD TUNNEL CROSSING CONFLICT (PROJECT #1718-01-510-S025-001) (ENGINEERING)**

Alex Meade, City Manager, introduced the item and stated the project required an amendment of $8,000. He further stated the revised contract amount was $20,000 and recommended approval.

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

**ITEM 11. LEGAL**

**D) CONSULTATION WITH LEGAL REGARDING CAUSE NO. C-4349-17-B, CITY OF PHARR V. SAENZ UTILITIES CONTRACTORS, ET. AL. (LEGAL)**

Mayor Hernandez introduced the item and stated no action was needed on this item.

**ITEM 8. ADMINISTRATIVE**

**D) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON THE CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item. He stated the City of Pharr was always looking for ways to improve its structure, whether it was by attending trainings or by identifying individuals within the City that will help strengthen the organizational flow within the City.

At this time, Mr. Meade announced two Assistant City Managers would be added to the City's organizational structure. He stated Hilda Pedraza, City Clerk and Anali Alanis, HR Director, would now be serving in a dual capacity – keeping their current roles as well as the Assistant City Manager position. He further explained both would be going through a six-month Executive Career Enhancement Practicum where they would rotate through the departments.

Mayor Hernandez stated the City of Pharr was growing and always looking for people who were energetic and self-driven. He further stated some people were true leaders and once they get the tools they need, they become very productive. Therefore, based on the recommendation from City Manager and Deputy City Manager, he voted in favor that both ladies be out in these positions. City Commissioners congratulated them and stated this was a great move for the City and for both of them.

**ITEM 13. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Caballero seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:00 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS**

**COUNTY OF HIDALGO**
**CITY OF PHARR**

**ON THIS THE 21st DAY OF OCTOBER 2019** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Teas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.B.
**DATE SUBMITTED:** October 22, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT**: Administration

**DIRECTOR:** Alex Meade

**Agenda Item:** Consideration and action on Ordinance amending Ordinance O-2019-30 pertaining to public testimony. ***(3rd and Final Reading)***

**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:**

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## ROUTING:

| | |
|---|---|
| Hilda Pedraza | Created/Initiated - 10/22/2019 |
| Patricia Rigney | Approved - 10/23/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**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 #:** 6.C.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT**: Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action on Resolution entering into an agreement with the Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from Polk Avenue to Ridge Road for the Annual Veteran's Day Parade on Saturday, November 9, 2019 from 8:00 a.m. to 12:00 midnight.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Road Closure for Veterans Day Parade 2019

**Financial Consideration:**

**Staff Recommendation:** Staff Recommends Road Closure

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Ricardo Pedraza | Created/Initiated - 10/30/2019 |
| Leonardo Perez | Approved - 11/1/2019 |
| Jose Luengo | Approved - 11/1/2019 |
| City Management Office | New - |

Agreement No._____

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

## AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Pharr, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

### W I T N E S S E T H

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including 1691 S. CAGE, in HIDALGO, County; and

**WHEREAS**, the City has requested the temporary closure of 169C. S. CAGE FROM POLK AVE. TO RIDGE RD for the purpose of VETERANS DAY PARADE, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the City's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

**WHEREAS**, on the 4 day of NOVEMBER, 2019, the Pharr City Council passed Resolution / Ordinance No. R-2019-____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### A G R E E M E N T

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

**Article 3. OPERATIONS OF THE EVENT**

**A.** The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

**C.** The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**D.** The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**E.** The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

**F.** The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

**Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

**Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

**Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

**Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

**B.** In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

**Article 10. COMPLIANCE WITH LAWS**

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Agreement No._____

| City: | State: |
|---|---|
| CITY OF PHARR<br>118 S. CAGE BLVD<br>PHARR, TEXAS 78577 | Texas Department of Transportation |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CITY OF** Pharr
Executed on behalf of the City by:

By_____ Date 10-29-19
City Official

Typed or Printed Name and Title RICARDO PEDRAZA, PE
DIRECTOR OF PUBLIC WORKS

**THE STATE OF TEXAS**
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

# Exhibit A

# 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**


October 28, 2019

Pedro Alvarez, PE
Texas Department of Transportation
600 W. Expressway 83
Pharr, TX 78577

RE: Street Closure Permit for City of Pharr's Veteran's Day Parade

Dear Pharr District Engineer,

The City of Pharr will be celebrating its annual Veteran's Day Parade and will require State Road closure.

*We would like to request the following road closure:*

> ***The closure of U.S. 281 (S. Cage Blvd.) at 8:00 am Saturday November 9th, 2019 to 12:00 am Sunday November 10th, 2019. The road closure will be from Polk Ave. south to Ridge Road (approx. 1.7 miles).***

Location maps, Temporary Closure Agreement, letter from law enforcement department along with City Commission resolution have all been enclosed.

We appreciate and thank you in advance for your help with this matter. If you require any additional information, please do not hesitate to call our office at (956) 402-4350.
Respectfully submitted,

Ricardo Pedraza, PE

Director of Public Works
City of Pharr


**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**

**RESOLUTION R-2019-__**

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

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

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

That the closure of US 281 (Cage Blvd.) from Polk Avenue to Ridge Road on Saturday, November 9, 2019 for the purpose of conducting the Annual Veteran's Day Parade from 8:00 am to 12:00 midnight.

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

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

PASSED AND APPROVED this 4th day of November, 2019, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

# Exhibit B

# Pharr
## Police Department

Police Chief: Jose A. Luengo

October 28, 2019

Mr. Pedro Alvarez, PE
Pharr District Engineer
Texas Department of Transportation
600 W. Expressway 83
Pharr, Tx 78577

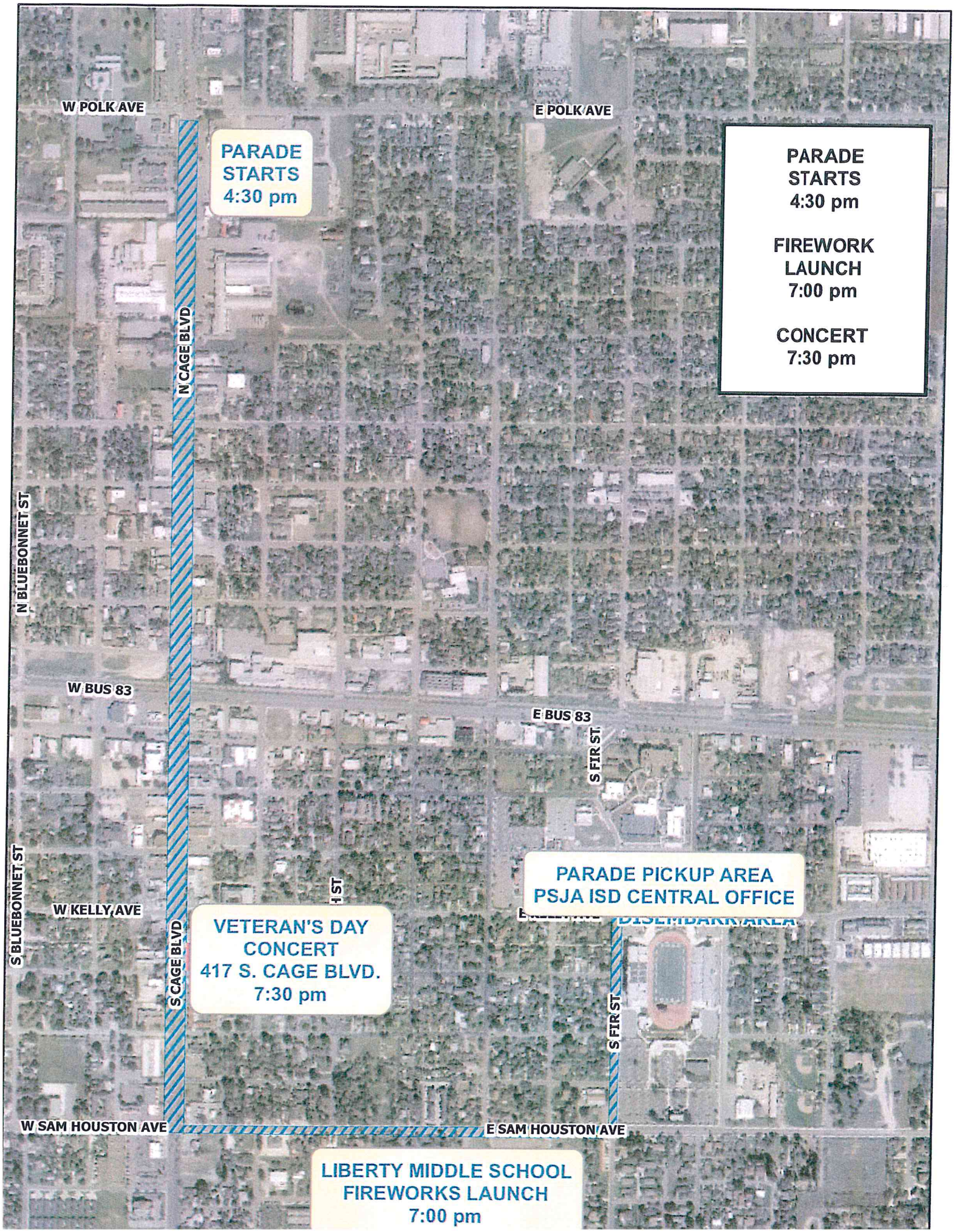
Mr. Alvarez,

The Pharr Police Department has reviewed the City of Pharr's map and traffic plan for the upcoming 2019 Veterans Day Parade. The Pharr Police Department supports and will assist with the State Road closure plan for this event. For further information, feel free to contact me.

Respectfully Submitted,

Jose A. Luengo
Chief of Police
(956) 827-3387
(956) 402-4794
joe.luengo@pd.pharr-tx.gov

**Exhibit C**


W POLK AVE
E POLK AVE
PARADE STARTS 4:30 pm
PARADE STARTS 4:30 pm
FIREWORK LAUNCH 7:00 pm
CONCERT 7:30 pm
N CAGE BLVD
N BLUEBONNET ST
W BUS 83
E BUS 83
S FIR ST
S BLUEBONNET ST
W KELLY AVE
PARADE PICKUP AREA
PSJA ISD CENTRAL OFFICE
VETERAN'S DAY CONCERT
417 S. CAGE BLVD.
7:30 pm
S CAGE BLVD
S FIR ST
W SAM HOUSTON AVE
E SAM HOUSTON AVE
LIBERTY MIDDLE SCHOOL
FIREWORKS LAUNCH
7:00 pm

**RESOLUTION R-2019-__**

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

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

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

That the closure of US 281 (Cage Blvd.) from Polk Avenue to Ridge Road on Saturday, November 9, 2019 for the purpose of conducting the Annual Veteran's Day Parade from 8:00 am to 12:00 midnight.

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

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

PASSED AND APPROVED this 4th day of November, 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 #:** 6.D.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Samantha Guzman, Administrative Assistant

**DEPARTMENT**: Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Consideration and action on Resolution entering an agreement with Texas Department of Transportation for closure of South U.S. 281 and East Old Business 83 for P-SJ-A Centennial 5K/10K Run/Walk on Saturday, November 16, 2019 from 6:00 a.m. to 11:00 a.m.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Pharr-San Juan-Alamo ISD. wishes to enter into an agreement with TXDOT for the Centennial 5K/10K Run/Walk.

**Financial Consideration:**

**Staff Recommendation:** City Commission approve this item.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Samantha Guzman | Created/Initiated - 10/31/2019 |
| Sergio Alanis | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**RESOLUTION R-2019-__**

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

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

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

That the closure of South U.S. 281 and East Old Business 83 for the purpose of conducting the P-SJ-A Centennial 5K/10K Run/Walk on Saturday, November 16, 2019 from 6:00 a.m. to 11:00 a.m.

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

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

PASSED AND APPROVED this 4th day of November 2019, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.E.
**DATE SUBMITTED:** October 29, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Leonardo Perez, Fire Chief

**DEPARTMENT**: Fire

**DIRECTOR:** Leonardo Perez

**Agenda Item:** Consideration and action authorizing City Manager to advertise for sealed bids for the purchase of active wear and uniforms for the Fire Department.(Project #1920-01-515-P001-268)

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Annual clothing allowance for uniforms and active wear for the Fire Department personnel as allowed by the Collective Bargaining Agreement

**Financial Consideration:** This is a budgeted item that has a balance of $40,000 for this fiscal year.

**Staff Recommendation:** This will allows is to standardize the uniforms and active wear bidding process to allow the best possible price to save monies for the betterment of the City.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Leonardo Perez | Created/Initiated - 10/29/2019 |
| Leonardo Perez | Approved - 10/29/2019 |
| Patricia Rigney | Approved - 10/30/2019 |
| Veronica Gutierrez | Approved - 10/30/2019 |
| Karla Moya | Approved - 10/31/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.F.
**DATE SUBMITTED:** October 29, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Leonardo Perez, Fire Chief

**DEPARTMENT**: Fire

**DIRECTOR:** Leonardo Perez

**Agenda Item:** Consideration and action authorizing City Manager to advertise for sealed bids for the purchase of Breathing Air Compressors for the Fire Department.(Project #1920-01-515-P002-051)

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The fire department currently has old compressors and are in need of replacement to meet the new NFPA standards for the protection of our fire personnel when they are in dangerous work environments. This new compressors will allow us to better fill our air tanks to its full capacity that will allow our firefighters to last longer when working fires or emergency situations.

**Financial Consideration:** This items were approved in our Capitol Improvement Project for fiscal year 2019-2020.

**Staff Recommendation:** We recommend bidding for this compressors so we can place the current old compressors.

**Alternatives:**

## ROUTING:

| | |
|---|---|
| Leonardo Perez | Created/Initiated - 10/29/2019 |
| Leonardo Perez | Approved - 10/29/2019 |
| Patricia Rigney | Approved - 10/30/2019 |
| Veronica Gutierrez | Approved - 10/30/2019 |
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.G.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT**: Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing City Manager to advertise for formal sealed bids for the Pick Up of Used Tires & Scrap Tire Removal & Disposal/Recycling Services. (Project #1920-01-517-S007-257)

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City's Recycling Center recycles used tires and is in need of a Service Contract for the Pick Up of Used Tires & Rubber Scrap Removal & Disposal Recycling Services.

**Financial Consideration:**

**Staff Recommendation:** Staff Recommends Approval.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Ricardo Pedraza | Created/Initiated - 10/30/2019 |
| Veronica Gutierrez | Approved - 10/31/2019 |
| Patricia Rigney | Approved - 10/31/2019 |
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.H.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT**: Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing City Manager to advertise for formal sealed bids for the Purchase & Delivery of HMAC, Cold Mix, and Caliche. (Project #1920-01-517-SP001-101)

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The Public Works department is in need of an HMAC, Cold Mix, & Caliche Supply Contract, as our previous contract expired on September 25, 2019. The previous contract was not extended due to a price increase, therefore we will advertise for bids to procure a better pricing on materials.

**Financial Consideration:**

**Staff Recommendation:** Staff Recommends approval.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Ricardo Pedraza | Created/Initiated - 10/30/2019 |
| Omar Anzaldua | Approved - 11/1/2019 |
| Veronica Gutierrez | Approved - 11/1/2019 |
| Patricia Rigney | Approved - 11/1/2019 |
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.I.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT**: Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action authorizing City Manager to extend the Supply Contract with L&R Ready Mix, LLC for the Purchase & Delivery of Concrete Mix. (Project No. 1718-01-528-1PQ044-126)

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Contract Extension with L&R Ready Mix, LLC. for Concrete Mix (Year 2 of 3)

**Financial Consideration:**

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

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Ricardo Pedraza | Created/Initiated - 10/31/2019 |
| Veronica Gutierrez | Approved - 10/31/2019 |
| Patricia Rigney | Approved - 10/31/2019 |
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**EXTENSION OF AGREEMENT**
**FOR CONCRETE MIX**

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

**WITNESSETH:**

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Concrete Mix, November 13, 2018 by which CONTRACTOR serves as the primary vendor to provide all Concrete Mix needs to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project #1718-01-528-IPQ044-126** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of November 13, 2020. The CITY reserves the right to extend for one (1) additional year.

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

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

**CITY OF PHARR**

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this _____ day of _____, 20___ by **L&R Ready Mix.**

**L&R Ready Mix, LLC**

By: _____

_____
Title

_____
Witness

_____
Print Name

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.J.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 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 - 10/30/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.J.1.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 8001 South Jackson Road, Suite 6. **CUP#170948**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). **CUP#170948**

**Financial Consideration:**

**Staff Recommendation:** Development Services Staff 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 Limited Industrial District (L-I) subject to site being in compliance with all City Ordinances and City Department requirements.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 10/30/2019 |
| Roland Gomez | Approved - 10/30/2019 |
| Melanie Cano | Approved - 10/30/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# 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

November 4, 2019

Conditional Use Permit **Renewal** for ABC – Wingstop Restaurant

Background:

Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Wingstop Restaurant.

The property is located at 8001 South Jackson Road, Suite 6. It is zoned Limited Industrial District (L-I) 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 P:\Admin\CUPs\ABC-Gabriela's Heavenly Wings _2017


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, NOVEMBER 4, 2019

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** ALEX MEADE, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT FOR ABC –
FILE NO. **CUP#170948** (WINGSTOP RESTAURANT)

**GENERAL INFORMATION:**

**APPLICANT:** Gabriela's Heavenly Wings XXIII, LLC, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

**LEGAL DESCRIPTION:** The property is legally described as being 0.046 of an acre, more or less, out of Lot 1, Spamer Business Park Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 8001 South Jackson Road, Suite 6.

**ZONING:** The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to the north, south and east and city limits lie to the west. The area is generally designated for commercial use in the Land Use Plan.

**COMMENTS:**

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

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

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

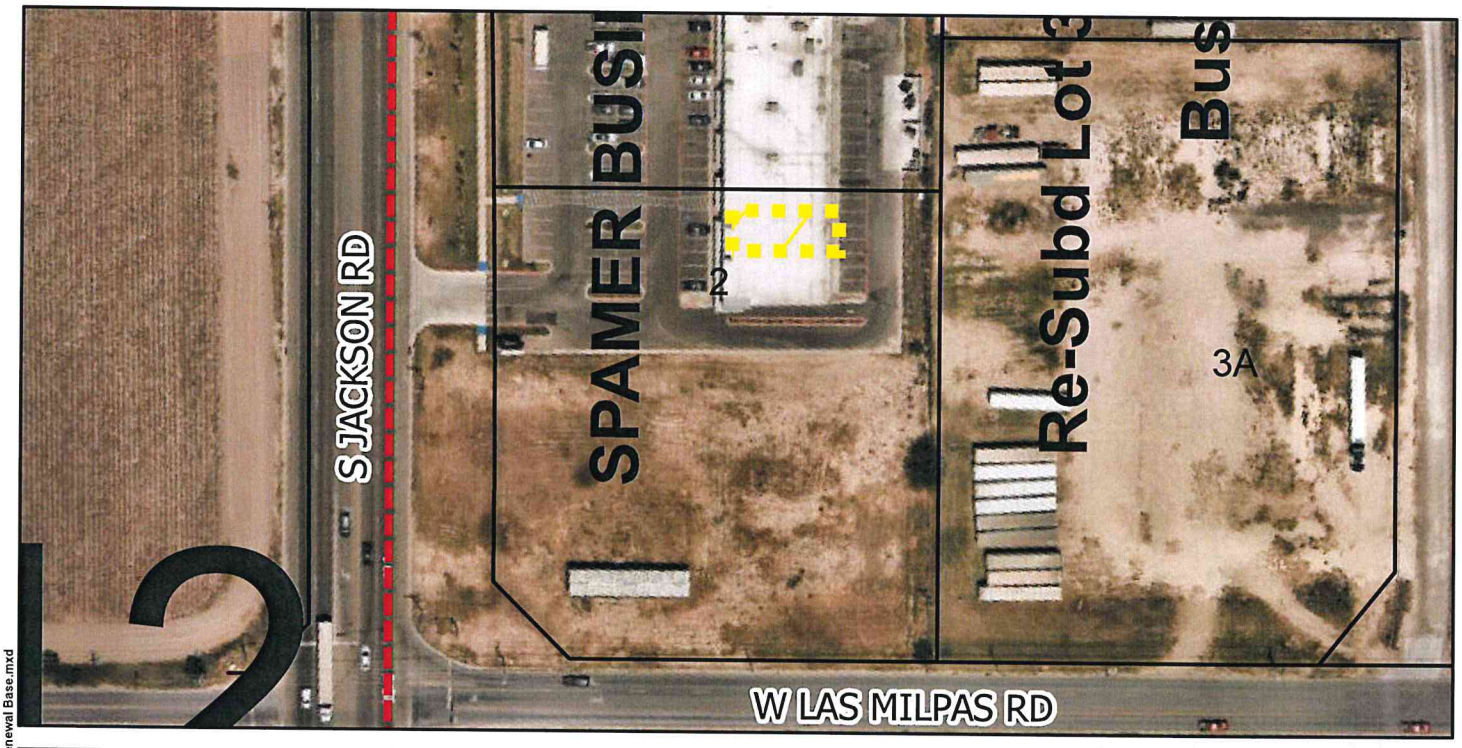
**DEVELOPMENT SERVICES STAFF RECOMMENDATION:** Development Services Staff is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) subject to site being in compliance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

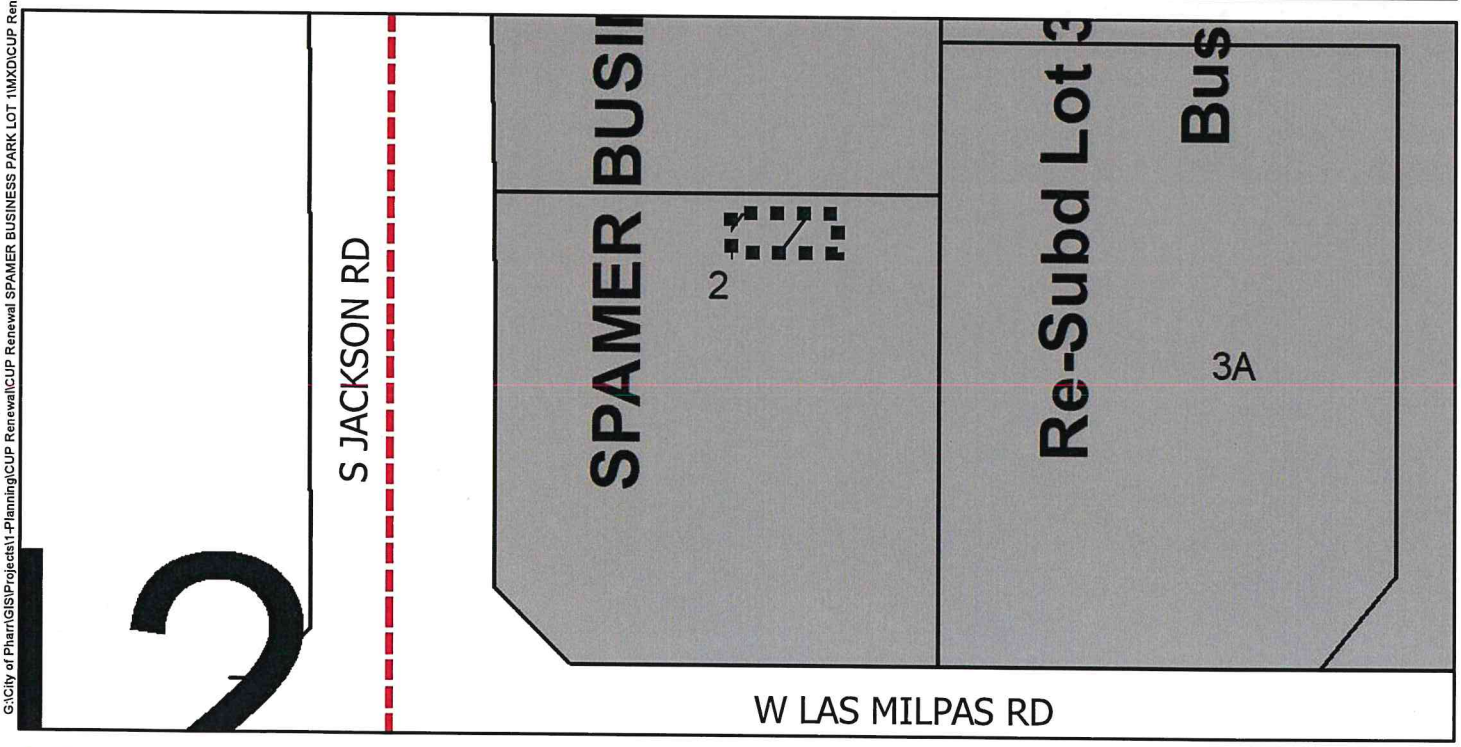
P:\Admin\CUPs\ABC-Gabriela's Heavenly Wings _2017

Conditional Use Permit Renewal
.46 Ac of Spammer Business Park Lot 1
Gabriela Heavenly Wings, XXIII/ Wingstop
John Claude Ortiz

Pharr
All-America City
2006

Pharr Engineering




G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal SPAMER BUSINESS PARK LOT 1\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 = 125 feet

0 50 100 200 300 400 Feet

N W E S

Date: 9/24/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.J.2.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Quinta Real Events, LLC 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 a 0.18 acre tract of land, more or less, out of Lot 1 and 2, save and except the S32' out of Lot 2, Sing's Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2620 South Gardenia Street. **CUP#180864**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Quinta Real Events, LLC 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#180864**

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

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 10/30/2019 |
| Roland Gomez | Approved - 10/30/2019 |
| Melanie Cano | Approved - 10/30/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# 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

November 4, 2019

Conditional Use Permit **Renewal** for ABC – Quinta Real Events, LLC
**CUP#180864**

Background:

Quinta Real Events, LLC 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). This request constitutes the 1st renewal for Quinta Real Events, LLC.

The property is located at 2620 South Gardenia Street. 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 and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

P:\Admin\CUPs\ABC\ABC_QUINTA REAL EVENT CENTER LLC_2018

Pharr
Development Services

# MEMORANDUM

**DATE:** MONDAY, NOVEMBER 4, 2019

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** ALEX MEADE, CITY MANAGER

**SUBJECT:** CONDITIONAL USE PERMIT FOR **ABC**
FILE NO. **CUP#180864** (QUINTA REAL EVENTS, LLC)

## GENERAL INFORMATION:

**APPLICANT:** Quinta Real Events, LLC 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 a 0.18 acre tract of land, more or less, out of Lot 1 and 2, save and except the S32' out of Lot 2, Sing's Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 2620 South Gardenia Street.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned Single-Family Residential District (R-1) to the north, south and west and Single-Family Residential District (R-1) and Office Professional District (O-P) to the east. This 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. |

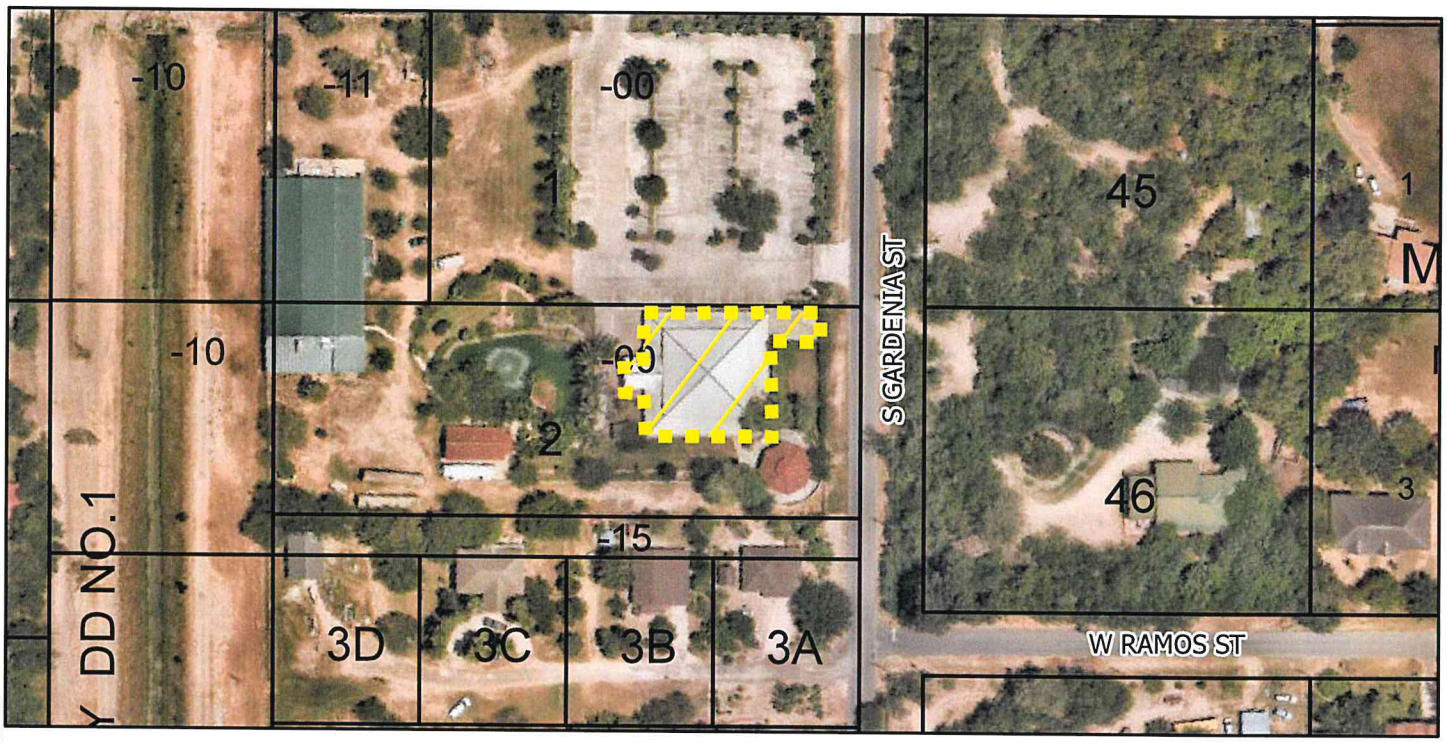
**DEVELOPMENT SERVICES RECOMMENDATIONS:** Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the applicant and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

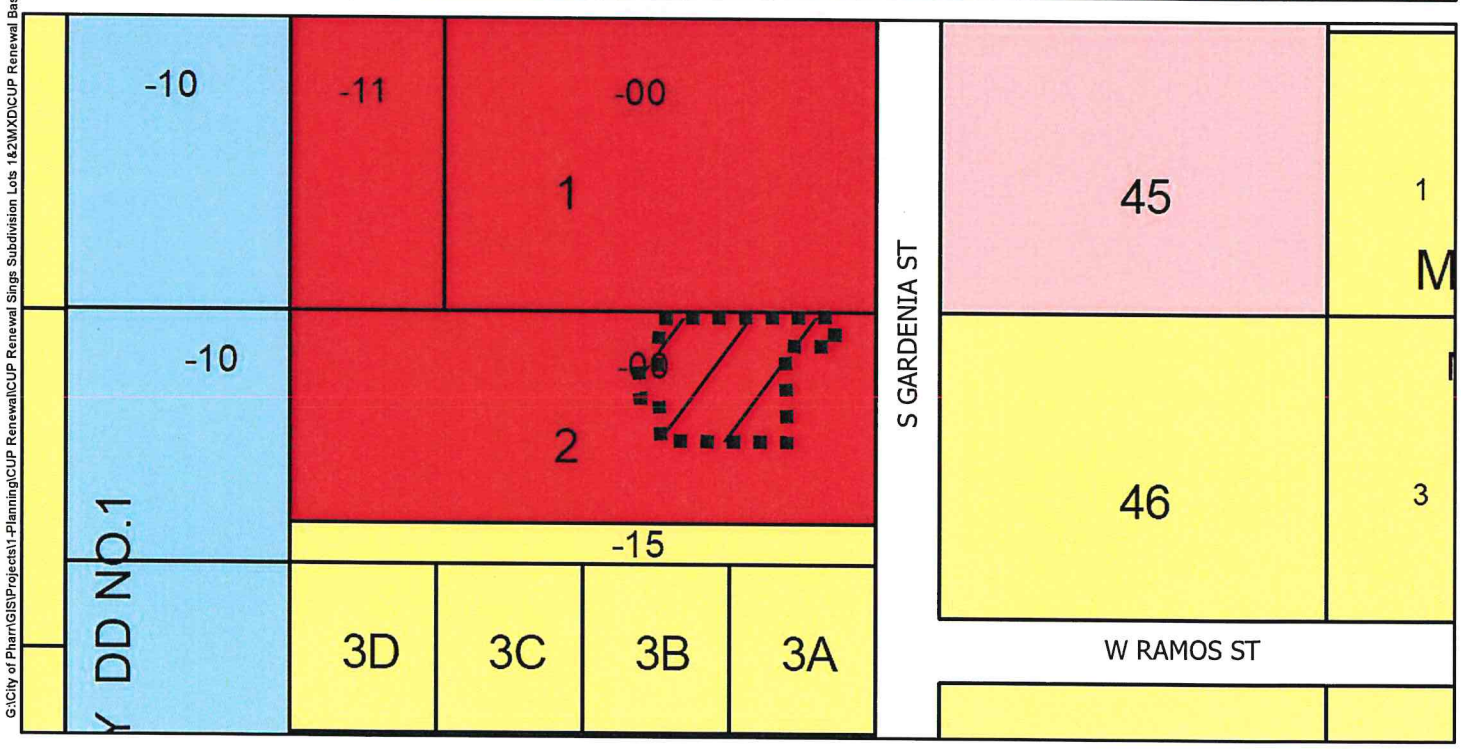
P:\Admin\CUPs\ABC\ABC_QUINTA REAL EVENT CENTER LLC_2018

Conditional Use Permit Renewal
.18ac out of Sing's Subdivision Lots 1&2
Quinta Real Events LLC

Pharr
All-America City
2006

Pharr Engineering




G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Sings Subdivision Lots 1&2\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 = 150 feet

0 50 100 200 300 400 Feet

N W E S

Date: 10/25/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.J.3.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Carmen Aurelia De La Fuente has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being a 0.96-acre tract of land, more or less, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1307 West Greg Drive. **COZ#190962**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Carmen Aurelia De La Fuente has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). **COZ#190962**

**Financial Consideration:**

**Staff Recommendation:** Development Services is recommending denial of the request to re-zone to Residential Multi-Family District (R-MF) as the property is not compatible with the surrounding properties and is not in line with the Future Land Use Plans. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted by majority to deny the request for a change of zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

**Alternatives:**

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**ROUTING:**

Iris Mata Created/Initiated - 10/30/2019

| | |
|---|---|
| Roland Gomez | Approved - 10/30/2019 |
| Melanie Cano | Approved - 10/30/2019 |
| City Management Office | Final Approval - 11/1/2019 |

Pharr
Development Services

# STANDARDIZED RECOMMENDATION FORM

**MEETING DATE:** **November 4, 2019**

**ROUTE TO BOARD:**

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#190962**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **September 23, 2019**

1. **Applicant:** Carmen Aurelia De La Fuente, owner.

2. **Requested Action:** Re-zoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF).

3. **Nature / Intent of Request:** In order to construct a four-plex on said lot.

4. **Routing to Staff:**

| | Initials | Date | | |
|---|---|---|---|---|
| A. Melanie Cano, Director | [illegible] | 10/30/19 | ☐ Approval | ☒ Denial |
| B. Planning Staff Recommendations | [illegible] | 10-29-19 | ☐ Approval | ☒ Denial |
| C. Planning and Zoning Commission | | 10-28-19 | ☐ Approval | ☒ Denial |
| D. City Attorney | | | ☐ Approval | ☐ Denial |
| E. City Manager | | | ☐ Approval | ☐ Denial |

Pharr
Development Services

# MEMORANDUM

**DATE:** **MONDAY, NOVEMBER 4, 2019**

**TO:** **MAYOR AND CITY COMMISSION**

**FROM:** **DEVELOPMENT SERVICES**

**THROUGH:** **ALEX MEADE, CITY MANAGER**

**SUBJECT:** **Re-zoning Request: From Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF): Being a 0.96-acre tract of land, more or less, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1307 West Greg Drive.**

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:**

Carmen Aurelia De La Fuente, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to construct a four-plex on said lot.

The subject site is located on the south side of West Greg Drive and has the physical address of 1307 West Greg Drive. The property consists of one tract of land legally described as being a 0.96-acre tract of land, more or less, out of Lot 5, Block 11, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned Single-Family Residential District (R-1). The property was annexed into the city on November 01, 1994, the property and the surrounding properties to the north, south, east and west were zoned to Single-Family Residential District (R-1). 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 Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Thirteen (13) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. One individual has signed up to speak at the public hearing in support of the item.

Development Services is recommending **denial** of the request to re-zone to Residential Multi-Family District (R-MF) as the property is not compatible with the surrounding properties and is not in line with the Future Land Use Plans. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted by majority to deny the request for a change of zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) subject to staff's recommendations.

**CITY COMMISSION OPTIONS:**

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

Pharr
Development Services

## REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

**Carmen Aurelia De La Fuente, owner**
APPLICANT

**Single-Family Residential District (R-1)**
CURRENT ZONE

**1307 West Greg Drive**
ADDRESS

**Residential Multi-Family District (R-MF)**
PROPOSED ZONE

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

STAFF RECOMMENDATIONS: **Denial**

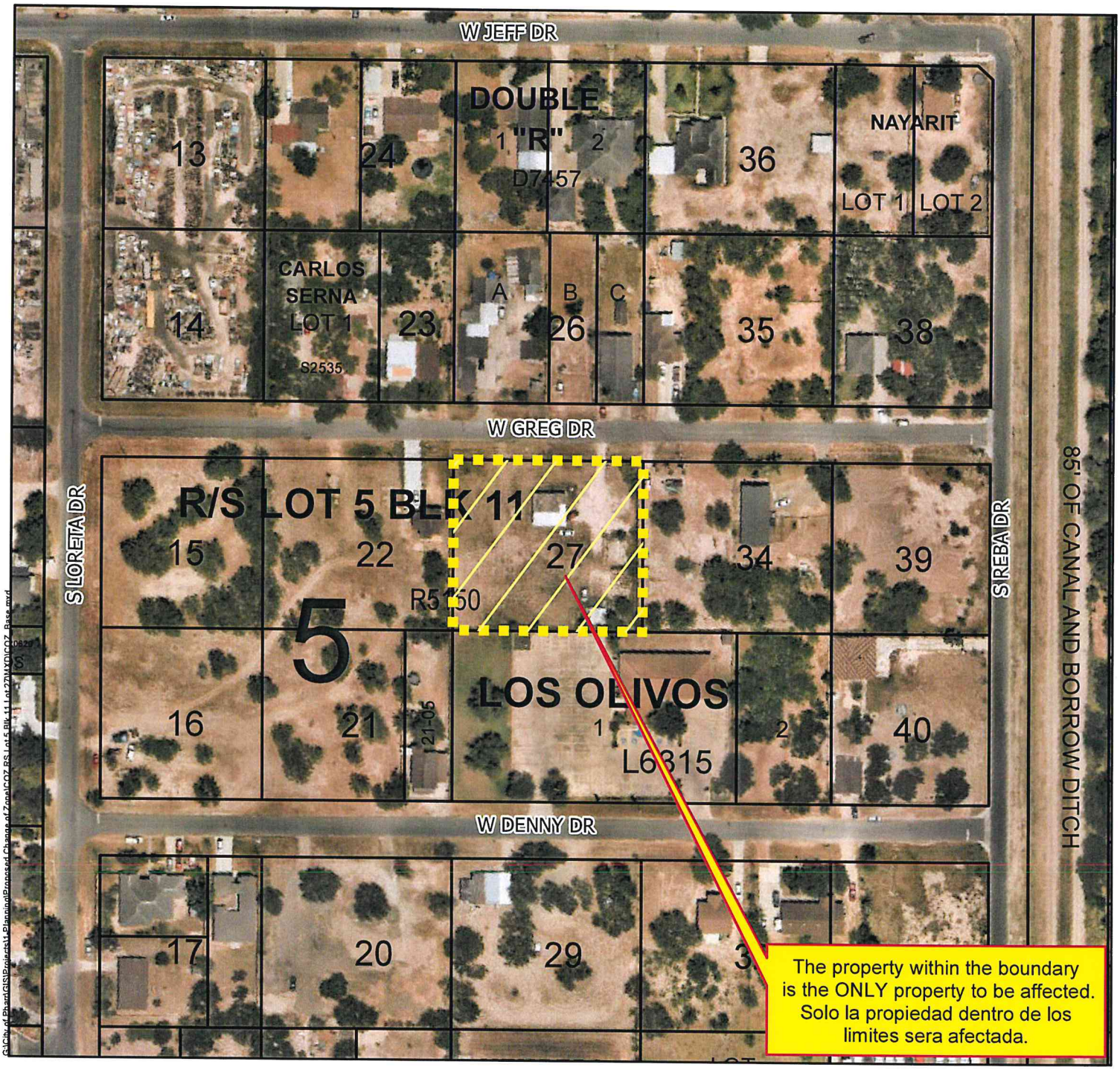
**The property meets area requirements, has adequate ingress and egress; however, is not compatible with surrounding properties and is not in line with the Future Land Use Plan.**

**Della Robles, Planner I**
PREPARED BY

**August 21, 2019**
DATE

Proposed Change of Zone
R/S Lot 5, Block 11, Lot 27
Carmen Aurelia De La Fuente

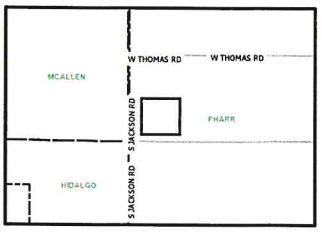
Pharr Engineering




G:\City of Pharr\GIS\Projects\Planning\Proposed Change of Zone\CO7_RS Lot 5 Blk 11 Lot 27\MXD\CO7_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

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.




City of Pharr, Texas
Engineering Department
956.402.4242

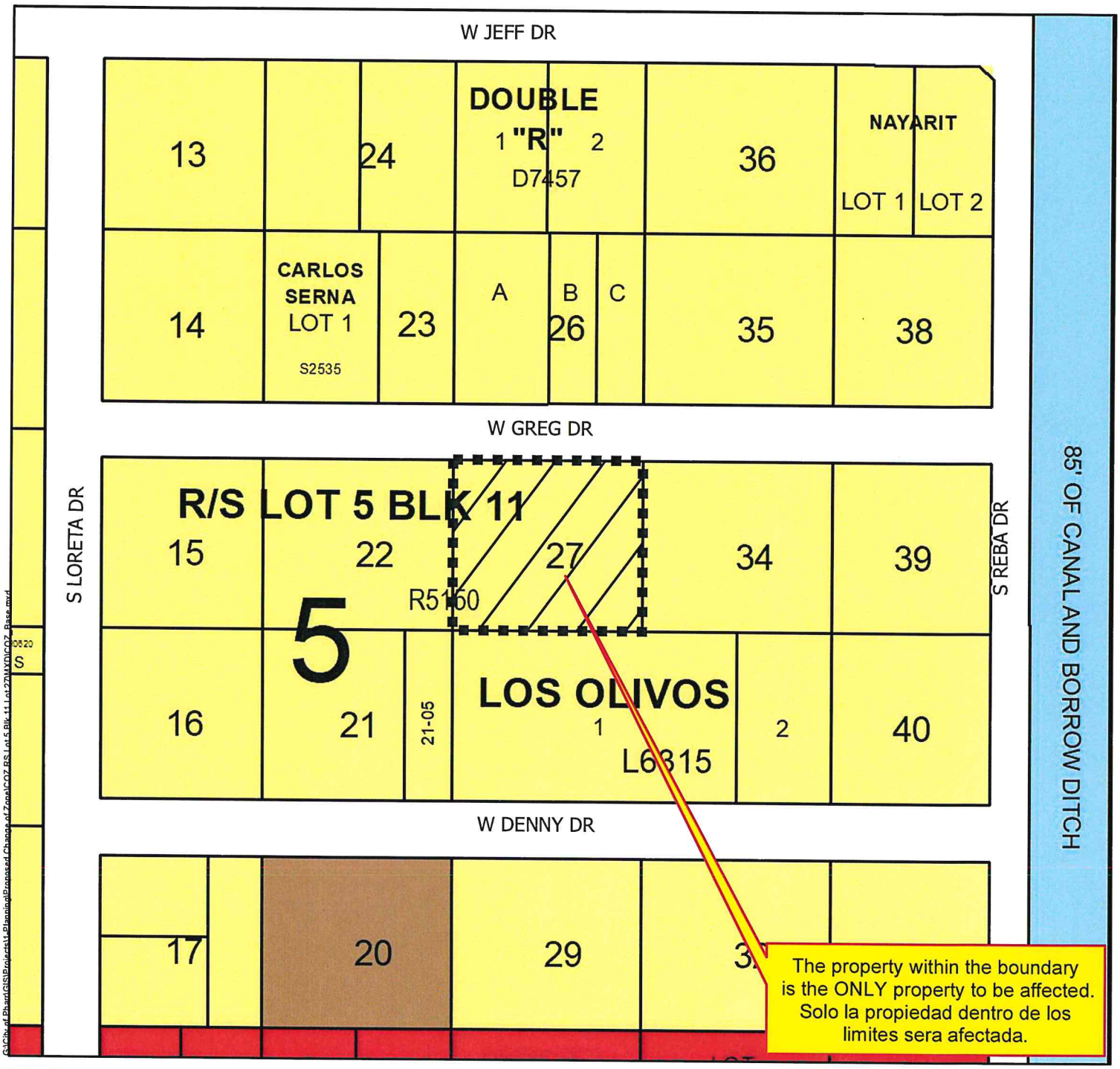
Date: 9/27/2019

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Proposed Change of Zone
R/S Lot 5, Block 11, Lot 27
Carmen Aurelia De La Fuente

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

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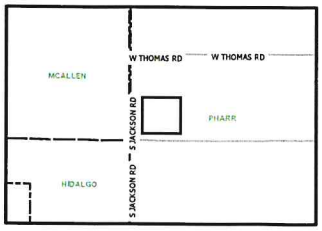


City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Date: 9/27/2019

Kitchen
Livingroom
Duplex
Bedroom
Kitchen
Livingroom
Duplex
Bedroom
Kitchen
Livin Room
Bedroom
Kitchen
Livingroom
Bedroom
Parking Lot
Office
W. Greg Drive

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.J.4.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Mario Martinez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). The property is legally described as being Lot 20, Las Brisas del Sur Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 324 West Siesta Street. **COZ#190963**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Mario Martinez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF). **COZ#190963**

**Financial Consideration:**

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

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

**Alternatives:**

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**ROUTING:**

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

Melanie Cano New -
City Management Office

Pharr
Development Services

# STANDARDIZED RECOMMENDATION FORM

**MEETING DATE:** **November 4, 2019**

**ROUTE TO BOARD:**

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#190963**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **September 25, 2019**

1. **Applicant:** Mario Martinez, owner.

2. **Requested Action:** Re-zoning request from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF).

3. **Nature / Intent of Request:** In order to construct a duplex on said lot.

4. **Routing to Staff:**

| | Initials | Date | | |
|---|---|---|---|---|
| A. Melanie Cano, Director | | 10/30/19 | ☒ Approval | ☐ Denial |
| B. Planning Staff Recommendations | | 10-29-19 | ☒ Approval | ☐ Denial |
| C. Planning and Zoning Commission | | 10-28-19 | ☒ Approval | ☐ Denial |
| D. City Attorney | | | ☐ Approval | ☐ Denial |
| E. City Manager | | | ☐ Approval | ☐ Denial |

Pharr
Development Services

# MEMORANDUM

**DATE:** **MONDAY. NOVEMBER 4, 2019**

**TO:** **MAYOR AND CITY COMMISSION**

**FROM:** **DEVELOPMENT SERVICES**

**THROUGH:** **ALEX MEADE, CITY MANAGER**

**SUBJECT:** **From Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF): Being Lot 20, Las Brisas del Sur Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 324 West Siesta Street.**

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

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

**DESCRIPTION OF PROPERTY:**

Mario Martinez, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Residential Multi-Family District (R-MF) in order to construct a duplex on said lot.

The subject site is located on the north side of West Siesta Street and has the physical address of 324 West Siesta Street. The property consists of one tract of land legally described as being Lot 20, Las Brisas del Sur Subdivision, Pharr, Hidalgo County, Texas.

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

The property is currently zoned Single-Family Residential District (R-1). On March 15, 1988, the property and the surrounding properties to the north, south, east and west were zoned to Single-Family Residential District (R-1). On January 25, 2000, the property to the west was re-zoned to Two-Family Residential District (R-2). 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 Residential Multi-Family District is established to provide adequate space and site diversification for low to medium density residential development where adequate streets and other community facilities are available for present and future needs. This district is established for duplex-fourplex development as low to medium-density use, and additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met before zoning to such use. It is established to protect residential areas as far as possible against heavy traffic and zoned promote the most desirable use of land and direction of building development not in conflict with the city's comprehensive plan.

Twenty-three (23) 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 Residential Multi-Family District (R-MF) as the property meets area requirements, has adequate ingress and egress and is not in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

**NOTE:** This item will go before the City Commission Meeting of **November 04, 2019** at **4:00 p.m.**

**PLANNING COMMISSION OPTIONS:**

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

Pharr
Development Services

## REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

**Mario Martinez, owner.**
APPLICANT

**Single-Family Residential District (R-1)**
CURRENT ZONE

**324 West Siesta Street**
ADDRESS

**Residential Multi-Family District (R-MF)**
PROPOSED ZONE

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

STAFF RECOMMENDATIONS: **Approval**

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

**Della Robles, Planner I**
PREPARED BY

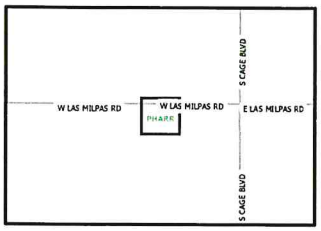
**August 21, 2019**
DATE

Proposed Change of Zone
Las Brisas Del Sur Lot 20
Mario Martinez

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.




City of Pharr, Texas
Engineering Department
956.402.4242

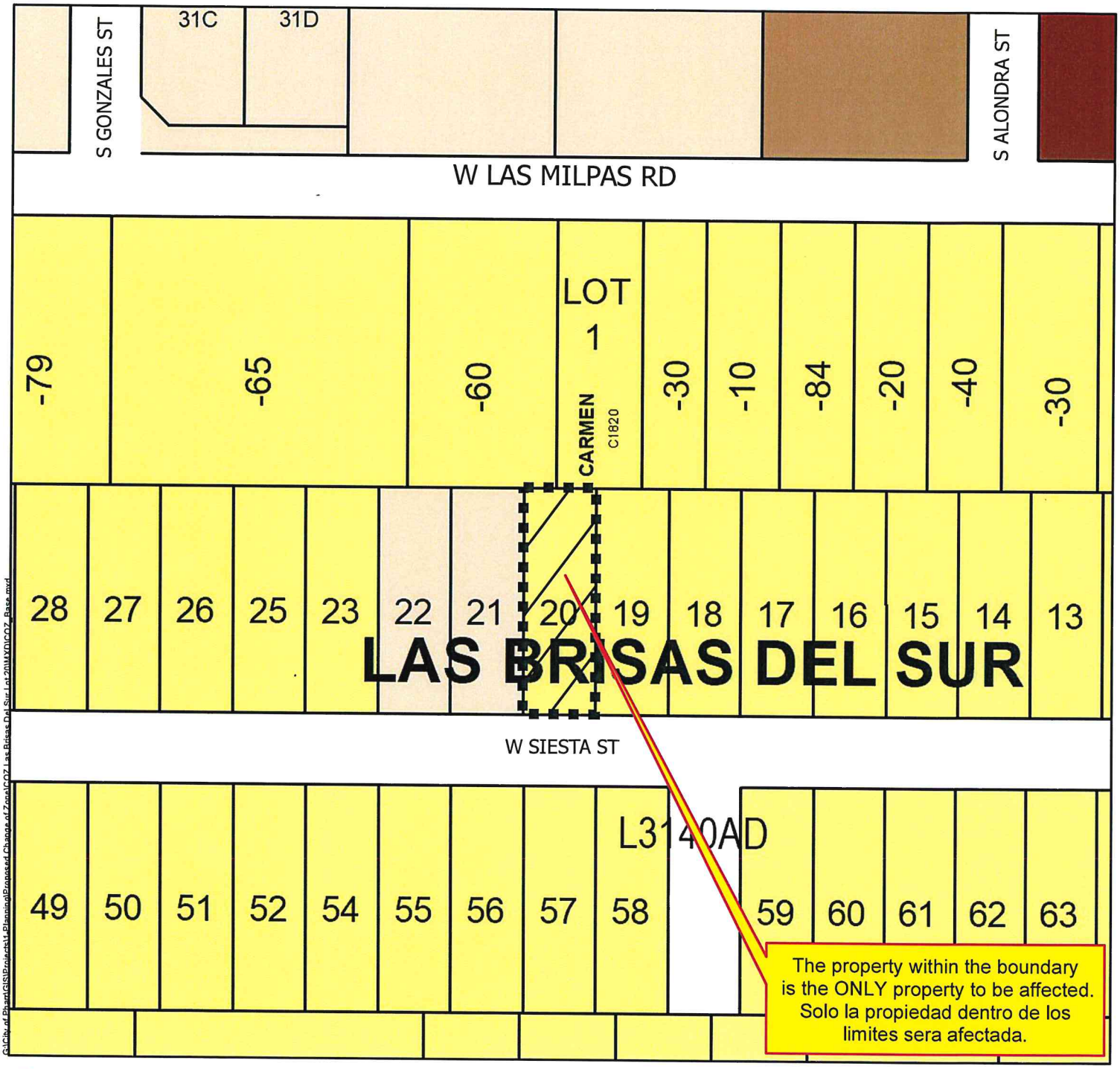
Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

Date: 9/27/2019

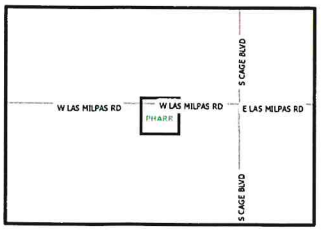
Proposed Change of Zone
Las Brisas Del Sur Lot 20
Mario Martinez

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.



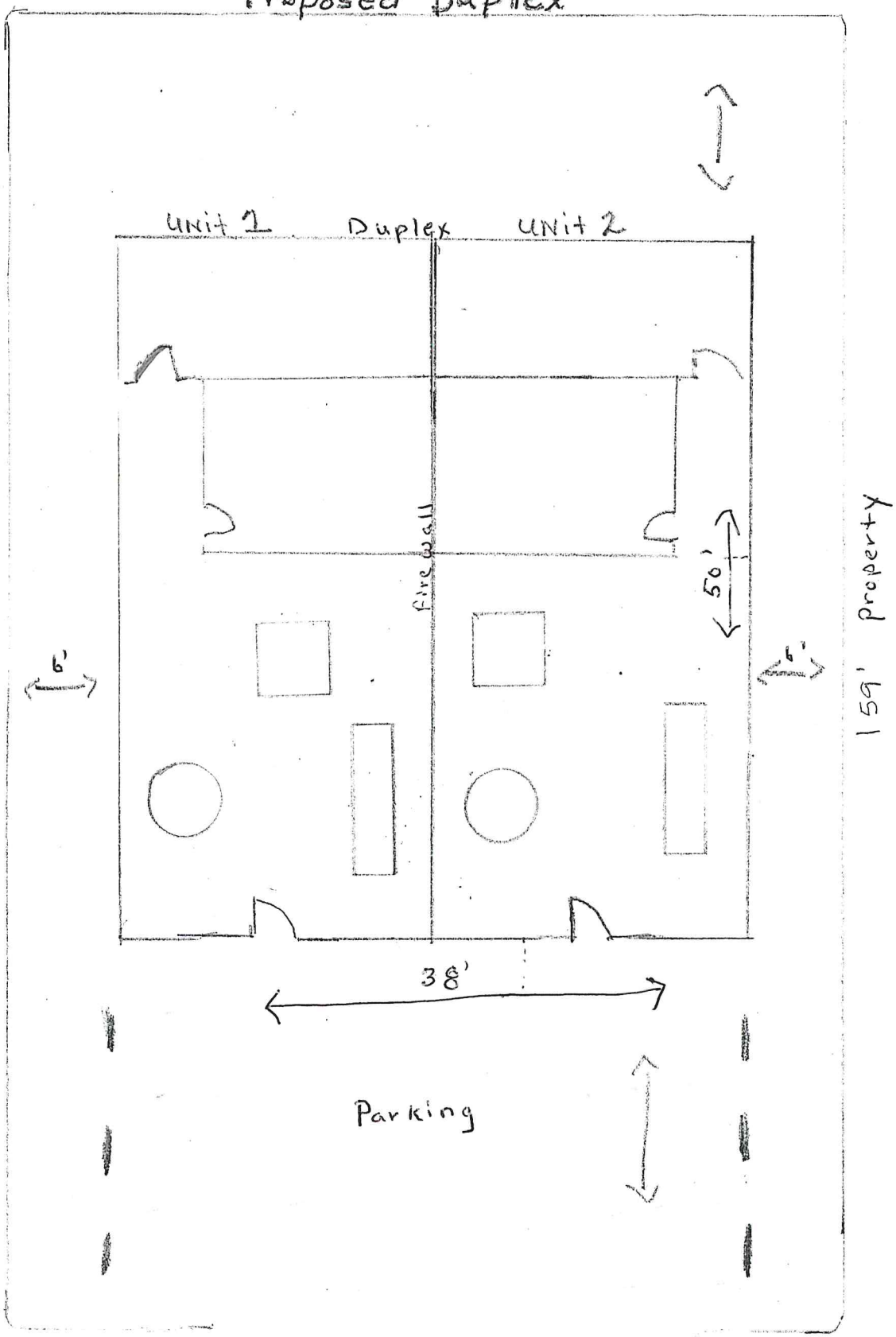

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 9/27/2019

Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

Parking
: setbacks
as per
required
by City

# Proposed Duplex



# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.K.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT**: Administration

**DIRECTOR:**

**Agenda Item:** PLATS:

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

**ROUTING:**

Hilda Pedraza Created/Initiated - 10/30/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 6.K.1.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Iris Mata, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting final plat approval of the proposed Pharr Bridge Business Park Phase II Subdivision. The property is legally described as being a 12.83 acres being a part or portion of Lots 377 and 378, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1000 Block of West Zaragosa Drive. **SUB#171233**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting final plat approval of the proposed Pharr Bridge Business Park Phase II Subdivision. **SUB#171233**

**Financial Consideration:**

**Staff Recommendation:** Development Services recommends final plat approval of the proposed Pharr Business Park Phase II Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Pharr Business Park Phase II Subdivision.

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Iris Mata | Created/Initiated - 10/30/2019 |
| Roland Gomez | Approved - 10/30/2019 |
| Melanie Cano | Approved - 10/30/2019 |
| City Management Office | Final Approval - 11/1/2019 |

Pharr
Development Services

# MEMORANDUM

**DATE:** MONDAY, NOVEMBER 04, 2019

**TO:** MAYOR AND CITY COMMISSION

**FROM:** MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

**THROUGH:** ALEX MEADE, CITY MANAGER

**SUBJECT:** PHARR BRIDGE BUSINESS PARK PHASE II SUBDIVISION
FILE NO. **SUB#171233**

## GENERAL INFORMATION:

**APPLICANT:** Javier Hinojosa Engineering, representing Ilse A. Vidaurri, Executive Director for Pharr Bridge Investments Company, LP, is requesting final plat approval of the proposed Pharr Bridge Business Park Phase II Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 12.83 acres being a part or portion of Lots 377 and 378, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is located within the 1000 Block of West Zaragosa Drive.

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

**PROPERTY PROPOSED USE:** Warehouse.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Development Services recommends final plat approval of the proposed Pharr Business Park Phase II Subdivision subject to the following conditions:

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

1. In compliance.

| | |
|---|---|
| **EASEMENTS:** | 1. In compliance. |
| **SIDEWALK:**<br>**ADA:** | 1. In compliance. |
| **FIRE PROTECTION:** | 1. Fire hydrants to be adjusted per City standards. |
| **WATER:** | 1. Backflow preventer needs to be tested.<br>2. Need valves to be exposed & need concrete collars 30"X30"X6".<br>3. Valves to be at ground level.<br>4. Valves need to be found at front and marked on curb.<br>5. Fire hydrants in front of building need to be adjusted.<br>6. Follow City of Pharr construction Standards Manual. |
| **SEWER:** | 1. In compliance.<br>2. Follow City of Pharr construction Standards Manual. |
| **DRAINAGE:** | 1. In compliance. |
| **OTHER:** | 1. In compliance. |

| | |
|---|---|
| **PLANNING AND ZONING COMMISSION:** | The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Pharr Business Park Phase II Subdivision. |

SUBDIVISION PLAT OF

# PHARR BRIDGE BUSINESS PARK PHASE II

**A TRACT OF LAND CONTAINING 12.83 ACRES OF LAND, SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF LOTS 377 AND 378, KELLY PHARR SUBDIVISION, MAP REFERENCE: VOLUME 3, PAGES 133-134, HIDALGO COUNTY MAP RECORDS.**

**GENERAL NOTES:**

1. THIS PROPERTY IS LOCATED IN ZONE "B" ON A FLOOD INSURANCE RATE MAP – COMMUNITY PANEL No.480334-0500 B: REVISED JANUARY 2, 1981. ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE ARE IS LESS THAN 1 SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
2. FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB AS MEASURED FROM THE CENTER OF EACH LOT.
3. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A VOLUME OF APPROXIMATELY 2.926 ACRE FEET (127,442 CUBIC FEET) WILL BE REQUIRED FOR USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT. THE PROPOSED DETENTION SHALL BE PROVIDED BY WIDENING OF THE DRAIN DITCH LOCATED ALONG THE WEST SIDE OF THE PROPERTY.
4. NO STRUCTURES SHALL BE CONSTRUCTED ON ANY EASEMENTS.
5. MINIMUM BUILDING SETBACKS SHALL BE AS PER CITY OF PHARR ORDINANCE.
6. A 5' WIDE SIDEWALK WITH A.D.A. COMPLIANT RAMPS (PAINTED HAZARD RED) AND LANDINGS SHALL BE REQUIRED ALONG THE SOUTH SIDE OF W. ZARAGOSA DRIVE AT BUILDING PERMIT STAGE (6' BEHIND BACK OF CURB).
7. BENCHMARK: ELEV.= 90.21 TOP OF STORM DRAIN MANHOLE LOCATED 20 FEET EAST AND 15 NORTH OF THE NORTHWEST CORNER OF THIS SUBDIVISION (CITY OF PHARR B.M. 6 ELEVATION = 95.73) LOCATED 1/2 MILE EAST OF S. JACKSON ROAD ON THE SOUTH SIDE OF W. HI-LINE ROAD. 30 FEET IN A NORTH EASTERLY DIRECTION FROM THE NORTH EDGE OF AN EXISTING DRAIN DITCH.
8. LANDSCAPING REQUIREMENT SHALL BE AS PER CITY OF PHARR ORDINACE.
9. A STORMWATER POLLUTION PREVENTION PLAN SHALL BE REQUIRED PRIOR TO CONSTRUCTION AND MUST COMPLY WITH TPDES.
10. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEMS (TPDES).
11. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
12. ALL FIRE PROTECTION LINES PROVIDED TO THE PROPSED BUILDING MUST BE DESIGNED AND CONSTRUCTED BY A LICENSED FIRE SPRINKLER SYSTEM INSTALLER.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. THE OWNER OF THIS LOT SHALL MAINTAIN ALL DETENTION AREAS, THE AREA OF THE RIGHT OF WAY BEHIND THE CURB LINE OF W. ZARAGOSA DRIVE TO THE PROPERTY LINE AND ALSO ALONG THE PERIMETER OF THE LOT.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211( C ). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, THIS THE _____ DAY OF _____, 2019 A.D.
NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT-OF-WAYS OR EASEMENTS.

PRESIDENT — ATTEST: _____ SECRETARY

**METES & BOUNDS**

A TRACT OF LAND CONTAINING 12.83 ACRES OF LAND, SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF LOTS 377 AND 378, KELLY PHARR SUBDIVISION, MAP REFERENCE: VOLUME 3, PAGES 133-134, H.C.D.R., AND SAID 12.83 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING IN THE RIGHT-OF-WAY OF W. HI-LINE ROAD AND THE NORTHEAST CORNER OF SAID LOT 377 AND THE NORTHWEST CORNER OF SAID LOT 378; THENCE SOUTH ALONG THE COMMON LINE OF SAID LOTS 377 AND 378 A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID W. HI-LINE ROAD; THENCE N 81° 33' 26" W ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID W. HI-LINE ROAD, A DISTANCE OF 59.98 FEET AT A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR THE NORTHERN MOST NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 26' 34" W, A DISTANCE OF 693.75 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, S 81° 33' 26" E, AT A DISTANCE OF 60.00 FEET PASS THE COMMON LINE OF SAID LOT 377 AND 378, AND CONTINUING A TOTAL DISTANCE OF 1300.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 53° 28' 34" E, A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 08° 26' 33" E, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR THE NORTHERN MOST NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 33' 26" E, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET ON THE EAST LINE OF SAID LOT 378, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 26' 34" W, ALONG THE EAST LINE OF SAID LOT 378, A DISTANCE OF 140.00 FEET TO A 1/2 IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 33' 26" W, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR THE SOUTHERN MOST SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08° 26' 33" E, A DISTANCE OF 20.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 36° 33' 26" W, A DISTANCE OF 28.28 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 81° 33' 26" W, A DISTANCE OF 545.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET FOR AN INSIDE CORNER OF THIS TRACT;

THENCE S 08° 26' 34" W, AT A DISTANCE OF 484.92 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET ON THE APPARENT H.C.I.D. NO. 2 DRAINAGE DITCH EASEMENT, RECORDED IN VOLUME 19, PAGE 41, H.C.D.R., AND CONTINUING A TOTAL DISTANCE OF 546.38 FEET TO THE SOUTH LINE OF SAID LOT 378, FOR THE SOUTHERN MOST SOUTHEAST CORNER OF THIS TRACT;

THENCE N 81° 33' 26" W, ALONG THE SOUTH LINE OF SAID LOT 378, A DISTANCE OF 695.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RGE" ON THE COMMON SOUTH CORNER OF SAID LOTS 377 AND 378 FOR THE SOUTHWEST CORNER OF THIS TRACT

THENCE, N 08° 26' 34" E, ALONG THE WEST LINE OF SAID LOT 378, AT A DISTANCE OF 70.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 81° 33' 26" W, ALONG THE NORTH RIGHT OF WAY OF A 70' H.C.I.D. No.2 CANAL R.O.W. RECORDED IN VOLUME 28, PAGE 203, H.C.D.R. A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, N 08° 26' 34" E, ALONG THE WEST LINE OF A 120' HIDALGO COUNTY IRRIGATION DISTRICT No. 2 DRAINAGE EASEMENT, A DISTANCE OF 478.37 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

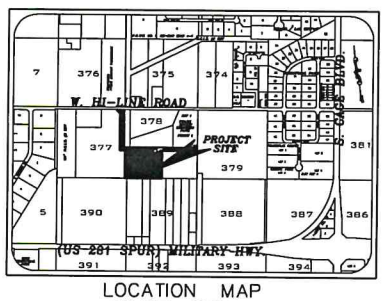
THENCE, N 81° 33' 26" W, A DISTANCE OF 80.26 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, N 08° 26' 34" E, A DISTANCE OF 683.82 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN INSIDE CORNER OF THIS TRACT;

THENCE, N 36° 33' 26" W, A DISTANCE OF 70.71 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET, FOR AN OUTSIDE CORNER OF THIS TRACT;

THENCE, N 08° 26' 34" E, A DISTANCE OF 20.07 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS" SET ON THE SOUTH RIGHT-OF-WAY LINE OF W. HI-LINE ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 29' 46" E, ALONG THE SOUTH LINE OF SAID W. HI-LINE ROAD, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12.83 GROSS ACRES OF LAND, MORE OR LESS.




LOCATION MAP
*SCALE: N.T.S.*

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

I, THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS PHARR BRIDGE BUSINESS PARK PHASE II, AN ADDITION TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, EASEMENTS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF PHARR, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF PHARR.

PHARR BRIDGE INVESTMENT COMPANY, LP.,
A TEXAS LIMITED PARTNERSHIP
3301 W. UTILITY DRIVE
PHARR, TEXAS 78577
BY: ILSE A. VIDAURRI, EXECUTIVE DIRECTOR

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

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ILSE A. VIDAURRI, EXECUTIVE DIRECTOR, PERSONALLY APPEARED AND PROVED, THROUGH HER DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, SHE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____ DAY OF _____, 2019 A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF PHARR HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF PHARR — DATE
AMBROSIO HERNANDEZ

ATTEST: _____
CITY CLERK — DATE

THIS PHARR BRIDGE BUSINESS PARK PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF PHARR, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2019 A.D.

DANNY WYLIE, CHAIRMAN
PLANNING & ZONING COMMISSION

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

I, JAVIER HINOJOSA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

JAVIER HINOJOSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 74808

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

I, CARLOS VASQUEZ A REGISTERED PUBLIC LAND SURVEYOR IN STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.O. LAND SURVEYORS L.L.C.
517 BEAUMONT AVENUE
McALLEN, TEXAS 78502
TBPLS FIRM No.10119000
TEL. (956) 618-1551 DATE SURVEYED: 12/08/2017

DATE OF PREPARATION: DECEMBER, 2017 — DRAWN BY: A. GAUNA


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
418 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295


SHEET 1 OF 2

171201

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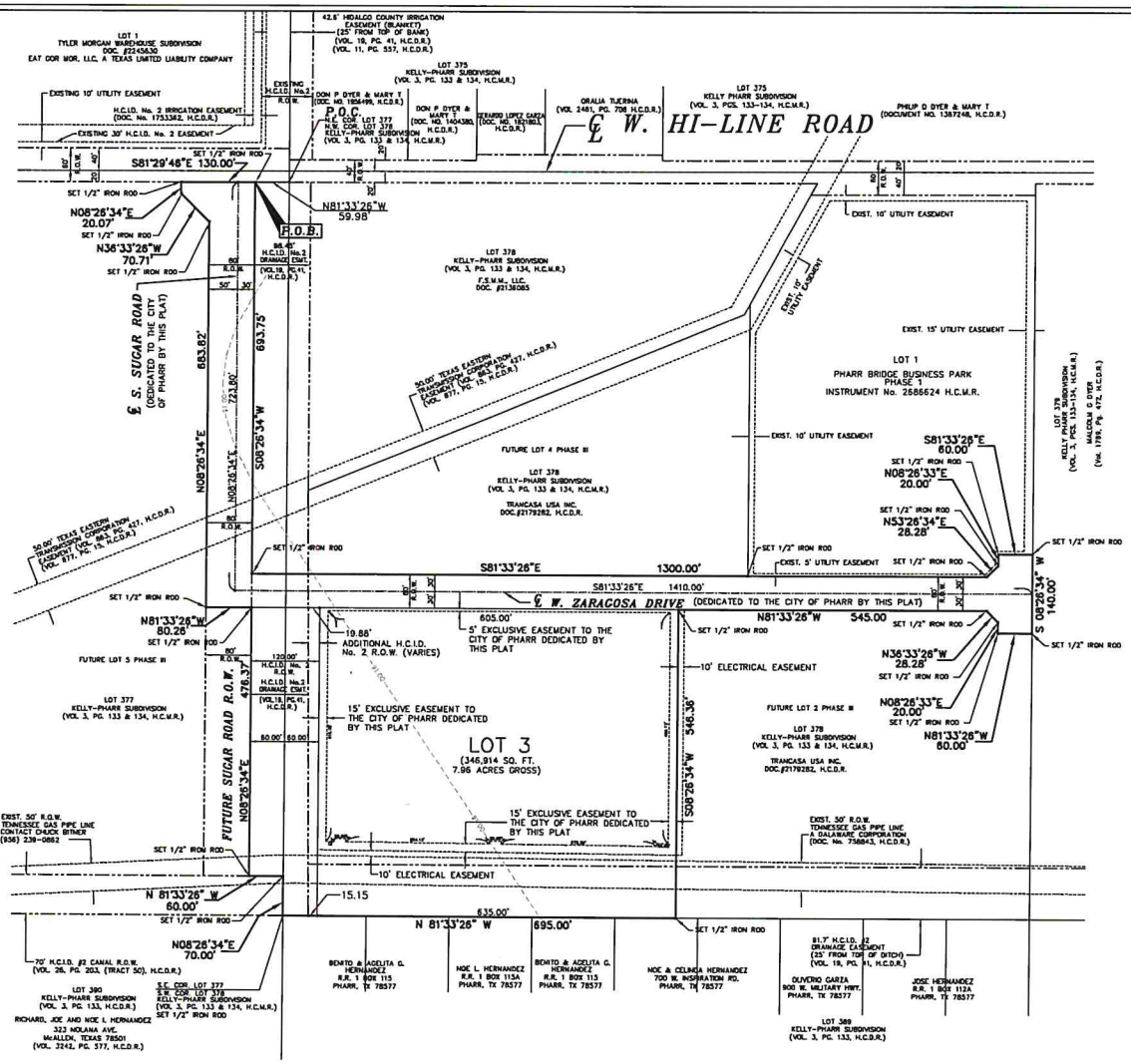



SCALE: 1" = 100'

BASIS OF BEARING:
TEXAS STATE PLANE
COORDINATE SYSTEM
NAD, 83 SOUTH ZONE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

JAVIER HINOJOSA, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 74808

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ A REGISTERED PUBLIC LAND SURVEYOR IN STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.O. LAND SURVEYORS L.L.C.
517 BEAUMONT AVENUE
McALLEN, TEXAS 78502
TBPLS FIRM No.10119000
TEL. (956) 618-1551 DATE SURVEYED: 12/08/2017

SUBDIVISION PLAT OF

# PHARR BRIDGE BUSINESS PARK PHASE II

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

DATE OF PREPARATION: DECEMBER, 2017

DRAWN BY: A. GAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295

SHEET 2 OF 2

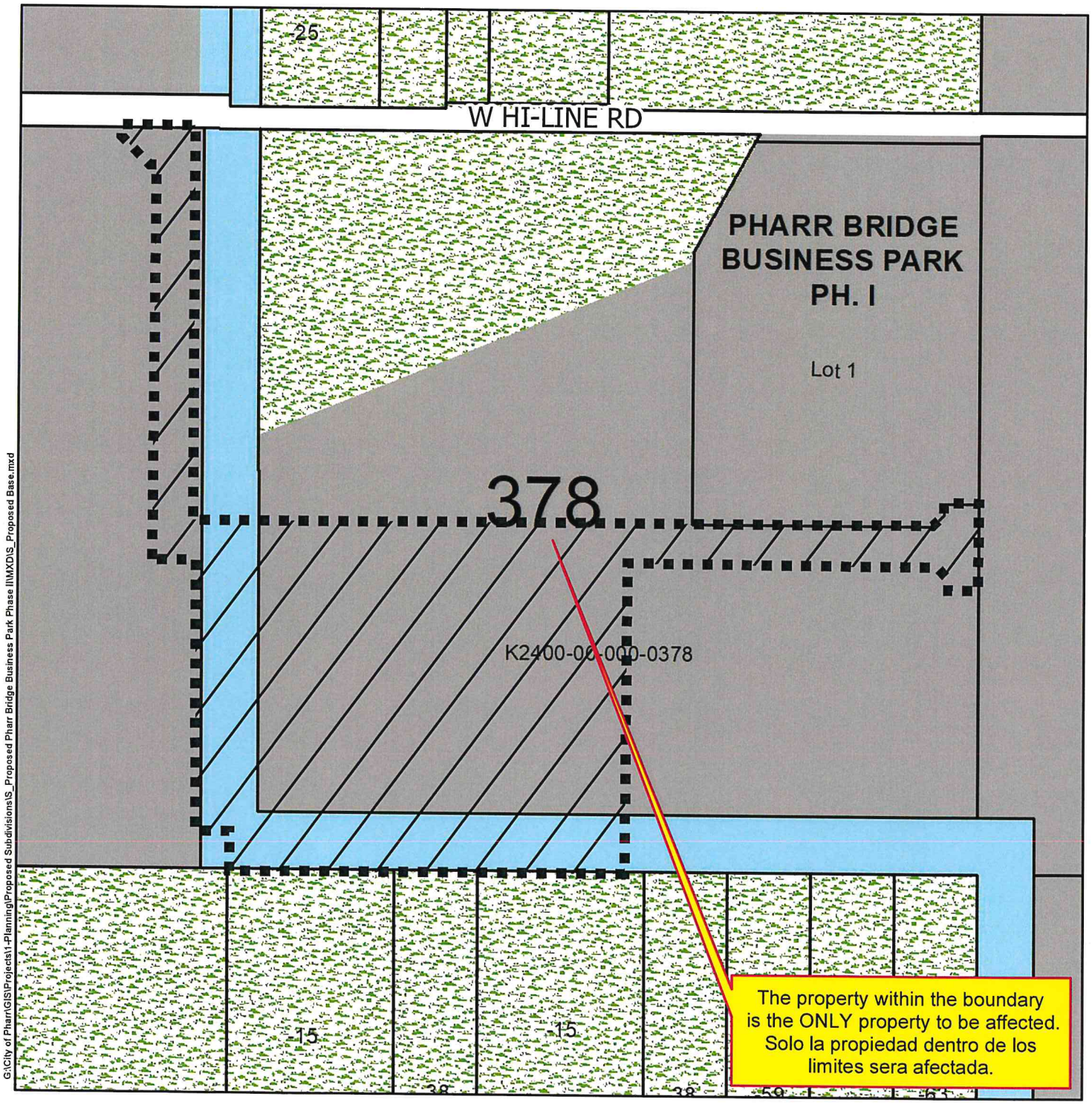
171201

S:\2017\Pharr\Subdivisions\Pharr Bridge Business Park Phase II\PB3P2-Plat.dwg, 10/25/2019 1:52:30 PM, PDF995

Proposed Subdivision
Pharr Bridge Business Park Phase II
Javier Hinojosa Engineering

Pharr
All-America City
2006

Pharr Engineering

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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 = 250 feet

0 125 250 500 750 1,000 Feet

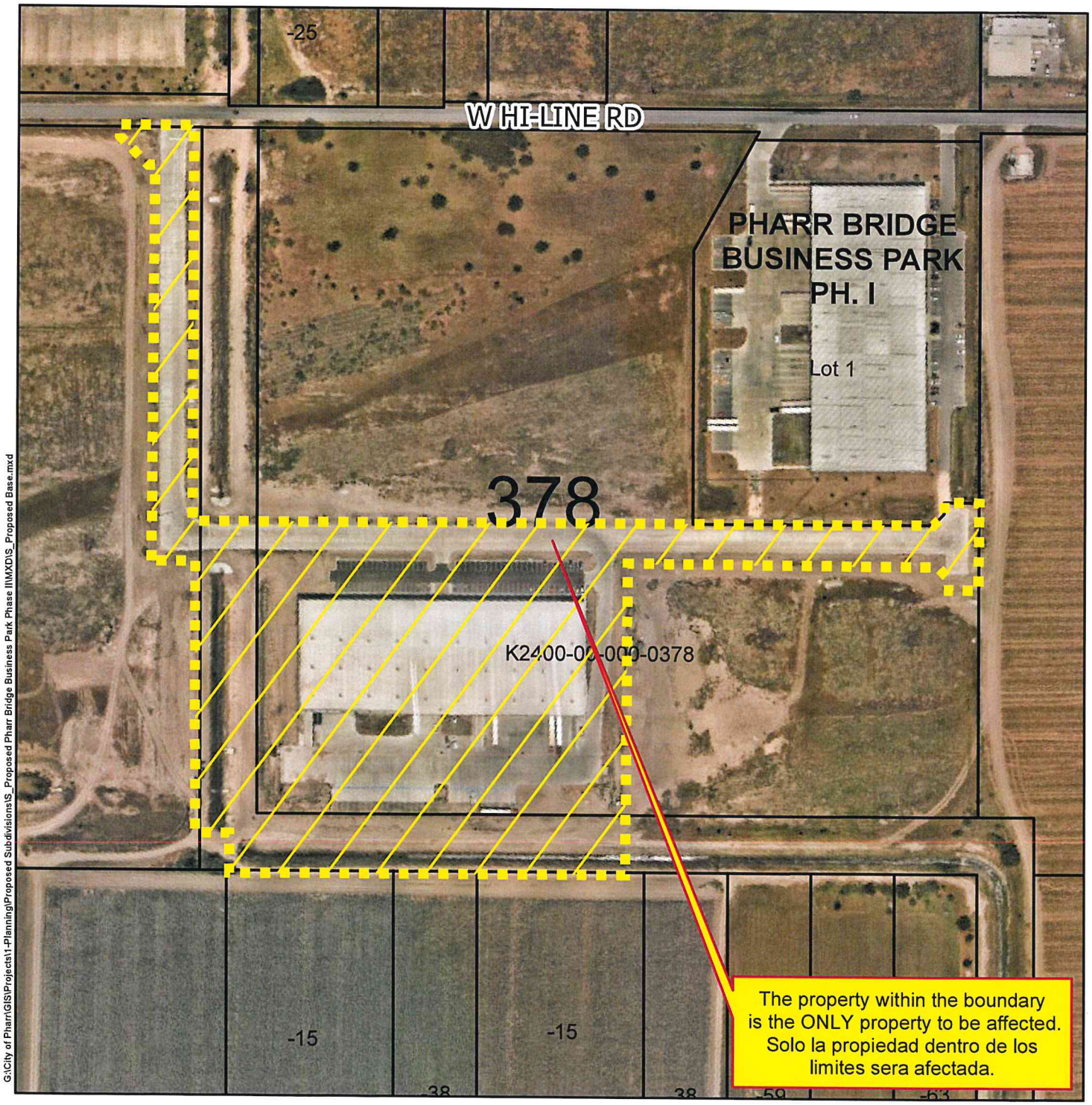
N W E S

Date: 10/25/2019

Proposed Subdivision
Pharr Bridge Business Park Phase II
Javier Hinojosa Engineering

Pharr
All-America City
2006

Pharr Engineering

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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet

N W E S

Date: 10/25/2019

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.A.
**DATE SUBMITTED:** November 1, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Karla Moya, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:** Karla Moya

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

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

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

**Financial Consideration:**

**Staff Recommendation:** To approve

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Karla Moya | Created/Initiated - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**ORDINANCE NO: O-2018-___**

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

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

**WHEREAS,** state law requires that the governing body adopt an Ordinance, and the City charter requires that any amendment be approved by ¾ vote of the members of the Board.

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

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

**SECTION 2:** That the net sum **of $1,092,900** expenditures is hereby appropriated out of expenditures and **$1,092,900** revenues of the general fund. The purpose is included in the attached documents.

**SECTION 3:** That the net sum of $-0- expenditures is hereby appropriated out of expenditures and $405,000 revenues of the contingency Fund. The purpose is included in the attached documents.

**SECTION 4:** That the net sum of $1,100,000 expenditures is hereby appropriated out of the General CIP Fund. The purpose is included in the attached documents.

**SECTION 5:** That the net sum of $33,000 expenditures is hereby appropriated out of expenditures and 33,000 revenues of the Golf Fund. The purpose is included in the attached documents.

**SECTION 6:** The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

**SECTION 7: Repealing Clause**

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

**SECTION 8: Severability Clause**

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

**SECTION 9: Publication Effective Date**

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th November 2019.

CITY OF PHARR

_____
Ambrosio Hernandez

ATTEST:

_____
Hilda Pedraza, City Clerk

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.B.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Anali Alanis, HR Director

**DEPARTMENT**: HR

**DIRECTOR:** Anali Alanis

**Agenda Item:** Consideration and action, if any, on Ordinance amending Ordinance O-2019-18 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(1st Reading)***

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

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

**Financial Consideration:** Positions already included in FY 19-20 personnel budget.

**Staff Recommendation:** Staff recommends approval of updated Ordinance.

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Anali Alanis | Created/Initiated - 10/31/2019 |
| Anali Alanis | Approved - 10/31/2019 |
| Patricia Rigney | Approved - 10/31/2019 |
| Karla Moya | Approved - 10/31/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2019 -18 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

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

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

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

| **Fire Department** | | | |
|---|---|---|---|
| | Current Positions | **Increase By** | New Total |
| Firefighter | 32 | **3** | 35 |
| Engineer | 18 | **0** | 18 |
| Lieutenant/Asst. Fire Marshal | 14 | **0** | 14 |
| Deputy Chief/Fire Marshal | 3 | **0** | 3 |
| Assistant Chief | 1 | **0** | 1 |
| Fire Chief | 1 | **0** | 1 |

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

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

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

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

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

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

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

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

CITY OF PHARR

ATTEST:

_____
Ambrosio "Amos" Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.C.
**DATE SUBMITTED:** October 16, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT**: Administration

**DIRECTOR:** Alex Meade

**Agenda Item:** Consideration and action, if any, on Resolution submitting entitlement votes for candidate(s) to the Appraisal District Board of Directors 2020-2021.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors. There are five Board of Directors, who are elected by the taxing units that participate in the district which governs Hidalgo County Appraisal District. In addition, Mr. Pablo "Paul" Villarreal Jr., Tax Assessor Collector, serves on the Board as a non-voting Director.

The nominees on the Official Ballot for Election of 2020-2021 Appraisal District Board of Directors are:

Albert Cardenas
Alejandro Cantu
Amador Requenez
Col Roberto Perez
David Hernandez
Eddie Betancourt
Henry Howell
Joe Olivarez
Mario Flores
Monte Churchill
Orlando Lozano
Pete Garcia
Reynaldo Perez

Richard A. Garza
Shavi Mahtani

The governing body may cast all of its votes for one candidate or distribute them among any number of candidates.

The City of Pharr is entitled to cast **115** votes in said election. Ballots must be returned to the Chief Appraiser before December 16, 2019.

**Financial Consideration:** N/A

**Staff Recommendation:** Consider casting of votes for candidate(s) named on the ballot.

**Alternatives:** N/A

---

**ROUTING:**

| | |
|---|---|
| Hilda Pedraza | Created/Initiated - 10/16/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Albert D. Cardenas Member
Pete Garcia Member
Pablo "Paul" Villarreal, Jr. Member

www.hidalgoad.org

October 16, 2019

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

Re: Election Ballot 2020-2021 Appraisal District Board of Directors

Dear Honorable Mayor:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate that provided such, and a list of the total vote distribution for all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District, which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr, serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before **DECEMBER 16, 2019**. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before **DECEMBER 31, 2019** to the governing body of each taxing unit in the district and to the candidates.

If you should have any questions, or I can provide additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: je

Enclosures

**2020-2021**
**VOTING ENTITLEMENT**
**HCAD BOARD OF DIRECTORS**

| | 2018 Tax Levied | 2018 Total Levy | 2018 Percent | Votes | 2020-2021 Directorships | 2020-2021 Official Votes |
|---|---|---|---|---|---|---|
| **Entity** | | | | | | |
| Hidalgo County | $ 203,193,192 | $ 850,866,492 | 23.881% | 239 | 5 | 1195 |
| **Cities** | | | | | | |
| Alamo | $ 3,622,302 | $ 850,866,492 | 0.426% | 4 | 5 | 20 |
| Alton | $ 1,885,942 | $ 850,866,492 | 0.222% | 2 | 5 | 10 |
| Donna | $ 4,960,553 | $ 850,866,492 | 0.583% | 6 | 5 | 30 |
| Edcouch | $ 572,171 | $ 850,866,492 | 0.067% | 1 | 5 | 5 |
| Edinburg | $ 29,606,027 | $ 850,866,492 | 3.480% | 35 | 5 | 175 |
| Elsa | $ 1,560,207 | $ 850,866,492 | 0.183% | 2 | 5 | 10 |
| Granjeno | $ 19,960 | $ 850,866,492 | 0.002% | 1 | 5 | 5 |
| Hidalgo | $ 2,162,192 | $ 850,866,492 | 0.254% | 3 | 5 | 15 |
| La Joya | $ 862,428 | $ 850,866,492 | 0.101% | 1 | 5 | 5 |
| La Villa | $ 487,614 | $ 850,866,492 | 0.057% | 1 | 5 | 5 |
| McAllen | $ 45,726,885 | $ 850,866,492 | 5.374% | 54 | 5 | 270 |
| Mercedes | $ 4,457,348 | $ 850,866,492 | 0.524% | 5 | 5 | 25 |
| Mission | $ 20,411,954 | $ 850,866,492 | 2.399% | 24 | 5 | 120 |
| Palmview | $ 2,302,781 | $ 850,866,492 | 0.271% | 3 | 5 | 15 |
| Penitas | $ 1,315,925 | $ 850,866,492 | 0.155% | 2 | 5 | 10 |
| Progreso | $ 737,636 | $ 850,866,492 | 0.087% | 1 | 5 | 5 |
| Pharr | $ 19,278,101 | $ 850,866,492 | 2.266% | 23 | 5 | 115 |
| San Juan | $ 7,286,364 | $ 850,866,492 | 0.856% | 9 | 5 | 45 |
| Sullivan City | $ 503,925 | $ 850,866,492 | 0.059% | 1 | 5 | 5 |
| Weslaco | $ 11,882,540 | $ 850,866,492 | 1.397% | 14 | 5 | 70 |
| **Schools** | | | | | | |
| Donna | $ 17,946,700 | $ 850,866,492 | 2.109% | 21 | 5 | 105 |
| Edcouch-Elsa | $ 4,473,700 | $ 850,866,492 | 0.526% | 5 | 5 | 25 |
| Edinburg | $ 80,697,816 | $ 850,866,492 | 9.484% | 95 | 5 | 475 |
| Hidalgo | $ 7,646,793 | $ 850,866,492 | 0.899% | 9 | 5 | 45 |
| La Joya | $ 32,996,007 | $ 850,866,492 | 3.878% | 39 | 5 | 195 |
| La Villa | $ 1,507,530 | $ 850,866,492 | 0.177% | 2 | 5 | 10 |
| Lyford | $ 127,050 | $ 850,866,492 | 0.015% | 1 | 5 | 5 |
| McAllen | $ 83,161,525 | $ 850,866,492 | 9.774% | 98 | 5 | 490 |
| Mercedes | $ 7,476,700 | $ 850,866,492 | 0.879% | 9 | 5 | 45 |
| Mission | $ 27,205,632 | $ 850,866,492 | 3.197% | 32 | 5 | 160 |
| Monte Alto | $ 1,602,155 | $ 850,866,492 | 0.188% | 2 | 5 | 10 |
| PSJA | $ 61,817,366 | $ 850,866,492 | 7.265% | 73 | 5 | 365 |
| Progreso | $ 2,392,794 | $ 850,866,492 | 0.281% | 3 | 5 | 15 |
| Sharyland | $ 43,634,593 | $ 850,866,492 | 5.128% | 51 | 5 | 255 |
| So Tx College | $ 63,236,679 | $ 850,866,492 | 7.432% | 74 | 5 | 370 |
| South Texas ISD | $ 18,054,952 | $ 850,866,492 | 2.122% | 21 | 5 | 105 |
| Valley View | $ 7,775,818 | $ 850,866,492 | 0.914% | 9 | 5 | 45 |
| Weslaco | $ 26,276,635 | $ 850,866,492 | 3.088% | 31 | 5 | 155 |
| **Grand Total** | $ 850,866,492 | | 100.000% | 1006 | | 5030 |

# HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
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Albert D. Cardenas Member
Pete Garcia Member
Pablo "Paul" Villarreal, Jr. Member

www.hidalgoad.org

**Hidalgo County Appraisal District**
**4405 S. Professional Drive**
**PO Box 208**
**Edinburg, TX 78540-0208**

## "OFFICIAL BALLOT"

**Election of 2020-2021**
**Appraisal District Board of Directors**

| **Entity: City of Pharr** | **Authorized Votes: 115** |
|---|---|
| **Nominee** | **# Of Votes** |
| Albert Cardenas | |
| Alejandro Cantu | |
| Amador Requenez | |
| Col Roberto Perez | |
| David Hernandez | |
| Eddie Betancourt | |
| Henry Howell | |
| Joe Olivarez | |
| Mario Flores | |
| Monte Churchill | |
| Orlando Lozano | |
| Pete Garcia | |
| Reynaldo Perez | |
| Richard A. Garza | |
| Shavi Mahtani | |

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

**Alejandro Cantu**

**No Bio or Photo Provided**

**Albert Cardenas**
**McAllen**

Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

**Henry Howell**

**No Bio or Photo Provided**

**Pete Garcia**
**San Juan**

San Juan EDC Boar, 2015 Member

Region ESL Member

Head Start Advisory Member 2013-2015

San Juan Housing Authority Member 2015

PSJA School Board Member 2004-2013

Hidalgo County Appraisal District Board of Directors Board Member 2009-2013

**Joe Olivarez**

**No Bio or Photo Provided**

**Mario Flores**

**No Bio or Photo Provided**

**Richard A. Garza**
**Edinburg**

Hidalgo County Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal practices (USPAP).

Lifelong Resident of Rio Grande Valley

Received Real Estate License at age 18

BBA in Finance, Pan American University

Married to Sylvia Sanchez Garza for 17 years with four sons

Real Estate Broker, BIC Realty for over 35 years

President of BIC Investment, GR Land Co., GarCo Ltd., BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuitas Investment Co.

Chairman of Cuartitos.com, a cargo shipping container leasing co.

Longtime member of McAllen Board of Realtors & Edinburg Board of Realtors

Texas Association of Realtors since 1977

Past Zoning Commissioner McAllen Planning & Zoning Board

Past Vice-President of Finance Discovery Montessori School Board

Plazas Del Lago HOA Finance Director

Chairman, Hidalgo County Appraisal District Board of Directors 1991 to Present

Boy Scouts of America – Troup Leader

Current Director, Texas Land Developers Association

Member of Santa Gertrudis Breeders International

Previous Member Edinburg Hospital Authority Board of Directors

Member of Las Villas at South Padre Island Board of Directors

Member of Holy Spirit Catholic Church

Previous Director of Edinburg Chamber of Commerce Board of Directors

Current Member of Edinburg Chamber of Commerce

Current Member of McAllen Chamber of Commerce

Current Member of McAllen Hispanic Chamber of Commerce

**David Hernandez**
**Weslaco**

President/Owner & Operator of Holiday Wine & Liquors

Partner/Owner Pop-A-Top, Harlingen

Partner The Good Ice Company Weslaco

Owner of Hernandez Farms, OCT Distributing

Vice-Chairman, Hidalgo County Appraisal Board of Directors 2006 to Present

Served 6 years as Director Weslaco Economic Corporation

Served 7 years as Director Weslaco Economic Corporation

Served 25 years and continue to serve on Weslaco Planning & Zoning Commission

Currently Chairman on Weslaco Planning Weslaco Planning & Zoning Commission

Former Weslaco ISD Board Member

Former McAllen Boys & Girls Club Member

Former Palm Valley Animal Shelter Board Member

Board Member McAllen Chamber of Commerce

Member Hispanic Chamber of Commerce

Member Weslaco Chamber of Commerce

Member Rio Grande Valley Partnership

**Monte Churchill**

Worked for Mercedes ISD from 1964-1997

The last 17 years served as Superintendent

Retired and began as an Administrator for South Texas Community College

Retired from STC January 1, 2013

In 2004 was elected to the Mercedes Board of Education and served until 2012

He has been married to Kathryn Blake for 53 years. Has one son, Edward who is presently the Superintendent of Crystal City ISD.

**Orlando Lozano**

**No Bio or Photo Provided**

**Reynaldo Perez**

**No Bio or Photo Provided**

**Amador Requenez**
**Mission**

Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to 2009
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

**Shavi Mahtani**

President and Founder of Domain Development Corp.
Has over 20 years of experience in developing commercial and residential real estate including Shopping Centers, Single-Family Subdivisions, Multi-Family Subdivisions as well as various other creative land development projects.
Mr. Mahtani has amassed over 15 shopping centers and 13 Subdivisions as well as 5 new real estate projects, which are currently under construction.
His company Domain Development specializes in developing higher-end type of properties all in the Hidalgo County region.
He enjoys being a part of the progression and growth of his community and looks forward to a bright future for the RGV.

# Eddie Betancourt

**EDUCATION:** University Of Texas Pan American
B.B.A., 1994
Major (Marketing & International Business)

**Professional Overview**

Large Scale Construction Projects
Real Estate License Holder (since 1994)
Realty and Construction management
Retail Management Experience
Automotive (Tire Wheel & Accessories) experience
Currently own and operate multiple business Real Estate ventures

**BUSINESS EXPERIENCE:**

**Aug 1984 to Present**

R & B General Construction Co, Inc.
McAllen TX. ( President )
Administer construction budgets and supervise a staff of 60 full-time employees. Plan & design industrial warehouses and commercial ventures. Asist in the development of industrial facilities in various industrial parks. Coordinate construction of residential homes and renovations of commercial projects. Work closely with city municipalities, engineers, architects. Often present viable projects to city and county entities, and city officials to obtain necessary variances and permits for various private projects to meet city ordinances and overall building codes. Development and Management of multi-million dollar investment projects, specializing in the Cold Storage warehouse industry.

**Oct 2015 to Present National Tire and Wheel, LLC**

Co-owner and President.
Purchased existing business on 10/22/2015.
Current sales have exceeded historical sales.

**Feb 2012 to Present**

E2H Investments, LLC
General Retail Partner Manager.
Manage a Rent To Own Business.
Account Management
Sales
Marketing

**Sep 2004 – March 2010**

EZ Rim & Tire
Oversaw General Management of Rent To Own Wheel and tires
Managed Budget and advertising campaigns
Start up business that was profitable in 6 months.
Established business from startup to 750,000 in sales within 16 months.

**January 1992 –to 1998**

Century Forwarding Agency, Inc
Hidalgo, Texas (Vice-President)
Manage export operation of the Agency specializing in exporting general goods for various Mexican and American corporations as well as managing. Just In-Time inventories for various fortune 500 companies. Successfully implemented all logistics for Wal-Mart Mexico and Wal-Mart USA specializing in their produce sector through various U.S and Mexican custom brokers with strict adherence to the NAFTA rules and regulations.

**Aug 1987 to 1992**

Technics Construction of Texas Inc.
McAllen, TX.
Vice-President Administered construction budgets and supervised a staff of 30 full-time employees. Designed and Build warehouse storage facilities. Assisted in the Development of Industrial facilities. Coordinated all aspects of construction for residential homes and renovations of commercial projects.

## COMMUNITY SERVICES:

- **Appointed Member to Hidalgo County Appraisal Review Board 2007 - 2012**
  **Positions Held on Board**
  - Member
  - Secretary
  - Chairman

## PROFESSIONAL DEVELOPMENT:

University of Texas Pan-American
School of Business Continuing Education
Real Estate, Appraisals, Marketing, Real Estate principles, Law and Contracts Mathematics, and Finance.
State Licensed in Real Estate # 0440351(1994)
Fluent in Reading and Writing Spanish

## EXTRA CURRICULAR ACTIVITIES:

- ENACTUS Advisory Board (Student In Free Enterprise early 90's Alumni)
- Chairman entrepreneurship workshops,
- Small business development conference Invitee speaker
- Active supporter of Higher Education
- Golfing Activities, Fishing,
- Active in Daughter's School Programs (Outreach)
- Enjoy Family Trips

**RESOLUTION NO. R-2019-____**

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

**WHEREAS**, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

**WHEREAS**, the City of Pharr is entitled to cast a total of 115 votes in said election; and

**WHEREAS**, ballots must be returned by December 16, 2019, which is the deadline for accepting votes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Pharr, Hidalgo County, Texas, that city does hereby cast _____votes for _____for Hidalgo County Appraisal Board of Directors for 2020-2021.

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS** on this the_____day of _____, 2019.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.D.
**DATE SUBMITTED:** October 25, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Rita Galvan, Secretary

**DEPARTMENT**: Development Services

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Resolution amending the boundaries of the Historic Downtown Main Street District.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City of Pharr continues to provide a review process for the continued preservation and appropriate development of the City's historic resources and takes necessary steps to strengthen the economy. At the discretion of the city commission, the area may be altered or expanded as needed.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Rita Galvan | Created/Initiated - 10/25/2019 |
| Roland Gomez | Approved - 10/30/2019 |
| Melanie Cano | Approved - 10/30/2019 |
| Patricia Rigney | Approved - 10/30/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY OF PHARR, TEXAS AMENDING R-2013-78 TO REMOVE A PORTION OF THE BOUNDARIES OF THE HISTORIC DOWNTOWN MAIN STREET DISTRICT; SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE; PUBLICATION**

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

SECTION 1: DIRECTIVE TO REMOVE A PORTION OF THE BOUNDARIES OF THE HISTORIC DOWNTOWN MAIN STREET DISTRICT.

A. Be it known that hereafter, the City of Pharr has worked closely with key partners from the private and non-profits sectors and citizen groups to revitalize the City's Historic Downtown Main Street District.

B. These steps have brought several accomplishments to the City in downtown planning, economic development, heritage tourism and preservation.

C. The City of Pharr continues to take key steps in master planning and execution to turn the Historic Downtown Main Street District into a pedestrian haven as well as a historical, shopping and festival destination.

D. The City of Pharr continues to improve and strengthen the economy, one such key step is to remove a portion of the boundaries of the Historic Downtown Main Street District as indicated in Exhibit "A".

SECTION 2: 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 3: SEVERABILITY CLAUSE:

The invalidity of any section, clause, sentence or provision of this resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 4: EFFECTIVE DATE; PUBLICATION:

This Resolution shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk. This Resolution may be published, after passage, in one issue of the official paper.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the first and only reading on the _____ day of _____, 2019.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ,
MAYOR

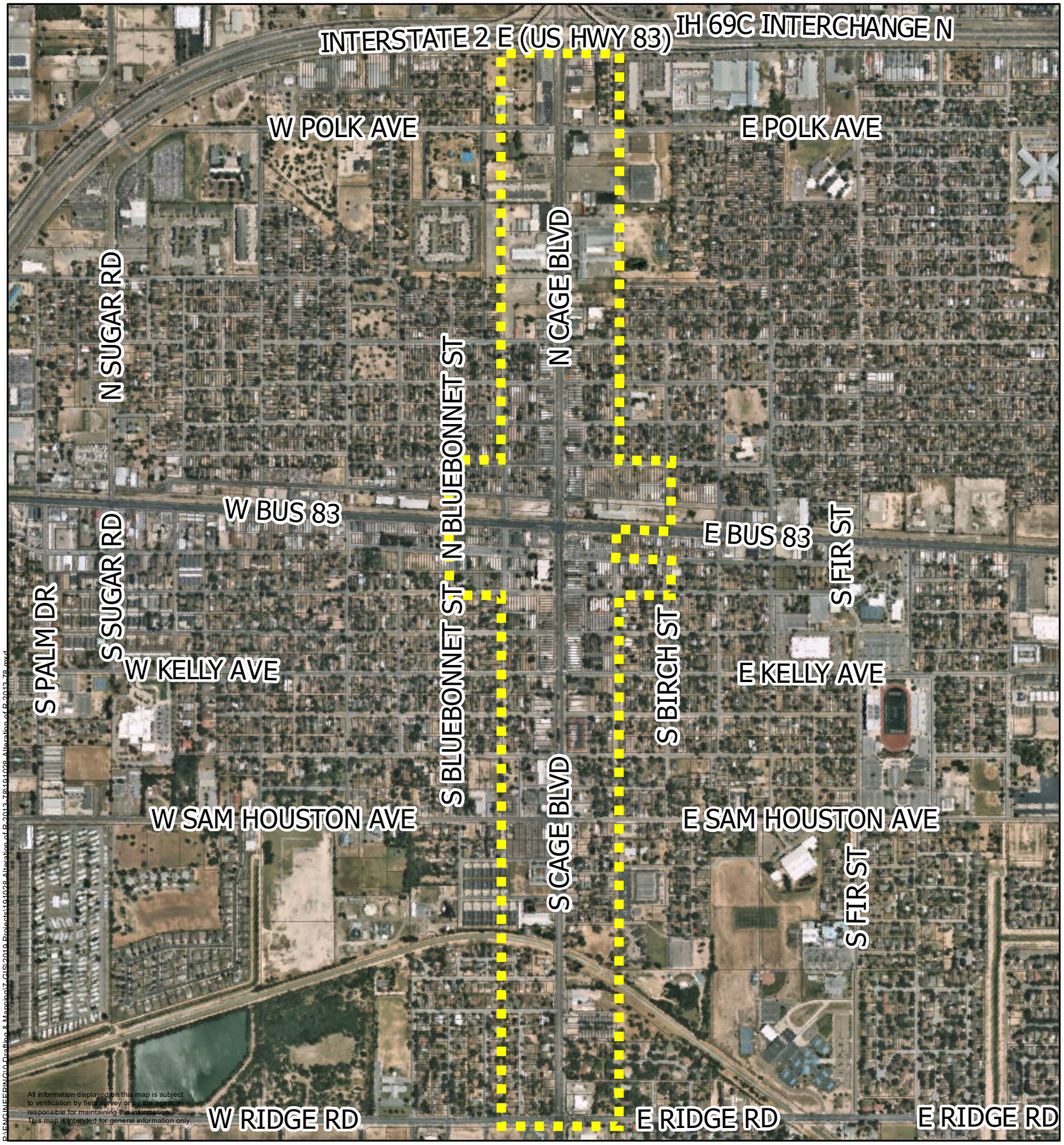
ATTEST:

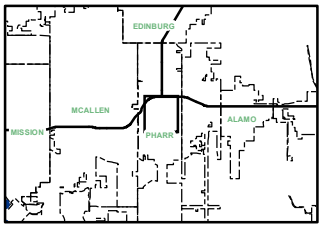
_____
HILDA PEDRAZA, CITY CLERK

**EXHIBIT A**

# City of Pharr

## Location Map




Pharr City Limit

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/28/2019

Scale: 1 inch = 1,200 feet

0 600 1,200 2,400 3,600 4,800 Feet

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.E.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Karla Moya, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Resolution authorizing Publication of Notice of Intention to Issue Certificates of Obligation in an Aggregate Principal Amount not to exceed $25,000,000

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** To fund Natatorium Project, City needs to issue no more than $25,000,000 in debt through a Certificate of Obligation. This resolution is only to publish intent to public. Two publications are required one a week for two weeks.

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Karla Moya | Created/Initiated - 10/31/2019 |
| Patricia Rigney | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**CERTIFICATE FOR RESOLUTION**

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

We, the undersigned Mayor and City Secretary of the City of Pharr, Texas (the "City"), hereby certify as follows:

The City Commission of the City convened in a regular meeting on November 4, 2019, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Commission, to wit:

| | |
|---|---|
| Ambrosio Hernandez | Mayor |
| Eleazar Guajardo | Commissioner Place 1 |
| Roberto Carillo | Commissioner Place 2 |
| Ramiro Caballero | Commissioner Place 3 |
| Daniel Chavez | Commissioner Place 4 |
| Ricardo Medina | Commissioner Place 5 |
| Itza Flores | Commissioner Place 6 |

and all of such persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2020, FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

(the "Resolution") was duly introduced for the consideration of the City Commission and read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: __ NAYS: __ ABSTENTIONS: __

That a true, full and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the City Commission's minutes of such meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Commission's minutes of such meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; that each of the officers and members of the City Commission

was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting for such purpose; that such meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of such meeting was given as required by the Open Meetings Law, Chapter 551, Texas Government Code.

SIGNED AND SEALED this November 4, 2019.

| | |
|---|---|
| City Secretary<br>CITY OF PHARR, TEXAS | Mayor<br>CITY OF PHARR, TEXAS |

(SEAL)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2020, FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO**

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City Commission (the "City Commission") of the City of Pharr, Texas (the "City"), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Commission has determined that it is in the best interests of the City and otherwise desirable to issue the City of Pharr, Texas Certificates of Obligation, Series 2020, in one or more series, in an aggregate principal amount not to exceed $25,000,000 (the "Certificates") for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Commission intends to publish notice of intent to issue the Certificates (the "Notice") in a newspaper of general circulation in the City; and

WHEREAS, the City Commission has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS:

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's

website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Designation of Self-Supporting Securities. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 4. Authorization of Preliminary Official Statement. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the City Manager, the Deputy City Manager and the Director of Finance to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 5. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

Section 7. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[*signature page follows*]

PASSED AND APPROVED this 4th day of November, 2019.

_____
Ambrosio Hernandez, MD., Mayor
City of Pharr, Texas

ATTEST:

_____
City Secretary
City of Pharr, Texas

(SEAL)

**EXHIBIT A**
**NOTICE OF INTENTION TO ISSUE CERTIFICATES**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Pharr, Texas (the "City") will meet at its regular meeting place at City Hall, 118 S. Cage, Pharr, Texas 78577 at 4:00 p.m. on the ___th day of January, 2020, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation in one or more series, payable from an annual ad valorem tax, as well as a limited pledge of $1,000 of the surplus revenues of the City's water and sewer system, in the maximum aggregate principal amount of $25,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Commission at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the design and construction of an new natatorium and (ii) cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is $36,555,888. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 4.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. _____, dated November 4, 2019, which resolution is available from the City upon request) is $45,935,000, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is $104,968,500.50.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 4th day of November, 2019.

_____
City Secretary
City of Pharr, Texas

**EXHIBIT B**
**SELF SUPPORTING DEBT**

| Principal Amount Designated as Self Supporting | Series Designation |
|---|---|
| | |
| $ | Total Principal Amount Designated as Self-Supporting |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 7.F.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Karla Moya, Finance Director

**DEPARTMENT**: Finance

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on Resolution authorizing the reimbursement of expenditures on certain City Capital Projects to include a Natatorium with City of Pharr, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

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## ROUTING:

| | |
|---|---|
| Karla Moya | Created/Initiated - 10/31/2019 |
| Karla Moya | Approved - 10/31/2019 |
| Patricia Rigney | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**RESOLUTION NO. _____**

**RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT**

| | |
|---|---|
| STATE OF TEXAS | § |
| COUNTY OF HIDALGO | § |
| CITY OF PHARR, TEXAS | § |

WHEREAS, the City of Pharr, Texas (the "City") intends to issue debt for the construction and improvements of certain public works to include: (i) a Natatorium and (ii) professional services rendered in connection with the above listed project (the "Project").

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, the City desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

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

The City reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the City, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is $25,000,000.00.

PASSED, APPROVED AND RESOLVED this the 4th day of November, 2019.

_____
Mayor
City of Pharr, Texas

ATTEST:

_____
City Secretary
City of Pharr, Texas

(SEAL)

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.A.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT**: Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, rejecting sole bid for the South Pharr Development and Research Center Time Capsule (Project No. 1819-01-528-C017-206)

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** On September 20, 2019, the City of Pharr received one bid for the South Pharr Development and Research Center Time Capsule (Project No. 1819-01-528-C017-206) in the amount of $129,750.00

This bid was over the Architect's estimated cost of $75,000.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends rejecting sole bid.

**Alternatives:**

---

## ROUTING:

| | |
|---|---|
| Omar Anzaldua | Created/Initiated - 10/30/2019 |
| Omar Anzaldua | Approved - 10/30/2019 |
| Veronica Gutierrez | Approved - 10/30/2019 |
| Patricia Rigney | Approved - 10/30/2019 |
| Karla Moya | Approved - 10/31/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# CITY OF PHARR

**BID OPENING: SEPTEMBER 20, 2019 AT 4:00 P.M.**
**LOCATION: CITY COMMISSION ROOM (2ND FLOOR)**
**PROJECT #1819-01-528-C017-206**
**SOUTH PHARR DEVELOPMENT AND RESEARCH CENTER TIME CAPSULE**

| | | | | | BIDDERS: | | |
|---|---|---|---|---|---|---|---|
| ITEM NO. | COMMODITY NO. | DESCRIPTION | UOM | QTY | J. PENA CONSTRUCTION MCALLEN, TX | | |
| 1 | 912-31-01001 | BASE PROPOSAL | LS | 1 | $129,750.00 | | |
| 2 | 912-31-01002 | ALTERNATE 1-REFER ALTERNATES FORM SECTION 00 43 23 | LS | 1 | ($12,750.00) | | |
| | | | | COMPLETION | 75 DAYS | | |
| | | | | ADDENDUM | YES | | |
| | | | | HARD COPY SUBMITTED | YES | | |
| | | | | ELECTRONIC COPY SUBMITTED | YES | | |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.B.
**DATE SUBMITTED:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT**: Engineering

**DIRECTOR:** Omar Anzaldua

**Agenda Item:** Consideration and action, if any, on acceptance of the Pharr Information Technology Office Room Additions Project and Release Retainage in the amount of $8,464.44. (Project# 1819-39-510-C014-001)

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** Renoworks has completed the Pharr Information Technology Office Room Additions  Project) A final walk through was held on November 1st 2019, and improvements were completed in general compliance with project scope of work.

**Financial Consideration:**
Original Contract: $68,895.00

**Staff Recommendation:** Staff recommends approval of acceptance of project and release of the Retainage in the amount of $8,464.44

**Alternatives:** None.

## ROUTING:

| | |
|---|---|
| Omar Anzaldua | Created/Initiated - 10/30/2019 |
| Omar Anzaldua | Approved - 10/31/2019 |
| Patricia Rigney | Approved - 10/31/2019 |
| Karla Moya | Approved - 10/31/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.C.
**DATE SUBMITTED:** November 1, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Hilda Pedraza, City Clerk

**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). ***(Tabled)***

**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:

| | |
|---|---|
| Hilda Pedraza | Created/Initiated - 11/1/2019 |
| Omar Anzaldua | Approved - 11/1/2019 |
| Veronica Gutierrez | Approved - 11/1/2019 |
| Patricia Rigney | Approved - 11/1/2019 |

| | |
|---|---|
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | New - 10/18/2019 |

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:** November 1, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Hilda Pedraza, City Clerk

**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) ***(Tabled)***

**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:

| | |
|---|---|
| Hilda Pedraza | Created/Initiated - 11/1/2019 |
| Omar Anzaldua | Approved - 11/1/2019 |
| Veronica Gutierrez | Approved - 11/1/2019 |
| Patricia Rigney | Approved - 11/1/2019 |
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | New - 10/18/2019 |

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:** October 30, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Jose Pena, IT Director

**DEPARTMENT**: IT

**DIRECTOR:** Jose Pena

**Agenda Item:** Consideration and action, if any, authorizing City Manager to continue maintenance and support services agreement with Frontera Consulting for the South Pharr Pilot Wi-Fi Project. (Project #1819-01-518-IPQ008-001)

**Classification:** Regular

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

**Exclude Material from Public Packet?** Yes
**Reason:**

**Issue:** The City of Pharr selected Frontera Consulting to install, maintain, and support the South Pharr Pilot Wifi project in November 2017. We are now requesting if we can continue with the services agreement for another year. Fifty (50) homes have been online and receiving wireless internet services inside their homes after being selected by PSJA ISD as having children in school and being low income families.

This was budgeted by our department for this fiscal year. Monthly Maintenance fee is $3,250.00/month for a total of $39,000.00 annually.

**Financial Consideration:** 01-51800-5530 $39,000

**Staff Recommendation:** Staff recommends approval of renewal services agreement with Frontera Consulting for another year. (November 15, 2019 to November 15, 2020).

If approved, staff is requesting authorization, with City Manager approval, to renew subsequent yearly maintenance services agreement.

**Alternatives:**

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**ROUTING:**

| | |
|---|---|
| Jose Pena | Created/Initiated - 10/30/2019 |
| Veronica Gutierrez | Approved - 10/31/2019 |

| | |
|---|---|
| Patricia Rigney | Approved - 10/31/2019 |
| Karla Moya | Approved - 10/31/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# Scope of Work

**Project:**

City of Pharr

Configuration, Installation & Maintenance of a Wireless Network Pilot Project for DO4RGV


Prepared By:

**Miguel Herbst**
**Frontera Consulting**
miguel@gofrontera.com
956 821 2194

Prepared For:

**Cynthia Garza Reyes**
**Pharr Economic Development Corporation**
cynthia.garza@pharr-tx.gov
956 402 4332

About us
- Contacts

Project Intent

Responsibilities of Customer

The Proposed Services
- Proposed Services

Scope of Work
- Engineering and Design Services
  - Data Collection
  - Predictive Modeling of Project to Determine Wireless Feasibility
  - Network and Installation Design
- Physical Installation Services
  - Equipment Enclosure / Rack installation
  - Unlicensed Microwave Point to Multipoint Access Points
  - Unlicensed Microwave Point to Multipoint End-Points
  - Physical Cabling Of Unlicensed Microwave Point to Multipoint Access Points
  - Physical Cabling of Unlicensed Microwave Radios (PMP End-Points)
- Equipment Configuration Services
  - Integrating into the Existing Network
    - Network Inventory and Configuration Mapping
    - Modification of Network Access Devices
    - Existing Configuration Backup and Protection
    - Range and Limitations of Services
  - Configuration of Router / Firewall
  - Configuration of Access Points and End-Points
  - Configuration of Management Services
    - Administrator Username and Password Information
    - Broadcast SSIDs
    - Open Wireless Networks
    - Secured Wireless Networks
      - Type of Security on Secured Wireless Networks
    - All Other Settings
- Maintenance Services
- Assumptions
- Project Management
- Points of Contact
  - Frontera Consulting
  - City of Pharr

Scope of Work Management
- Definition of Scope
- Change Order Management / Scope Modification
- Acceptance and Sign-off
- Key Performance Indicators (KPIs)
- Acceptable Performance Indicators
- Physical Acceptance

Project Sign Off
- Overall Project Sign-Off

Terms & Conditions

Definition of Product / Service Provided by Frontera Consulting, LLC
- Fiber Optic Network Installation
- Copper Data Network Installation
- Wireless Network Installation

Acceptance of Product / Service Provided by Frontera Consulting, LLC by City of Pharr project managers.

Payment Schedules

A schedule of payments to be attached.

Service Disclaimers
- Service Completion and Sign-off Disclaimer:

Limitation of Liability

Limited Warranty of Installation

Regulatory Compliance:

Predictive Studies

Restocking

Signature of Acceptance

ADDENDUM A
- SCHEDULE OF PAYMENTS

ADDENDUM B
- Maintenance Services
  - Description of Maintenance Services
  - Notifications
  - Length of Maintenance Services
- Maintenance & Support Services Agreement
  - Maintenance Services for Tower Side Components
  - Maintenance and Technical Support Services for Customer / End-User Side Components
- Overall Maintenance Services Signature of Acceptance

## About us

Frontera Consulting was established in 2012 in McAllen, Texas as a culmination of over 20 years experience in various technology industries and over 10 years experience in business management, entrepreneurship, and consulting. The purpose behind establishing Frontera was to fill a gap in the Rio Grande Valley with high-quality services and a linecard of high-quality products, the likes of which have never been offered in this area.

As an integrator and full-service consulting firm, Frontera Consulting LLC specializes in creating technology platforms for enterprise businesses, cities, utilities, law enforcement, educational facilities and organizations of every shape and size. With more than 20 years of experience in the industry and partnerships with prominent technology leaders, we pride ourselves on our ability to produce creative solutions for every need and every client.

From inception, planning, design, deployment, and support, Frontera Consulting LLC focuses on problem solving by taking technology out of the way, and making it an intuitive and integral part of the way you do business.

With specific regard to connectivity in South Texas, our founding partners are pioneers in the internet industry in the Rio Grande Valley. From the inception of dial-up internet services to some of the first websites built in the Valley, we have been trusted developers and advisors to online connectivity and content for two decades. In the late 90's and early 2000's, 2 of the top 4 most visited websites in South Texas belonged to the founding members of Frontera!

Through an emphasis on process, procedure, and dedicated commitment to our community, the attitude carried by each person involved in Frontera is that we take pride in our work and provide the highest quality services for people and companies that we interact with on a daily basis.

# Contacts

Visit: http://www.gofrontera.com

Call: 956 320 9434

Write to: 601 N Main, Suite B, McAllen, Texas USA 78501

## Project Intent

The purpose of this project is to design, engineer, commission, install and maintain a new, outdoor, wireless Point to Multipoint (PMP) network platform for the City of Pharr, as approved by the City of Pharr project managers.

Primarily, this new network will provide wireless internet connectivity from the Pharr Fire Department tower to 50 residents of the City of Pharr.

## Responsibilities of Customer

The following responsibilities shall be met by the customer prior to commencement of services by Frontera Consulting, LLC

1. Customer shall provide tower space and access to the the Pharr Fire Department tower located at 7107 S. Cage Blvd.
2. Customer shall provide space for installation of an equipment enclosure/rack in an equipment closet at Pharr Fire Department.
3. Customer shall provide resident information as well as advance notification to residents of project and obtain a verbal/written agreement to provide said service to residents.
4. Customer shall provide adequate IP space for any and all equipment being installed, down to resident devices, if necessary.

# The Proposed Services

## Proposed Services

There are three (3) types of proposed services included in this Scope of Work

1) An **engineering and design** portion consisting of
   a) The data collection and fact-finding about the current buildings and location
   b) The predictive model of the entire project to determine wireless feasibility
   c) The network and installation design of the project
2) A **physical** infrastructure portion consisting of
   a) The physical installation of the equipment enclosure/rack
   b) The physical installation of the unlicensed microwave point to multipoint access points
   c) The physical installation of the unlicensed microwave point to multipoint end-points & home router client premise equipment
   d) The physical cabling to each of the installed unlicensed microwave point to multipoint access points
   e) The physical cabling to each of the installed unlicensed microwave point to multipoint end-points and home router client premise equipment
3) A **configuration** portion consisting of
   a) Integration into existing network
   b) The configuration of each of the installed proposed switches / routers / firewalls
   c) The configuration of each of the installed proposed unlicensed microwave point to point connection
   d) The configuration of each of the installed microwave point to multipoint access points & end-points
   e) The configuration of each of the installed home router client premise equipment
   f) The configuration of each of the installed Management services
4) A **maintenance** portion consisting of
   a) The on-going maintenance and administration of the installed network
   b) The customer and technical support of the end-users of the network

## Scope of Work

# I. Engineering and Design Services

### a. Data Collection

To properly understand the environment that the services will be rendered in, it is necessary to collect all data about the Fire Department building and tower. This information will be used to determine the installation location and information. Data will also be gathered to help understand and predictively model the transmitted and received signal levels from the wireless equipment that is to be installed at the tower location and the assumed levels of connectivity at each of the individual home sites in the Pilot Project.

This information should be made available to Frontera Consulting via the following items:

- Construction and structural elements and their associated types of materials for the Fire Department tower.
- Addresses of each of the proposed home sites
- Building / room location for the room in which the equipment will be installed at the tower location.

### b. Predictive Modeling of Project to Determine Wireless Feasibility

A predictive analysis shall be performed to determine the wireless feasibility of the project. This analysis includes the orientation and types of antenna, power requirements, and any mounting specifics necessary in order to provide adequate signal to each end-point. The predictive analysis will be performed using industry-standard toolsets, and when possible, manufacturer-authored software, in accordance with the best practices of the manufacturer. The output of this analysis will be made available to the client in digital format.

### c. Network and Installation Design

In order to accurately determine the mounting locations and logistics necessary to build out the network, a network and installation design must be completed. This will provide the necessary requirements with regards to mounting brackets and consumables needed to properly install all hardware and cabling needed for the network at both the tower site and assumed installation locations. Industry-standard software will be used to determine placement of devices, cable length, and cable routing. A report with these amounts, if necessary, may be completed and available to the customer digitally.

## 2. Physical Installation Services

### a. Equipment Enclosure / Rack installation

At the Pharr Fire Department, located at 7107 S Cage Blvd. Pharr, TX, an enclosure / rack shall be installed to house equipment on site. Enclosure / rack shall be mounted on a wall in a designated and agreed upon area provided by the city, generally where other such equipment is located on site. Enclosure / rack will be securely mounted depending on building construction material (concrete walls, drywall/studs).
An Uninterruptible Power Supply (UPS) battery backup will be installed within enclosure / rack which will connect to a nearby electrical outlet to supply battery backup to all equipment within enclosure.
Equipment within the enclosure will be:

1. Cambium CMM5 Power Injector
2. Cambium CMM Power Supply
3. Cambium GPS synchronization equipment.
4. The recommended router / firewall solution
5. The UPS
6. Other equipment as necessary

A ground cable shall be installed and connected to the rooms grounding bus bar, if one is not installed one can be installed at an additional cost.

### b. Unlicensed Microwave Point to Multipoint Access Points

At the Pharr Fire Department tower a Cambium PMP 450m Base Station will be installed at or near the very top of the Tower. Each Cambium PMP 450m Base Station shall be installed with orientations to establish adequate coverage, based upon network design, of the proposed project site.
A GPS synchronization cable will be connected to a tower-mounted GPS antenna.
Each Cambium PMP 450m Base Station shall have 1 shielded outdoor rated CAT6 ethernet cable with 1 shielded outdoor rated CAT6 connector attached to its ethernet port to be ran down the tower.
The cable shall be ran into the designated equipment room and enclosure/rack.
Each cable shall be plugged into a rack mounted lightning protection unit, which will be grounded to the equipment room's grounding bus bar.
From the lightning protection unit patch cables will be ran to the CMM5 Power Injector, that will be providing power and GPS data synchronization to each Cambium PMP 450m Base Station.
From the CMM5 Power Injector, CAT6 patch cables will be connected to the recommended router/firewall. This device will be connected to the city's network, giving us a link to the internet, via the WAN1 port.

### c. Unlicensed Microwave Point to Multipoint End-Points

At each client site, installation methods will vary based upon location of equipment, Line of Sight (LOS) requirements, and customer input.
Each site will have a Cambium PMP 450b Subscriber Unit (SU) installed at the best determined location on the residence that provides clear LOS to the Cambium PMP 450m Base Station oriented in the direction of the home site and located on the Tower at the Fire station.

A shielded outdoor rated CAT6 ethernet cable and shielded CAT6 connector will be used to connect to the Cambium PMP 450b Subscriber Unit (SU) to the powered port on the cnPilot R201 installed within the residence. This will provide data and power connectivity to the Cambium PMP 450b Subscriber Unit (SU).

The cnPilot R201 will provide the endpoint routing, WiFi, and management at the residence.

### d. Physical Cabling Of Unlicensed Microwave Point to Multipoint Access Points

An outdoor rated, shielded CAT6 Ethernet cable, and the appropriate shielded CAT6 end connectors will connect to the Cambium PMP 450m Base Station and run down the tower. This cable will be secured using adequate lengths of 12 gauge twisted and secured copper wire or UV rated nylon cable ties. The CAT6 cables will be routed into the designated equipment room and connected to the lightning protection unit mounted on the enclosure/rack. Each cable will be properly labeled in order to distinguish which cable connects to which device.

### e. Physical Cabling of Unlicensed Microwave Radios (PMP End-Points)

Each site will use outdoor rated shielded CAT6 ethernet cabling as well as Shielded CAT6 connectors attached to the Cambium PMP 450b Subscriber Unit (SU) and routed along the perimeter of the building and secured via insulated staples/tacks. The cable will enter the building via drilled holes / penetrations fed through cable bushings and caulked with waterproof silicon to create a weathertight seal. The CAT6 cables will then be punched down into a keystone jack which will be inserted into a mount box that will be mounted to the wall. From the mount box a patch cable will be used to connect to the cnPilot R201 via the WAN/POE port. The supplied power cable will then be connected to the cnPilot R201 and an electrical outlet powering up the R201 (WiFi), finalizing the connection back to the internet. It is highly recommended the cnPilot R201 be mounted to the wall, but shall be at the discretion of the home owner.

## 3. Equipment Configuration Services

### a. Integrating into the Existing Network

Although the existing infrastructure may be such that it is capable of serving the immediate needs of the network, it may not be suitable for the future needs of the newly installed technology. It is important to understand the way that the network is currently functioning, including the way the network is engineered.

#### Network Inventory and Configuration Mapping

It is essential to understand the way that the devices on the network are currently communicating. A network design as well as a realistic inventory is optional, and highly recommended. If one is not available, this service may be performed in addition to the services in scope at a rate agreed upon by both parties.

As a deliverable item resulting from this process, a true and accurate map of the existing network will be made, including all connectivity locations. The following devices should be mapped including all physical, logical, and virtual connections:

1. Routers
2. Switches
3. Firewalls / MTUs / Access Devices

Once the assessment of the network has been made and a true and accurate inventory is complete, configuration to accept the new infrastructure may begin.

#### Modification of Network Access Devices

Network Access Devices (NAD) are any and all routing, switching, access, firewall, security, and data transport devices that are in-line of the communications network path to the open internet. These devices will have to be configured to pass traffic through from the wireless network and at times be configured with regards to extension of their services across the network.
In order to make the appropriate modifications to the network, the following information must be made available:

1. IP Addresses of access equipment
2. Usernames and Password at Read/Write, Admin, Root, or Enable level of equipment necessary to gain unblocked and open access to the open internet.
3. Any security keys necessary to provide for full configuration of the equipment.

#### Existing Configuration Backup and Protection

All devices access will first be backed up and the configuration information will be saved prior to any work done to integrate the WLAN.

#### Range and Limitations of Services

The range of services provided on these devices will be to integrate the WLAN into the existing network. There will be no other network configuration on the devices to troubleshoot, break-fix, enhance, change,

or support any network device other than the newly appointed equipment. Should these services be sought out, please contact your account manager to design a technology plan for this.

### b. Configuration of Router / Firewall

The newly recommended and implemented Router / Firewall will need to be configured to pass traffic from the existing network to the new Wireless Network. If there are any specific configuration parameters that are required for connectivity, this needs to be provided before the configuration. Specific parameters may include:

- Static or Dynamic IP Configuration from the client for the device
- Gateway or router address of NSP
- DNS host locations addresses
- Any passwords or credentials necessary for connectivity to NSP

Once these are obtained the Router / Firewall will be configured with a basic service set, set to the factory defaults of the equipment manufacturer, unless otherwise specified.

The default username and password credentials will be changed, for security purposes, to the following:

- Default Administrator: admin
- Default Administrator password: 118SCage

If the Router / Firewall has a license for any security services bundle, they will all be enabled by default with the exception of content-restricting web-filtering. All content-specific restrictions web filters will be disabled.

### c. Configuration of Access Points and End-Points

Each of the APs will be set to receive configuration from the CA on the network, as well as all IP configuration via DHCP. This will ensure that regardless of network and IP configuration changes, now or in the future on the network, the equipment will continue to dynamically operate.

APs will hide their broadcasted SSID to all SMs (Subscriber Modules) and will also operate at a WPA2 security encryption.

### d. Configuration of Management Services

A Cloud-based network management service will be used to administer, control, and configure the wireless network that is deployed.

The address of the cloud management will be located at:
https://cloud.cambiumnetworks.com

Administrator Username and Password Information

A default administrator username and password should be provided by the client. If no information is given, the following will be used:

Username: CityOfPharr
Password: 118SCage

Broadcast SSIDs

Broadcast SSIDs, or wireless network names, should be assigned by client. If no information is provided, the following will be used:
Default SSID: Pharr WiFi

Open Wireless Networks

All wireless networks will be assumed to be open wireless networks unless specified by the client.

Secured Wireless Networks

If specified, wireless networks can be configured to be secured networks.

Type of Security on Secured Wireless Networks

By default WPA2 AES or stronger wireless encryption is recommended. The default passphrase for these networks will be set to **118SCage** unless otherwise specified.

All Other Settings

All other configuration settings will be set to / remain at default configuration.

## 4. Maintenance Services

Any maintenance services for this proposed network will be outlined in an addendum to this document specifically naming out those services and the prices associated.

# Assumptions

The following general assumptions are made with regard to providing the hardware, installation, and integration of this network for City of Pharr.

1. Frontera Consulting & City of Pharr, will coordinate date, time, and meeting place for installation of equipment.
    1. City of Pharr, to propose date and time, Frontera Consulting to agree or disagree.
2. City of Pharr will provide cable entrances, conduit, penetrations, and ingress cable runs, with cable provided by Frontera Consulting, inside Fire Department.
3. Electrical service will be ready and available, provided by end-user, at each location prior to mounting any equipment.
4. City of Pharr will make available all clearances to site locations as chosen including all security measures and access necessary.
5. City of Pharr will secure necessary authorization for Frontera Consulting and its subcontractors with regard to full access at Fire Department.
6. City of Pharr will make available, if necessary, name badges for Frontera Consulting and its sub-contractors.
7. City of Pharr will notify all necessary authorities of the time and date that the work will begin and for the duration of the project, if outdoor work is necessary.
8. Frontera Consulting will follow best practices and procedures for mounting, weatherproofing, and grounding at each equipment location.
9. Frontera Consulting will not be held responsible for end-user devices quality of service issues arising from or due to RF interference, noise, congestion, electrical & mechanical issues, lack of signal quality, or internet connectivity.
10. Capability and capacity of network is based on the overall, complete, and fully-functioning network design as defined by the Acceptable Performance Indicators listed in the "Acceptance and Sign-Off" portion of this document. If the network is deployed at any level less than this recommended design, there should be no expectation of a functional network.
11. Measurement of link quality should be performed only by valid measurement tools; spectrum analyzer, local throughput / packet generator, iperf/jperf, ixia Chariot, and vendor defined toolsets. Speed Tests, pings, bandwidth meters, generic apps, etc. are not considered valid measurement tools.
12. If, at any point, any other agency performs any configuration, maintenance, troubleshooting, or service on the network, Frontera Consulting can not and will not be held responsible for any issues arising after the service is completed.
    1. In the event of a termination of services, by either party, Frontera Consulting will make all data, including configuration, passwords, and supportive documents, available to City of Pharr as well as their designated service provider.

# Project Management

## Points of Contact

| | | | |
|---|---|---|---|
| Frontera Consulting | | | |
| Main Point of Contact: | Miguel Herbst | E-Mail: | miguel@gofrontera.com |
| | | Phone: | 956 821 2194 |
| City of Pharr | | | |
| Main Point of Contact: | Cynthia Garza Reyes | E-Mail: | cynthia.garza@pharr-tx.gov |
| | | Phone: | 956 402 4332 |

# Scope of Work Management

## Definition of Scope

Any item defined on the proposal document is defined as "In Scope" with regards to the project.

Any item not specifically defined on proposal document is defined as "Out of Scope" with regards to the project.

All "In Scope" work is to be completed as per this proposal and any additional SOW.

Any "out of scope" work to be done will be quoted to customer first, in a separate document / proposal, and submitted for approval and / or payment before any work can begin.

## Change Order Management / Scope Modification

Change orders are to be submitted using approved and attached change order form. In order for a Change order to be accepted and modify the initial scope of work that this document outlines, each change order, regardless of who is requesting, must be approved by ALL of the following parties:

1. City of Pharr
2. Frontera Consulting, through one of the partners / primaries of the company
3. The project manager of the Scope of Work
4. The subcontractor, if applicable, who will be handling the work order

Any item that is outside of the original scope of work (out of scope) requires an approved change order. Change orders may extend the overall project timeline, budget, and resources necessary to complete the task. These changes will be outlined in the change order.

# Acceptance and Sign-off

The following items may be included in ATP documentation. Data may be gathered on each item and presented to the Client for verification of acceptance testing purposes.

## Key Performance Indicators (KPIs)

One or more of the following Key Performance Indicators may be collected to verify system implementation and configuration:

1. Received Signal Level at CPE (RSSI)
2. Throughput testing
    1. TCP / UDP Using iperf / jperf
    2. TCP / UDP Using Ixia Q-Check
    3. Jitter testing for VoIP
    4. Small and Large packet handling

## Acceptable Performance Indicators

The following items are considered to be acceptable performance indicators for the purpose of sign-off and acceptance of the wireless network.

- Client home subscriber unit / customer premise equipment MCS rate of 10 or higher
- Minimum user throughput of 25 Mbps download speed to on-network server

## Physical Acceptance

The following items will be documented to verify system installation:

1. Physical Installation Verification
    1. Photographs and diagrams of each AP installation
    2. Photographs and diagrams of each End-Point installation

# Project Sign Off

A sign-off sheet will be required to be executed at the conclusion of the project by the client or the client's proxy before hand-off of the network is completed.
Sign-off sheet will include all ATPs, per site.

## Overall Project Sign-Off

Once all sign-off sheets have been received, a delivery and final acceptance sheet will be presented to the client. This will be the overall project acceptance form and upon execution by the client will signify the completion of the project and acceptance of handover to the client.

## Terms & Conditions

All quotations are valid for 30 days from the quote date.
Any changes to this proposal, the scope of work or the responsibilities assignment must be made in writing and agreed by both Frontera Consulting, LLC and Client.
Travel and Accommodation Expenses incurred for services outside the scope of work stated in this proposal will be billed separately.

## Definition of Product / Service Provided by Frontera Consulting, LLC

The following is the definition of the service provided for this engagement:
Frontera Consulting, LLC will provide wired and wireless network design, engineering, and installation of the proposed products to the best of its ability and in accordance with current industry standards and best practices to meet the following specifications that will render the project completed by the Customer.

### Fiber Optic Network Installation

The fiber optic cable installed will meet and/or exceed the PASS level on an industry standard Optical Time Domain Reflectometer (OTDR) testing kit, ensuring end-to-end connectivity.

### Copper Data Network Installation

The copper CAT5e/6/6A network cable installed will meet and/or exceed the PASS level on an industry standard CAT6 A Verifier and/or Certified testing kit, ensuring end-to-end connectivity.

### Wireless Network Installation

The wireless network will be designed, installed, and tested, at the service levels defined in the Acceptable Performance Indicators section of this document, verifiable through the Cambium cnMaestro platform and on-board diagnostics of the subscriber units and home router customer premise equipment.

## Acceptance of Product / Service Provided by Frontera Consulting, LLC by City of Pharr project managers.

The Customer, City of Pharr, will accept the products and services as "acceptable and completed" when the services are installed to meet the above specified terms, as outlined in the "Definition of Product / Service Provided by Frontera Consulting, LLC" section of this document, by receiving all test results of optical and electrical data cabling and wireless network testing results from a post-installation site survey.

## Payment Schedules

All hardware, equipment rental, consumable, and associated fees necessary to begin work will be paid in full by customer at the beginning of the project. Work will not commence until the money is received and processed.

All services fees for services rendered will be paid in full within 10 days upon completion of work.

A schedule of payments to be attached.

## Service Disclaimers

### Service Completion and Sign-off Disclaimer:

Please note that should you fail to review the services rendered and sign your approval on this "services sign off" document within 5 business days from the day this was received by you, shall constitute your full consent and acceptance of the services described in this document and the professional services provided to you by Frontera Consulting, LLC shall be deemed fully and finally accepted by you.

## Limitation of Liability

(a) Frontera Consulting, LLC shall not be liable to the purchaser or to any third party, for any loss of profits, loss of use, interruption of business or for any indirect, special, incidental, punitive or consequential damages of any kind, whether arising under breach of contract, tort (including negligence), strict liability or otherwise and whether based on this agreement or otherwise, even if advised of the possibility of such damages.

(b) To the extent permitted by applicable law, in no event shall the liability for damages hereunder of Frontera Consulting, LLC or its employees or agents exceed the purchase price paid for the product by purchaser, nor shall the aggregate liability for damages to all parties regarding any product exceed the purchase price paid for that product by that party (except in the case of a breach of a party's confidentiality obligations).

## Limited Warranty of Installation

Frontera Consulting, LLC provides a 1-year warranty on installation services provided by Frontera Consulting, LLC or any contractor or subcontractor acting on their behalf. This warranty is limited to workmanship for

installation service including mounting and attachment. Warrant for hardware is provided and dependent upon each individual manufacturer.

## Regulatory Compliance:

The proposed radio network plan and network design is not intended to address regulatory compliance requirements as may be needed for site licensing, RF contour limits, RF exposure limits, building permits, equipment certification or other regulatory requirements.
Frontera Consulting, LLC is not responsible for any regulatory or government compliance, filings, reports or other of similar nature. The customer is solely responsible for ensuring any requirements of this nature are adhered too prior to commencing network operations.

## Predictive Studies

All RF studies are predictive by nature and do not constitute an exact measurement of power transmission per device provided. Frontera Consulting, LLC makes no guarantee to the accuracy of any study provided and shall not be held liable for any variance in calculation, performance, or reliability.

## Restocking

A restocking fee of 20% per item will be assessed for any item that is ordered and: cancelled, returned, not used, deemed unnecessary, or otherwise gone unused for the project.

## Signature of Acceptance

The above Scope of Work, proposal of services, and overall Terms and Conditions, are approved and provided by Frontera Consulting, L.L.C. for the work required. If you, the customer, agree to this document in whole, please provide a signature below. Upon execution of this document we will begin the process of fulfilling the Scope of Work within the terms and conditions specified and upon payment of the initial fee.

_____ ____/____/____

Frontera Consulting, L.L.C.
Authorized Representative

Date

Cynthia H. Prieto 11 / 20 / 17

City of Pharr
Authorized Representative

Date

# ADDENDUM A

## SCHEDULE OF PAYMENTS

| | |
|---|---|
| Total amount for project (not including taxes): | $74,556.54 |
| Total amount for up-front costs to begin project (including taxes): | $46,106.54 |
| Total amount due within 10 days of completion of services: | $28,450.00 |
| Total amount including all taxes: | $74,556.54 |

DL/20170307

## ADDENDUM B

### Maintenance Services

#### Description of Maintenance Services

Maintenance and administrative services are offered by Frontera Consulting to maintain and keep up to date the overall network. The maintenance services are not designed to be for end-user support, technical support, or customer care, unless specifically noted. They are designed to keep the equipment current on firmware, maintain functionality, and monitor the overall network for anomaly and user-issue related detection, isolation, and remediation. The maintenance services to do not include any on-site visits, service calls, or technician deployments.

On-site work, service calls, and technician deployments will be billed on a case by case basis at a rate not to exceed $150 per hour.

The proposed maintenance services would provide:

24x7x365 network monitoring for:
Overall functionality issues
Network utilization
Network and device up-time
Service interruption detection

Also, when new firmware or software for the installed devices becomes available, Frontera Consulting will notify the customer of a service time / window and will automatically update the software and firmware to the latest field-tested and functioning version.

#### Notifications

A representative of City of Pharr may be notified of any outage or service affecting system issue. Please provide information to provide notification to:

**Contact Information for Notifications**

Name: Ed Wylie

Mobile Number: 956- 249- 2940

E-Mail Address: ed.wylie@pharr-tx.gov

#### Length of Maintenance Services

Maintenance services may be purchased on contract for a monthly, quarterly, or yearly period, with discounts provided for longer periods of time.

## Maintenance & Support Services Agreement

There are two types of Maintenance service that are proposed with this project: services for the tower side components (the base stations) and services and technical support for the customer or end-user locations.

### Maintenance Services for Tower Side Components

Each base station / access device installed and configured by Frontera Consulting qualifies for maintenance services at the rate of

$250 per device per month
$750 per device per quarter
$3,000 per device per year

TOTAL OF DEVICES IN PROPOSAL: 3

| | | |
|---|---|---|
| Monthly: | $ | 750.00 |
| Quarterly: | $ | 2,250.00 |
| Annually: | $ | 9,000.00 |

The City of Pharr would like to choose a payment option for Maintenance Services for Tower Side Components at the following interval:

[ ] MONTHLY $750.00 [✓] QUARTERLY $2,250.00 [ ] ANNUALLY $9,000.00

Make all checks payable to FRONTERA CONSULTING, LLC
Address for remittance is 601 N Main, Suite B, McAllen, Texas 78501

AUTHORIZED BY: _____
PRINT NAME

_____ 11/20/17
Signature Date

## Maintenance and Technical Support Services for Customer / End-User Side Components

Each customer / end-user device installed and configured by Frontera Consulting qualifies for maintenance and technical support services.

Technical support services are from 8:00AM until 5:00PM, United States Central Time, Monday through Friday.

These services are available via telephone at (956) 320-9434 and via email at support@gofrontera.com, unless otherwise noted. These services are provided at the rate of

$50 per home site per month
$150 per home site per quarter
$600 per home site per year

TOTAL OF DEVICES IN PROPOSAL: 50

| | | |
|---|---|---|
| Monthly: | $ | 2,500.00 |
| Quarterly: | $ | 7,500.00 |
| Annually: | $ | 30,000.00 |

The City of Pharr would like to choose a payment option for Maintenance Services for Tower Side Components at the following interval:

[ ] MONTHLY $2,500.00 [✓] QUARTERLY $7,500.00 [ ] ANNUALLY $30,000.00

Make all checks payable to FRONTERA CONSULTING, LLC
Address for remittance is 601 N Main, Suite B, McAllen, Texas 78501

AUTHORIZED BY: _____
PRINT NAME

Signature

11/20/17
Date

## Overall Maintenance Services Signature of Acceptance

The above Maintenance Services are approved to begin. You, the customer, agree to this fee schedule and will be billed immediately upon completion of work for the services to begin. The maintenance services renew per team automatically, unless directed otherwise via email or writing from you the customer.

| | |
|---|---|
| Frontera Consulting, L.L.C.<br>Authorized Representative | ___/___/___<br>Date |
| City of Pharr | 11,15,17<br>Date |

**EXTENSION OF AGREEMENT**
**FOR CONFIGURATION, INSTALLATION & MAINTENANCE OF WIRELESS NETWORK PILOT PROJECT DO4RGV**

**THIS EXTENSION OF MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT FOR CONFIGURATION, INSTALLATION & MAINTENANCE OF WIRELESS NETOWRK PILOT PROJECT DO4RGV,** made and entered into the 15 day November, 20 19 by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Frontera Consulting, LLC**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at 601 N. Main Suite B, McAllen, TX 78501.

**WITNESSETH:**

WHEREAS, CITY and CONTRACTOR entered into a Memorandum of Understanding (MOU) Agreement for Configuration, Installation & Maintenance of Wireless Network Pilot Project DO4RGV, November 20, 2017 by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for the Configuration, Installation & Maintenance of Wireless Network Pilot Project DO4RGV so as to provide CITY services on an as-needed basis pursuant to contract agreement as outlined in the Memorandum of Understanding signed and dated October 26, 2017 and "Scope of Work" signed and dated on November 20, 2019 (**Project #1819-01-518-IPQ008-001)** and

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

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

1. Term of the Agreement is hereby modified so as to extend the term thereof until day of November 15, 2020. The CITY reserves the right to extend for two (2) additional year(s).

IN WITNESS WHEREOF this extension of Agreement for Configuration, Installation & Maintenance of Wireless Network Pilot Project DO4RGV has been signed and sealed, in duplicate, by the respective parties hereto.

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

**CITY OF PHARR**

By: _____
Alex Meade, City Manager

By: _____
Attest

DATED this 29th day of October, 2019 by **Frontera Consulting, LLC.**

**Frontera Consulting, LLC**

By: _____

Jessica Villarreal / Owner

Title

_____

Witness

Miguel Herbst

Print Name

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 10.B.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Jose Pena, IT Director

**DEPARTMENT**: IT

**DIRECTOR:** Jose Pena

**Agenda Item:** Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and PSJA ISD for participation in the RGV Cybersecurity Regional Pathway Network developed through a grant working with cross-sector partnerships.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City of Pharr partnered with PSJA ISD to participate in the development of their RGV Cybersecurity Regional Pathway Network. Other partners in this project are STC, Hidalgo ISD, Valley View ISD, Texas Communities Foundation, Frontera Consulting, CodeRGV, NAFT Federal Credit Union, Doctors Hospital at Renaissance, and R3ST Cyber Compliance Solutions.

The overarching goal of the RGV CRPN is to create, sustain and monitor a cross-sector partnership and to implement multiple exit-entrance pathways aligned to the needs of a cybersecurity workforce. The RGV CRPN project is designed to provide thirty-five (35) high school students with the opportunity to earn a Cybersecurity Specialist Certificate leading to an Associate's and Bachelor’s degree in Applied Technology in Computer Information Technologies. The RGV CRPN project aligns regional labor market demands and will provide students with work-based learning opportunities and career coaching support.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

**ROUTING:**

| | |
|---|---|
| Jose Pena | Created/Initiated - 10/31/2019 |
| Patricia Rigney | Approved - 10/31/2019 |
| Karla Moya | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

**MEMORANDUM OF UNDERSTANDING**
**BETWEEN PARTIES OF THE RGV**
**CYBERSECURITY REGIONAL PATHWAY**
**NETWORK**

1. **Parties** This **Memorandum of Understanding** ("MOU") is made and entered into by the following cross-sector partners: South Texas College ("STC"), the Hidalgo Independent School District ("HISD"), the Pharr-San Juan- Alamo Independent School District ("PSJA ISD"), the Valley View Independent School District ("VVISD"), the Texas Valley Communities Foundation, and including six industry/business employer partners: Frontera Consulting, LLC; CodeRGV, Inc., City of Pharr; NAFT Federal Credit Union; Doctors Hospital at Renaissance - Health System ("DHR"); and, R3ST Cyber Compliance Solutions.

2. **Background and Goals**

**A.** On July 1, 2019, PSJA ISD was awarded the Carl D. Perkins Reserve Grant (the "Grant") whose goal is to establish the RGV Cybersecurity Regional Pathway Network (RGV CRPN) and create, monitor, and sustain a regional and career cybersecurity pathway.

**B.** The overarching goal of the RGV CRPN is to create, sustain and monitor a cross- sector partnership and to implement multiple exit-entrance pathways aligned to the needs of a cybersecurity workforce. The RGV CRPN project is designed to provide thirty-five (35) high school students with the opportunity to earn a Cybersecurity Specialist Certificate leading to an Associate's and Bachelor's degree in Applied Technology in Computer Information Technologies. The RGV CRPN project aligns regional labor market demands and will provide students with work-based learning opportunities and career coaching support.

**C.** Cross-sector partners will collaborate to improve student outcomes, including improving participating students' academic attainment, technical skills, and retention.

**D.** The total amount awarded to PSJA ISD for the RGV CRPN pursuant to the Grant is $700,000.00. [Notice of Grant Award (NOGA) for 2019-2020 Perkins Reserve. NOGA ID Number: 204200287110068.]

3. **Purpose** The purpose of this MOU is to define the terms and conditions, including the respective obligations of the Parties, pursuant to which PSJA JSD will disburse funds to cover for the professional and contracted services approved by the NOGA ID Number 2042000287110068 from the Texas Education Agency on July 01, 2019 in order to help achieve the goals of the CCRCP Project as described above.

4. **Terms**

**A.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties hereto and shall remain in full force and effect until August 31, 2020.

**B.** This MOU may be terminated, without cause, by either Party upon thirty (30) days written notice, which notice shall be personally delivered or sent by regular first-class mail to the address listed above.

**C.** Any Party may terminate its obligations under this MOU, without incurring any liability, in the event that another Party is in default or in breach of the terms, conditions or obligations of the MOU by giving written notice to the other Party, at the address listed above, including a description of the default or breach. The termination shall be effective if the breaching Party fails to cure the breach within fifteen (15) days from receipt of the written notice.

**5. Obligations of the Parties**

**A. PSJA ISD will:**

i. serve as the fiscal agent and maintain effective control over and accountability for all funds of the RGV CRPN project;

ii. serve as a fiscal control and accounting agent to adequately monitor that the funds being requested are only for those items that are reasonable and necessary for accomplishing the objectives of the grant project as defined by the Request for Applications and for implementing activities as described in the approved grant project budget;

iii. make payments only after services are performed and not before, according to state and federal law; and,

iv. maintain records on services performed including, without limitation, date of service and purpose of service and ensure that the services are consistent and satisfactory.

**B. STC will:**

i. provide a system of support for students that includes a grant-funded Academies Specialist. The Specialist will provide academic advisement, counseling and student support services to students who are enrolled in the Dual Enrollment Academy Program as they explore on-going career pathways in the field of lnformation Technology;

ii. provide students from PSJA ISD, VVISD, and HISD with access to STC's Information Technology ("IT") Program equipment as these students pursue an industry-recognized credential and/or certificate at STC's Regional Center for Public Safety Excellence (RCPSE);

iii. support IT pathways for the students in the RGV CRPN project with multiple exit and entrance points designed to help ensure alignment to workforce needs;

iv. provide to the students participating in the RGV CRPN project, in addition to the Certificate of Completion intended to be acquired at the end of the 12th grade year, the opportunity to pursue an associate's and/or a bachelor's degree in STC's IT Program;

v. equip and designate a cybersecurity instructional classroom and laboratory at the Regional Center for Public Safety Excellence to which students from all partnering districts in the pathway have access during the grant period and beyond.

vi. maintain record of personnel costs, travel, supplies and equipment-including purchase orders, receipts, time-and effort records for reimbursement purposes;

vii. submit invoices on a monthly or quarterly basis; and,

viii. utilize funds as noted in MOU between PSJA ISD (fiscal agent) and STC.

**C. Local Education Agencies (LEA's): Hidalgo ISD, PSJA ISD and Valley View ISD will:**

i. work collaboratively with partners to develop a career pathway curriculum that aligns to industry partners' identified workforce needs

ii. select, enroll and retain students into the program.

iii. establish schedules and protocols for program implementation.

iv. coordinate logistics and travel to Cybersecurity Center from respective district.

v. work collaboratively with STC to monitor, measure and report student progress.

vi. provide a system of support to enable student success.

**D. Industry Partners: Code RGV, R3ST Cyber Compliance Solutions, Frontera Consultants, LLC, City of Pharr, DHR, NAFT Federal Credit Union will:**

i. collaborate on the development of RGV CRPN multiple exit-entrance cybersecurity pathway to industry work-readiness standards that will allow young to progress toward high-wage high-demand careers.

ii. designate an Industry Liaison who will manage and implement industry commitments to the program and its students.

iii. offer work-based learning opportunities including job shadowing and internships.

iv. collaborate on the development of work-based learning curriculum to help students understand and master skills critical for employability.

v. host work-site visits to introduce students to careers in the industry.

vi. provide industry speakers to enlighten students on career opportunities in cybersecurity field.

**E. Intermediary: Texas Valley Communities Foundation will:**

i. Convene a regional pathway leadership team composed of representatives from all key partner organizations to:

- Create a vision, mission and goals for the initiative.
- Define partner roles and responsibilities.
- Establish cyber security pathway with multiple exit-entrance points aligned to industry standards and higher education requirements.
- Create a reverse curriculum-mapping framework that incorporates work-based learning curriculum and experiences.
- Coordinate work-based learning opportunities.
- Establish metrics for success.
- Allow cross-sector partners to collectively evaluate data and plan for continuous improvement
- Lay groundwork for sustainability and institutionalization of the cross-sector partnership.

ii. Establish accountability procedures and report on progress.

**6. <u>General Provisions</u>**

**A. Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

**C. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

**E. Immunity.** The Parties and their governing bodies do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**F. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and

expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

G. **Relationship of the Parties.** Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

7. **Promotions.** Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

8. **Signatures.** In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

_____
Dr. Shirley Reed
President
South Texas College
Date:

_____
Dr. Jorge Luis Arredondo
Superintendent
PSJA ISD
Date:

_____
Xavier Salinas
Superintendent
Hidalgo ISD
Date:

_____
Rolando Ramirez
Superintendent
Valley View ISD
Date:

_____
Susan Turley President
CEO
Doctors Hospital Renaissance
Date:

_____
Drew Lenz
CEO
Frontera Consulting,LLC
Date:

_____
Scott Fuller
CEO
R3ST Cyber Compliance Solutions
Date:

_____

Oscar Cano
IT Director
NAFT Federal Credit Union
Date:

_____

Dr. Ambrosio "Amos"
Mayor
City of Pharr, Texas
Date:

_____

Dr. Mary Alice Reyes
Executive Vice President
Texas Valley Communities Foundation
Date:

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 10.C.
**DATE SUBMITTED:** October 31, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Jose Luengo, Police Chief

**DEPARTMENT**: Police

**DIRECTOR:** Jose Luengo

**Agenda Item:** Consideration and action, if any, on authorizing City Manager to enter into an agreement with Purpose Driven Polygraph Investigative Consultant for polygraph services for the Pharr Police Department. (Project #1920-01-512-S008-001)

**Classification:** Regular

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

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

**Issue:** Who: Pharr Police Department and Purpose Driven Polygraph Investigative Consultant

What: Agreement for polygraph services

Where: Pharr, TX 78577

When: November 4, 2019

Why: Polygraph services are used as a tool to conduct investigations and for pre-employment requirements.

**Financial Consideration:** 2,000.00 a month for 24,000.00 a year

**Staff Recommendation:** Staff Recommends approval of the Service Contract with Purpose Driven Polygraph Investigative Consultant services, from Weslaco, Texas, for a period of one (1) year.

**Alternatives:** Alternative is to not approve the agreement

**ROUTING:**

| | |
|---|---|
| Jose Luengo | Created/Initiated - 10/31/2019 |
| Veronica Gutierrez | Approved - 11/1/2019 |
| Karla Moya | Approved - 11/1/2019 |
| Anali Alanis | New - |
| City Management Office | |

**INDEPENDENT CONSULTANT**
**SERVICES AGREEMENT**

**THIS AGREEMENT** is made by between **PURPOSE DRIVEN POLYGRAPH INVESTIGATIVE CONSULTANTS, LLC** (hereinafter " **PURPOSE DRIVEN**"), and **CITY OF PHARR**, a political subdivision of the State of Texas (hereinafter " City"). The parties agree that Purpose Driven shall provide its corporate formation filings and amendments thereto, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement.

1. **Services.** Purposes Driven agrees to provide pre-employment polygraph examinations, pre-employment screening interviews, criminal investigations, and administrative inquiries to the City in furtherance of security measures, personal support, law enforcement assistance, and other related support to administrative staff. Purpose Driven further agrees that as part of the services under this agreement, it agrees to provide sworn statements ,deposition testimony, and testimony in a court of law as may be necessary related to any services provided to the City without additional charge to the City.

2. **Consideration.** As consideration for the services to be performed herein, City shall pay Purpose Driven $2,000.00 monthly. 3. Term. The term of this Agreement shall commence on the __ day of _____, 2019 and shall expire on the____ day of _____, 20____.

4. **Termination/Default** Either City or Purpose Driven may terminate Agreement prior to the expiration of the term with or without cause. Upon termination, any and all financial obligations shall cease; however, Purpose Driven may be required to reimburse City for any pro-rated fees paid prior to termination of the month of the termination. Furthermore, should termination be initiated by either party ,Purpose Driven may still be required to provide sworn statements, deposition testimony, and testimony in a court of law as may be necessary related to any services provided to the City without additional charge to the City.

5. **Applicable law; Venue.** It is agreed that Texas laws shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.

6. **Independent Contractor**. The parties stipulate and agree that: ( a) Purpose Driven shall be an independent contractor for all purposes under this Agreement, andas such ,no part of Purpose Dirven's work-product, methods, or process provided to City shall be directed or controlled by City; ( b) Purpose Driven is not prohibited from providing services to any other entity or person;(c ) Purpose Driven will provide its own equipment, supplies, and necessities to perform under this agreement; (d) Purpose Driven acknowledges and agrees that it may be personally liable for self-employment taxation; and ( e) Purpose Driven is not entitled to any benefits as may be applicable to the personnel of the City.

7. **Modification/Waiver.** No modification or waiver of any of the terms andconditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties. No course of prior dealings between the parties and no use of trade shall be relevant or admissible to supplement, explain or vary the terms of this Agreement, whether the same be consistent with the terms of this Agreement or otherwise.

**INDEPENDENT CONSULTANT**
**SERVICES AGREEMENT**

8. **Severabillity**. If any provision, or any portion of this agreement is found to beunlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of this agreement.

9. **Entire Agreement.** This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement, other than those specifically set forth herein.

10. **Indemnification.** Purpose Driven agrees to fully indemnify and hold harmless the City and any officers, employees, agents, and insurance carriers for any liability or damages associated with claims, judgments, or settlements related directly and indirectly from the services arising from this agreement.

EXECUTED this _____day of _____ 2019.

City of Pharr

By: _____

**Printed/Typed**

Name: _____

Title: _____

PURPOSE DRIVEN
Polygraph Investigative Consultants, LLC

_____
Signature

Name: Ronaldo Munoz

# AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 10.D.
**DATE SUBMITTED:** November 1, 2019
**MEETING DATE:** November 4, 2019

**FROM:** Sergio Alanis, Parks & Recreation Director

**DEPARTMENT**: Purchasing

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Consideration and action, if any, authorizing City Manager to award a Service Contract for the City-Wide Lawn and Landscaping Services. (Project #1819-01-522-S032-312)

**Classification:** Consent

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

**Exclude Material from Public Packet?** No
**Reason:**

**Issue:** The City wishes to contract out designated areas throughout for landscape maintenance services. Areas include city buildings/departments and TXDOT R.O.W.'s along HW 83/I2.

**Financial Consideration:**

**Staff Recommendation:** Staff requests authorization to award a Service Contract for the City-Wide Lawn and Landscaping Services to Conde's Landscaping, from Alton, Texas, 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:**

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## ROUTING:

| | |
|---|---|
| Sergio Alanis | Created/Initiated - 11/1/2019 |
| Veronica Gutierrez | Approved - 11/1/2019 |
| Patricia Rigney | Approved - 11/1/2019 |
| City Management Office | Final Approval - 11/1/2019 |

# CITY OF PHARR

## PROJECT #1819-01-522-S032-312
## SERVICE CONTRACT FOR CITY-WIDE LAWN AND LANDSCAPING SERVICES

## GENERAL CONDITIONS AND AGREEMENT

**1)** Vendor/Contractor proposes and offers to furnish to the City of Pharr all of the City's **LAWN AND LANDSCAPING SERVICE(S)** needs at unit prices stated on bid form.

**2)** Award of contract shall commence upon formal acceptance by elected governing body and signature on contract from both parties and shall expire one (1) year thereafter unless terminated sooner. The City of Pharr reserves the right to extend the Contract for two (2) additional years, in one (1) year increments, if the Contractor's performance is satisfactory and the unit price(s) remain firm.

**3)** Vendor/Contractor agrees to meet and abide by all requirements as noted in the solicitation documents to include the "Notice to Bidder's, Instructions to Bidder, Specifications, and Bid Form(s)". Contractor agrees to deliver **ITEM(S)** as needed by City of Pharr within the agreed to delivery time period.

**4)** It shall be the responsibility of the Vendor/Contractor to meet all applicable federal, state laws and/or City rules, regulations, and applicable laws, to include safety requirements while engaged in the performance of this Service Contract.

**5)** Neither the Vendor/Contractor nor its employees, agents, or assigns engaged in the performance of services shall be considered employees of the City. The method and manner of performance of such undertaking shall be under the exclusive control of the Vendor/Contractor's personnel. The City shall have the right of inspection of said undertaking at any time.

**6)** Vendor/Contractor agrees to carry adequate Public Liability Insurance, Automobile Liability, Workers Compensation Insurance, and Umbrella Liability, and all other types of insurance required by Federal and/or State law and further agrees to indemnify and save harmless City, its agents, servants, and employees, officials, and insurers ("Indemnities") from any and all liabilities, losses, damages, or expenses, including attorney's fees resulting from the negligent acts or omissions of Contractor/Vendor, its employees, officers, agents or assigns while in performance of this Agreement.

**7)** The City of Pharr reserves the right to terminate this contract with or without cause or when in the opinion of the City, the performance of the Contractor and/or the quality of the Service being delivered is not acceptable to the City of Pharr. Such notice shall be in written form allowing a maximum of five (5) days to become effective. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of the Agreement.

**GENERAL CONDITIONS AND AGREEMENT SERVICE CONTRACT FOR CITY-WIDE LAWN AND LANDSCAPING SERVICES PROJECT #1819-01-522-S032-312 CONTINUED:**
**PAGE 2**

**8)** Any threats made to any employee of the City, be verbal or written, to discontinue the **LAWN AND LANDSCAPING SERVICE(S)** for whatever reason or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor/Contractor and obtain the **LAWN AND LANDSCAPING SERVICE(S)** elsewhere.

**9)** Contractor shall furnish the City of Pharr upon request with factual information as to existence and financial stability of company

**10)** Service(s) shall be purchased on an "as needed" basis and invoiced accordingly. All orders must be accompanied by a Purchase Order/Procurement Card Transaction at time of order.

**11)** Vendor/Contractor agrees **NO** extra charges of any type will be assessed during the contract period.

**12)** Vendor/Contractor agrees that contract nor payment due may be assigned to a third party without the written approval of the Purchasing Department for the City of Pharr

**13)** Payment will be made for delivered quantities only, in accordance with State of Texas Pay Law.

**14)** This agreement 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.

| | |
|---|---|
| _____ | **CITY OF PHARR** |
| **AUTHORIZED SIGNOR** | **OWNER** |
| _____ | _____ |
| **TYPE/PRINT NAME** | **ALEX MEADE**<br>**CITY MANAGER** |
| _____ | |
| **TITLE** | |
| _____ | _____ |
| **LEGAL COMPANY NAME** | **WITNESS** |