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, JUNE 7, 2021

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 June 7, 2021 as Nolan Perez M.D. Day.

3. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). 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.*

4. PUBLIC HEARINGS: *(Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

A) Public hearing on development services cases.

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

A) City Engineer's Report

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 April 5, 2021 Regular Called Meeting; April 26, 2021 Regular Called Meeting; May 3, 2021 Regular Called Meeting; and May 11, 2021 Special Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance dissolving the Pharr Events Center Department; providing for reallocation of inventory, assets, concessions supplies, permits and licenses as allowed by law; ratification of prior acts; repealing conflicting ordinances and effective date.***(2nd Reading)*** (ADMINISTRATION)

C) Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ) to develop the Pharr Comprehensive Pedestrian Safety and Wellness Plan (CSJ #0921-02-389) (ENGINEERING)

D) Consideration and action authorizing City Manager to advertise for the Purchase and Delivery of City Wide Uniforms. (PURCHASING)

E) Consideration and action authorizing City Manager to advertise for Requests for Proposals (RFP) to provide fleet maintenance and repairs services for the City of Pharr (PUBLIC WORKS)

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

1. Trevino Engineering, representing Zuko Family Limited Partnership, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 58.64 acres out of a portion of Lots 368 and 369 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas and Lots 13 and 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1100 and 1500 Block of East Hi-Line Road. **COZ#210429** (DEVELOPMENT SERVICES)

2. Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83. **CUP#100103** (DEVELOPMENT SERVICES)

3. Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. **CUP#150325** (DEVELOPMENT SERVICES)

4. Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6615 South Jackson Road. **CUP#180208** (DEVELOPMENT SERVICES)

G) PLATS:

1. Melden & Hunt Inc., representing W.A. Landreth, Manager, for Vaquero Ventures Management, LLC, is requesting final plat approval of the proposed 7-11 Cage Addition Subdivision. The property is legally described as being a 1.742 acres out of Lot 77, Kelly-Pharr Subdivision and out of Lots 1-3 Amended Gomez Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 6000 Block of North IH 69C. **SUB#200209** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending an ordinance authorizing and ordering the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020; awarding the sale thereof; and containing matters incident thereto. ***(Adoption on 1st Reading)*** (FINANCE)

B) Consideration and action, if any, on Ordinance creating an Office of Organizational and Strategic Excellence Department within the City of Pharr. ***(1st Reading)*** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution executing an Interlocal Agreement with the Lower Rio Grande Valley Development Council (LRGVDC) for the Implementation of a Regional Bikeshare Program. (ENGINEERING)

D) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the U.S. Department of Justice Office of Community Oriented Policing Services for the FY21 COPS Office Hiring Program. (POLICE)

E) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Parks and Recreation Advisory Board. (PARKS)

F) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Keep Pharr Beautiful Committee Board. (PARKS)

G) Consideration and action, if any, on Resolution appointing two (2) members to the Tierra Del Sol Golf Course. (ADMINISTRATION)

H) Consideration and action, if any, on Resolution appointing/reappointing two (2) members to the Pharr Memorial Library Advisory Board. (LIBRARY)

I) Consideration and action, if any, on Resolution appointing/re-appointing four (4) board members to the Tax Increment Reinvestment Zone Number One. (ADMINISTRATION)

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

8. ADMINISTRATIVE:

A) Consideration and action, if any, on Changer Order No. 1 for the City of Pharr International Bridge Facility Expansion and Renovations Project Ph II. (ENGINEERING)

B) Consideration and action, if any, on Change Order No. 1 for the Northbound Lanes and 2nd BSIF Exit Project. (ENGINEERING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Memorandum of Understanding between Vanguard Academy and the Pharr Police Department to collaborate in creating a School Resource Officer Program. (POLICE)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R.L. Abatement for the demolition of the City owned building located at 2914 N. Cage Blvd. through The Interlocal Purchasing System (TIPS) Purchasing Cooperative. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Raba Kistner Consultants, Inc. for Environmental Services for the FY 16 DAP Project (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to amend Contract with Trimad Consultants, LLC for Professional Water and Wastewater Engineering Services related to the Expressway Elevated Storage Tank to Eldora Elevated Storage Tank Water Transmission Main (Rotation List) (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to amend Contract with J & R Engineering for Professional Water and Wastewater Engineering Services related to the Sanitary Sewer Collection System Elimination Project for Lift Station 26 and Lift Station 30 (Rotation List). (ENGINEERING)

F) Consideration and action, if any, on the purchase of four (4) Natural Gas Generators from HOLT POWER SYSTEMS out of San Antonio, TX for the Development and Research Center, the Jose "Pepe" Salinas Recreation Center, the Pharr Police Department, and the Pharr EMS Center in the total amount of $1,466,565.00. through Buyboard Contract No.597-19 (PARKS)

G) Consideration and action, if any, on award of a Supply Contract for the purchase and delivery of safety work boots and shoes to Casco Industries out of La Porte, TX (PUBLIC WORKS)

H) Consideration and action, if any, on Interlocal Cooperation Agreement with the City of San Juan for use of the City of Pharr's 20 Cubic Yard Grapple Loader and Heavy Equipment Operator. (ADMINISTRATION)

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

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.

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of June 2021 at 3:50 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 4th day of June 2021.

HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

_____ Title: _____

Proclamation

WHEREAS, *Nolan E. Perez, M.D. was appointed to two-year term on The University of Texas System Board of Regents by Governor Greg Abbott in March 2019 and was confirmed by the Texas Senate on April 10, 2019; and*

WHEREAS, *The Board of Regents, the governing body for The University of Texas System, is composed of nine members who are appointed by the Governor and confirmed by the Senate. The board is made up of dedicated and distinguished Texans who have been strong advocates of excellence in academic programs, scientific inquiry, and responsible public service; and*

WHEREAS, *Previously, Dr. Perez served as a member of the Texas Woman's University Board of Regents from 2015 to 2019. He is a Trustee for Harlingen Consolidated Independent School District, having first been elected in 2010. He also serves on the UT Chancellor's Council Executive Committee and the Holdsworth Center Governing Board. Additionally, he is a member of the Philosophical Society of Texas, Lone Star National Bank Board, Senator John Cornyn's Service Academy Nominations Board, and an alumnus of the Texas Lyceum; and*

WHEREAS, *Nolan E. Perez, M.D. is a member of the Texas Medical Association, American Medical Association, American Society of Gastrointestinal Endoscopy, and the American Gastroenterological Association, and a is a fellow of the American College of Physicians and the American College of Gastroenterology; and*

WHEREAS, *Nolan E. Perez, M.D. received a Bachelor of Arts from The University of Texas at Austin and a Medical Doctorate from The University of Texas Health Science Center at San Antonio. He completed residency training in Internal Medicine at the Regional Academic Health Center in Harlingen, and fellowship training in Gastroenterology at Wayne State University/Detroit Medical Center. After medical school he served in the U.S. Navy as a Medical Corps Officer; and*

WHEREAS, *Governor Abbott reappointed Dr. Nolan Perez to the University of Texas System Board of Regents on April 13, 2021 for a term set to expire on February 1, 2027.*

NOW THEREFORE, *I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby recognize, with respect and gratitude, Dr. Perez's endless support and commitment to higher education and the overall betterment of entire communities, and hereby proclaim the 7th day of June 2021 as:*

"Nolan Perez, M.D. Day"

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of June 2021.*

CITY OF PHARR

ATTEST:

_____
Ambrosio Hernandez, Mayor

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.
DATE SUBMITTED:
MEETING DATE: June 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases.

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: June 4, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: City Engineer's Report

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

Issue: City Engineer's Report

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/4/2021
Omar Anzaldua	Approved - 6/4/2021
City Management Office	New - 1/1/1900

Construction Phase

- ❑ **WWTP Oxidation Ditch No. 2 & Electrical Improvements**
- ❑ **Pharr Bridge Office Expansion Phase II**
- ❑ **Aquatic Facility**
- ❑ **Various City of Pharr Parking lot Improvements**
- ❑ **Pharr/Reynosa International Bridge Northbound Lane Expansion & 2nd BSIF Exit**
- ❑ **Northside Event Center**
- ❑ **Expressway 83 Elevated Storage Tank Rehabilitation**
- ❑ **Lift Station No. 30 Rehabilitation Project**

Project Name:	WWTP Oxidation Ditch No. 2 & Electrical Improvements PH 1 (1920-61-587-C002-242		
Engineer	Carollo Engineering		
Contractor	Ferguson Services Systems		
Contract Amount to Date	$1,065,000	**Contract Time (Days)**	365
Notice to Proceed	7/23/2020	**Contract Time Used:**	86.58%

Description: Waste water treatment plant shall undergo improvements of oxidation ditch and electrical items

Status: Trenching for electrical conduit has been completed and concrete duct banks have been installed.

Project Name:	Pharr Bridge Office Expansion Ph II		
Engineer	The Warren Group Architects Inc.		
Contractor	International Consulting Engineers (ICE)		
Contract Amount to Date	$1,316,952	**Contract Time (Days)**	240
Notice to Proceed	TBD	**Contract Time Used:**	#VALUE!

Description:

Status: Contract is being executed.

Picture: Contractor has commenced installing footing next to main building.

Project Name:	Aquatic Facility (Project No. 1819-35-510-C011-051)		
Architect	The Warren Group Architects		
Contractor	D. Wilson Construction		
Contract Amount to Date	$23,165,208.00	**Contract Time (Days)**	550
Notice to Proceed	11/1/2019	**Contract Time Used:**	105.64%

Description: The project is a fully enclosed Olympic natatorium and diving pool with support facilities. Building area is approximately 70,400 S.F.

Status: Construction is ongoing.

Pictures: Contractor has completed a concrete pour for bioswale located on the southeast side of the proposed parking lot. Construction of parking lot is ongoing.

Project Name:	City of Pharr Various Parking lot Improvements		
Engineer	City of Pharr Engineering Department		
Contractor	RDH Site & Concrete, LLC		
Contract Amount to Date	$61,615,150.00	**Contract Time (Days)**	90
Notice to Proceed	6/3/2021	**Contract Time Used:**	1.11%

Description: Construction of parking lots throughout all of the City of Pharr.

Status: Construction has not begun.

Pictures: Proposed parking areas

Project Name:	Pharr/Reynosa International Bridge Northbound Lane Expansion & 2nd BSIF Exit		
Engineer	TEDSI Infrastructure Group		
Contractor	Jimenez Engineering Solutions		
Contract Amount	$7,946,724.38	**Contract Time (Days)**	360
Notice to Proceed	9/8/2020	**Contract Time Used:**	74.72%

Description: The addition of a northbound truck lane, a super wide north roadway, and a new exit truck lane to the BSIF facility with new secondary inspection booths.

Status: Construction is ongoing

Pictures: Compaction of lifts have been completed on the northbound lane. Density test have been conducted for this lift.

Project Name:	Northside Community Center		
Architect	The Warren Group Architects		
Contractor	Davila Construction		
Contract Amount		**Contract Time (Days)**	
Notice to Proceed	9/8/2020	**Contract Time Used:**	#DIV/0!

Description: Construction of utilities have started with storm sewer line and the installation of a manhole at the entrance.

Status: Construction is ongoing

Pictures: Contractor has has begun to pour concrete for community center fountain.

Project Name:	Expressway 83 Elevated Storage Tank Rehabilitation		
Engineer	Dunham Engineering		
Contractor	Viking Industrial Painting Company		
Contract Amount		**Contract Time (Days)**	
Notice to Proceed	9/8/2020	**Contract Time Used:**	#DIV/0!

Description: A complete rehabilitation of storage elevation tanks in the area and remedy all TCEQ violations.

Status: Substatial completion

Pictures: Contractor has completed all logos.

Project Name:	Lift Station No. 30 Rehabilitation Project		
Engineer	J & R Engineering LLC		
Contractor	Saenz Bros.		
Contract Amount to Date		**Contract Time (Days)**	45
Notice to Proceed	7/23/2021	**Contract Time Used:**	#NUM!
Description: A complete interior renovation of the first floor of City Hall.			
Status: NTP has been awarded**.**			
Pictures: Aerial of lift station No. 30			

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of Minutes for April 5, 2021 Regular Called Meeting; April 26, 2021 Regular Called Meeting; May 3, 2021 Regular Called Meeting; and May 11, 2021 Special Called Meeting.

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

Issue: Minutes for meetings held on April 5, 2021; April 26, 2021; May 3, 2021; and May 11, 2021.

Fiscal Consideration: N/A

Staff Recommendation: Approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza — Created/Initiated - 6/3/2021
City Management Office — New - 1/1/1900

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 5, 2021
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 5, 2021 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM / City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosalez, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, C.D.B.G./External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Emergency Comm. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

Mayor Hernandez was not present at the time of roll call but arrived at 4:02 p.m.

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 APRIL 5-8, 2021 AS CDBG WEEK (GMCD)

Comm. Medina read proclamation proclaiming April 5-8, 2021 as CDBG Week.

Santiago Salinas, CDBG Manager, thanked the Commission for the proclamation and announced the City recently received funds for various programs from CARES Act funding.

Cindy Garza Reyes, External Affairs Director, spoke about the COVID funding and the utilization of the Utility Assistance Program and Housing Program. She stated these programs required guidelines that need to be strictly adhered to by staff and thanked the Commission for the proclamation.

B) PROCLAMATION PROCLAIMING APRIL 4-10, 2021 AS NATIONAL LIBRARY WEEK 2021 (LIBRARY)

Comm. Flores read proclamation proclaiming April 4-10, 2021 as National Library Week 2021.

Adolfo Garcia, Library Director, thanked the Commission for the proclamation and recognized his staff for all their hard work and dedication to the library.

At this time, Ed Wylie, Interim City Manager, stated they would deviate from the agenda to item 2.D. There was no objection.

D) PROCLAMATION PROCLAIMING APRIL 2021 AS FAIR HOUSING MONTH (GMCD)

Mayor Hernandez read proclamation proclaiming April 2021 as Fair Housing Month.

Santiago Salinas, CDBG Manager and Mario Guajardo, Pharr Housing Board Chairman received the proclamation. Mr. Guajardo thanked the Commission for the recognition and for their continued support to provide adequate housing for the citizens of Pharr.

C) PROCLAMATION PROCLAIMING APRIL 11-17, 2021 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK (COMMUNICATIONS)

Mayor Hernandez read proclamation proclaiming April 11-17, 2021 as National Public Safety Telecommunicators Week.

Kenneth Ennis, Interim Communications Director, and staff received the proclamation. Mr. Ennis stated he was very appreciative of his staff and the City Commission for their continued support.

Mayor Hernandez and Comm. Caballero commended staff for an outstanding job briefly spoke about the future EMS ambulance services in the City of Pharr.

At this time, Ed Wylie, City Manager, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 11. CLOSED SESSION

The time being 4:33 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 12. RECONVENE

The time being 4:56 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

Ed Wylie, Interim City Manager, introduced the item and called upon Sergio Alanis, Parks & Recreation Director, to report on Arbor Day Foundation – Tree City USA.

Sergio Alanis, Parks & Recreation Director, Isaac Escobedo, Assistant Director and Lily Martinez, Urban Ecologist, announced the City of Pharr was awarded the 2020 Tree City USA by the Arbor Foundation in honor of its commitment to effective urban

forest management for the fourth consecutive year. Mr. Alanis stated the city achieved this recognition by meeting the program's four requirements and by continuing to be proactive to ensure the quality of life for the future generations.

At this time, Ed Wylie, Interim City Manager, called upon Police Chief, Andy Harvey.

Andrew Harvey, Chief of Police, reported Bola Wrap company introduced a new tool for police officers to consider using new less than lethal tool. He presented a one-minute video on the new tool and stated this was the direction the Pharr Police Department was headed.

At this time, Ed Wylie, Interim City Manager stated he would deviate from the agenda and go to item 7.C. There was no objection.

ITEM 7. ORDINANCES AND RESOLUTIONS

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN EMERGENCY MEDICAL SERVICES DEPARTMENT WITHIN THE CITY OF PHARR *(ADOPTION ON 2ND READING)* (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

Ordinance No. O-2021-19 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR COMPETITIVE SEALED PROPOSAL, AND OR COOPERATIVE CONTRACTS SUCH AS TEXAS DIR, TIP, BUYBOARD FOR THE CITY WIDE FIBER OPTIC NETWORK PROJECTS (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

ITEM 10. CONTRACTS/AGREEMENTS

D) CONSIDERATION AND ACTION, IF ANY, ON ENGAGEMENT OF PFM FINANCIAL ADVISORS, LLC OUT OF AUSTIN, TX FOR FINANCIAL ADVISOR SERVICES IN CONNECTION WITH THE ISSUANCE OF

$41,000,000 COMBINATION TAX & REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021 FOR BRIDGE EXPANSION (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated the City of Pharr was ready to begin working on the second bridge expansion project. He stated the City obtained the Presidential Permit for this project and project was currently in the design phase. He further stated it would take sixty (60) to ninety (90) days to obtain the funding and recommended PFM Financial Advisors.

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

E) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH MILITARY HIGHWAY WATER SUPPLY CORPORATION (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and briefly stated this was to supply water inside the 17,000-acre extra territorial jurisdiction (ETJ) service area. He further stated a sub-committee of two (2) members by Military Highway Water Supply Corporation, two (2) members by the City of Pharr and one (1) member at-large would be created to oversee the project and recommended approval.

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

Mayor Hernandez left the meeting at this point of the agenda. The time being 5:07 p.m.

ITEM 6. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, RATIFYING RESOLUTION NO. R-2021-19 (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING PUBLIC WORKS DEPARTMENT TO ADVERTISE FOR A SUPPLY CONTRACT TO PURCHASE SAFETY BOOTS AND SHOES (PUBLIC WORKS)

C) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. **GILMA T. RIVAS REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 10.00-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 119 KELLY PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3800 NORTH SUGAR ROAD. COZ#210214**

2. **TELECOM STEWARDSHIP, L.L.C., D/B/A BRANDWOOD WIRELESS INC, REQUESTED A LIFE OF THE USE CONDITIONAL USE PERMIT TO ALLOW A NEW TELECOMMUNICATIONS TOWER IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.01-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 8, JOHNSTONE SUPPLY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 971 WEST SHARM DRIVE. CUP#210215**

3. **MAURICIO JARAMILLO, D/B/A REGENCY FIESTA, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, REGENCY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1020 WEST FERGUSON AVENUE. CUP#071271**

PLATS:

1. **PABLO SOTO, JR., P.E., REPRESENTING RAMON GUAJARDO, JR., OWNER, REQUESTED A FINAL PLAT APPROVAL OF THE PROPOSED FERGUSON PLAZA SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.00-ACRE TRACT OF LAND OUT OF LOT 147, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 429 EAST FERGUSON AVENUE. SUB#200824**

2. **LINFIELD, HUNTER & JUNIUS INC., REPRESENTING GORDON & CATHERINE JENKINS FAMILY LTD. PARTNERSHIP REQUESTED A FINAL PLAT APPROVAL OF THE PROPOSED LOPEZVILLE MEADOWS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.739 ACRE TRACT OF LAND IN THE ANTONIO VELASCO SURVEY, ABSTRACT AND BEING A PORTION OF LOT 96, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED AT THE 5200 BLOCK OF NORTH VETERANS BOULEVARD ("I" ROAD). SUB#190101**

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Ordinance No. O-2021-15 and Resolution No. R-2021-19 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-82-13 APPENDIX A, ZONING ORDINANCE *(3RD AND FINAL READING)* (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the amendment was for multi-family zoning and recommended approval.

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

Ordinance No. O-2021-16 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2020-38 RELATING TO THE NUMBER OF AUTHORIZED CIVIL SERVICE POSITIONS WITHIN THE FIRE AND POLICE DEPARTMENTS. *(3RD AND FINAL READING)* (HR)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was to increase an Engineer position in the fire department and recommended approval.

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

Ordinance No. O-2021-17 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING O-2017-13, CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCES REGULATING AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY OF PHARR WILL BE THE SOLE PRIMARY PROVIDER OF EMERGENCY AMBULANCE SERVICE WITHIN THE CITY *(ADOPTION ON 1ST READING)* (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

Ordinance No. O-2021-18 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING EMERGENCY HIRING IN PARKS AND RECREATION DEPARTMENT, COMMUNICATIONS DEPARTMENT AND EMERGENCY MEDICAL SERVICES DEPARTMENT (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly explained the city charter prohibits increasing personnel or payroll for any department within sixty days

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before an election. However, some departments were vital to the city's operations and were requiring staffing. He further recommended approval.

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

Resolution No. R-2021-20 is filed with the City Clerk's Office.

F) 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)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated there was a need to acquire property for a road from South Sugar Road to Military Highway and recommended approval.

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

Resolution No. R-2021-21 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

B) CONSIDERATION AND ACTION, IF ANY, AMENDING THE PROFESSIONAL ARCHITECT ROTATION LIST FOR ARCHITECTURAL PROJECTS (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and recommended adding Gallegos Project Management to the rotation list for professional services.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR ARCHITECTURAL SERVICES FOR PROJECT ADVANCED LEARNING (ADMINISTRATION)

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Ed Wylie, Interim City Manager, introduced the item. He briefly explained the City would be entering into a contract for the building of a higher education facility in the city of Pharr. He stated an architect was needed for the renderings and preliminary plans and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY ON ACCEPTANCE OF THE CITY WIDE DITCH EXCAVATION HAULING SERVICES PROJECT AND RELEASE OF FINAL BALANCE WITH RETAINAGE IN THE AMOUNT OF $237,625.00 (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the project was completed and recommended approval.

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE ONE (1) CURRENT MODEL JOHN DEERE 310SL BACKHOE LOADER FROM DOGGETT EQUIPMENT OUT OF SAN JUAN, TX IN THE AMOUNT OF $104,785.40 UTILIZING BUYBOARD CONTRACT #597-19 (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PURCHASE OF TEN (10) 2021-2022 CITY VEHICLES THROUGH CALDWELL COUNTRY CHEVROLET FROM CALDWELL, TX USING BUYBOARD CONTRACT #601-19 (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item. He stated this was for seven (7) police units, two (2) pick-up trucks for Public Works Department and one (1) sport utility vehicle for Media Department. He further stated these vehicles were budgeted for and recommended approval.

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Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Comm. Medina asked when the City of Pharr would be considering the purchase of electric vehicles. Ed Wylie, Interim City Manager, stated there were no electric stations within the City of Pharr but would look at putting together a proposal for electric stations and electric vehicles.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE ONE (1) DIAMOND BOOM MOWER - 30 REACH 50" DECK FROM JOHN DEERE OUT OF WESLACO, TX IN THE AMOUNT OF $186,641.31 UTILIZING BUYBOARD CONTRACT #611-20 (PARKS)

Ed Wylie, Interim City Manager, introduced the item stated and recommended approval.

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

ITEM 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR CATASTROPHIC EVENT DEBRIS REMOVAL SERVICES (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and recommended awarding TRF Enterprises Inc. as the primary debris removal contractor and Ceres Environmental Services as the secondary debris removal contractor.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR DEBRIS MONITORING AND RECOVERY PLANNING SERVICES (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and recommended the item be tabled.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH BORDER PACIFIC RAILROAD CO. OUT OF RIO GRANDE CITY, TX FOR THE PURCHASE AND DELIVERY OF STONE AGGREGATE (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for a one (1) year extension with same terms and recommended approval.

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:16 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 5th DAY OF APRIL 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

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MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 26, 2021
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 26, 2021, and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT:
Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM / City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Criselda Rincon, Municipal Court Judge
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, Emergency Comm. Dir.
Kenneth Ennis, Interim Comm. Dir.
Marcela Beas, Interim Chamber President
Michelle Lopez, Chief Comm. Officer

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.

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 APRIL 27, 2021 AS LADY RAIDERS SOFTBALL TEAM DAY

Ed Wylie, Interim City Manager, introduced the item.

Mayor Hernandez read proclamation proclaiming April 27, 2021 as Lady Raiders Softball Team Day.

Stephanie Lugo-Peralta, Head Coach, along with Assistant Coaches and team members were present to accept proclamation. Coach Lugo-Peralta thanked the City Commission and stated they were all very excited for the recognition.

Angel Lozano, Team Captain, also thanked the City Commission and stated she was very proud of the entire team coming together for a great team bonding experience.

Mayor Hernandez, Comm. Carrillo and Comm. Flores expressed their appreciation to the team for their future endeavors and congratulated them on their talent.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

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A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR APRIL 2021 (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 11.79% for the month compared to last year and an overall 13.34% true positive growth for the entire year.

B) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR MARCH 2021 (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He reported the City of Pharr had an increase of 1.73% in tax collection and an increase of 3.5% in delinquent collections for the month compared to last year.

C) SUBMISSION OF 2ND QUARTER 2020-2021 CITY OF PHARR INVESTMENT REPORT (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He stated the City was on track with all accounts and Karla Moya, Finance Director, was available for any questions.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR MINUTES FOR MARCH 15, 2021 REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE CREATING AN EMERGENCY MEDICAL SERVICES DEPARTMENT WITHIN THE CITY OF PHARR *(2ND & FINAL READING)* (ADMINISTRATION)

C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT EXTENSION BETWEEN CITY OF PHARR AND HIDALGO COUNTY HEAD START PROGRAM FOR CENTER LOCATED AT 415 E. CLARK (PHARR HEAD START CENTER) (ADMINISTRATION)

D) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT EXTENSION BETWEEN CITY OF PHARR AND HIDALGO COUNTY HEAD START PROGRAM FOR CENTER LOCATED AT 714 ZAPATA STREET (LAS MILPAS I HEAD START CENTER) (ADMINISTRATION)

E) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. **SPOOR ENGINEERING CONSULTANTS, INC. REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL MULTI-FAMILY HIGH-DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY**

DESCRIBED AS BEING A 6.93-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 107, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 700-800 BLOCK OF WEST NOLANA LOOP. COZ#210316

2. **AEC ENGINEERING, LLC. REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.25-ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 8, BLOCK 12, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 7500-7600 BLOCK OF SOUTH JACKSON ROAD. COZ#210317**

3. **RED TAPE II, INC., D/B/A STILETTOS GENTLEMEN'S CLUB REQUESTED RENEWAL OF THE SEXUALLY ORIENTED BUSINESS LICENSE IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS ALL OF LOT 2, ALBRAD SUBDIVISION UNIT #3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1050 NORTH SUGAR ROAD. SOB#001254**

4. **THE FRATERNAL ORDER OF EAGLES OF PHARR, TEXAS, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 3, BLOCK 58, PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 305 SOUTH CAGE BOULEVARD. CUP#060312**

5. **RAUL FONG, D/B/A D'S PARADISE LOUNGE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST PARK AVENUE. CUP#040213**

6. **RAUL FONG, D/B/A JUNCTION CAFE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1 AND THE S7' OF LOT 2, BLOCK 1, J.T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 11 SOUTH CAGE BOULEVARD. CUP#911291**

7. **MR. RAMIRO ARMENDARIZ, REPRESENTING RED TAPE VI D/B/A STILETTOS CABARET, 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 LOT 2, ALBRAD SUBDIVISION UNIT #3, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1050 NORTH SUGAR ROAD. CUP#120418**

PLATS:

1. **M GARCIA ENGINEERING, LLC., REPRESENTING NATASHA DEL BARRIO, CHIEF EXECUTIVE OFFICER FOR MIDNIGHT RIVER, LLC, OWNERS, REQUESTED PRELIMINARY PLAT APPROVAL OF THE PROPOSED MASTER PLAT OF BERT OGDEN PHARR SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 28.45 ACRE TRACT OF LAND OUT OF LOT 76, KELLY-PHARR SUBDIVISION, PHARR,**

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HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 5600-5700 BLOCK OF NORTH IH 69C. SUB#200516

Ed Wylie, Interim City Manager, introduced the item and recommended approval of 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-2021-19, O-2021-20 and O-2021-21 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 11. CLOSED SESSION

The time being 4:12 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 12. RECONVENE

The time being 4:56 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2020-35 FOR BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 BUDGET (*ADOPTION ON 1ST READING*) (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He stated the amendment included the Emergency Medical Services (EMS) Department for the remainder of the year. He further stated $6.2 million and $1 million was from CARES Act funds for bankruptcy court and remainder would be offset from revenues. He further recommended approval.

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

Ordinance No. O-2021-22 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT TO ORDINANCE O-2021-18 REGULATING AMBULANCES SERVICE FOR THE CITY OF PHARR (*ADOPTION ON 1ST READING*) (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated the amendment was to bundle packages for services and recommended approval.

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

Ordinance No. O-2021-23 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION REGARDING AEP TEXAS, INC. DISTRIBUTION COST RECOVER FACTORS (DCRF) APPLICATION TO INCREASE DISTRIBUTION RATES (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and stated the cost recovery from AEP was to increase cost to residential customers by $2.60. He further recommended approval of Resolution to deny increase of distribution rates.

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

Resolution No. R-2021-22 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ADOPTING RESOLUTION TO ACCEPT PETITION FOR VOLUNTARY ANNEXATION, SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING, AUTHORIZING AND DIRECTING PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING, AND DIRECTING THE CITY MANAGER TO PREPARE SERVICE PLAN FOR APPROXIMATELY 64 ACRES OF LAND, MORE OR LESS, LOCATED IN THE CITY OF PHARR'S ETJ, HIDALGO COUNTY, TEXAS (DEVELOPMENT SERVICES)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for the remainder of the portion that needs to be annexed into the city for industrial development and recommended approval.

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

Resolution No. R-2021-23 is filed with the City Clerk's Office.

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E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION RATIFYING PRIOR PURCHASES AND AUTHORIZING THE PURCHASE OF AMBULANCE RELATED EQUIPMENT, OPERATIONS EQUIPMENT, ALL RELATED ITEMS, AND TO CONTRACT FOR BILLING SERVICES AND DECLARING AN EMERGENCY (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated time was necessary in order to meet bankruptcy court setting deadlines and recommended approval.

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

Resolution No. R-2021-24 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, AMENDING THE PROFESSIONAL ENGINEERING ROTATION LIST FOR STRUCTURAL ENGINEERING PROJECTS (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and recommended adding Structural Engineers Associates (SEA) to the rotating list.

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

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE ONE (1) CURRENT MODEL PETERBILT/PETERSEN GRAPPLE LOADER FROM RUSH TRUCK CENTER OUT OF PHARR, TEXAS IN THE AMOUNT OF $187,511.79 UTILIZING BUYBOARD CONTRACT #601-19 (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was budgeted and recommended approval.

Comm. Guajardo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Mayor Hernandez asked if this service was done by the City of Pharr. Ed Wylie, Interim City Manager, stated some brush pick-up and illegal dumping was done by the City and the brush truck would be utilized for this purpose.

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

ITEM 10. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON SELECTING VARIOUS FIRMS TO BE PART OF A LIST OF QUALIFIED FIRMS FOR DEBRIS MONITORING AND RECOVERY PLANNING SERVICES *(TABLED)* (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item.

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

Ed Wylie, Interim City Manager, stated the City received (3) bids for the debris monitoring and recovery planning services. However, he recommended not to award contract at this time but create a rotation list instead.

Comm. Carrillo **moved** to approve as recommended. Comm. Chavez seconded the motion.

Mayor Hernandez asked for clarification on the type of services to be provided. Ed Wylie, Interim City Manager, explained this service contract would only be utilized during a catastrophic incident such as a hurricane and the City would be able to use these vendors to monitor debris removal and brush pick up.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO AMEND THE CONSTRUCTION MANAGEMENT AGREEMENT FOR FY 15-16 BRIDGE PROJECTS AND NEGOTIATE AN ADDITIONAL FEE FOR THE NEW TWIN SPAN INTERNATIONAL BRIDGE (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and recommended to amend construction manager contract to include second span of bridge project.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO SEVERAL INTER-LOCAL AGREEMENTS TO PROVIDE AMBULANCE SERVICES TO OUTSIDE AGENCIES (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and explained that part of the transition from a private ambulance to a city-owned ambulance was that the City could not honor the current contracts in place. Therefore, the City would need to obtain Inter-local agreements with outside agencies and recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TRANS AERO HELICOPTER SERVICE (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for helicopter services and contract would be on a month-to-month basis.

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Carrillo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:03 p.m.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 26th DAY OF APRIL 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 3, 2021
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 3, 2021, and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM / City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Criselda Rincon, Municipal Court Judge
Andrew Harvey Jr., Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Oscar De Leon, Asst. Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, C.D.B.G./External Affairs Dir.
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Kenneth Ennis, Interim Comm. Dir.
Marcela Beas, Interim Chamber President
Michelle Lopez, Chief Comm. Officer

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Pro Tem Carrillo called the meeting to order at 4:02 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MAY 3, 2021 AS ALONZO CANTU DAY

Ed Wylie, Interim City Manager, introduced the item and stated proclamation would be presented at next city commission meeting.

B) PROCLAMATION PROCLAIMING MAY 4, 2021 AS INTERNATIONAL FIREFIGHTERS DAY

Ed Wylie, Interim City Manager, introduced the item.

Mayor Pro Tem Carrillo read proclamation proclaiming May 4, 2021 as International Firefighters Day.

Leonardo Perez, Fire Chief, and staff were present to accept the proclamation. Chief Perez thanked the City Commission for the recognition and stated fire fighters were front line workers during COVID-19 pandemic and continue to provide the best service for our citizens.

Mayor Pro Tem Carrillo and Comm. Caballero thanked the firefighters for serving the community and for their assistance during the COVID vaccination clinics.

C) PROCLAMATION PROCLAIMING MAY 5, 2021 AS JUNIOR PHARR CHAMBER CHAMPIONS DAY

Ed Wylie, Interim City Manager, introduced the item.

Marcela Beas, Interim Chamber President, Mario Lizcano, Board Chairman, and board members Alex Rios and Johnny Rodriguez thanked the City Commission and the school districts for their efforts provided to the Pharr Chamber of Commerce.

Mario Lizcano also thanked them for the proclamation and stated this program was for students participating as junior ambassadors representing the City of Pharr and the business community.

DRAFT

At this time, Marcela Beas, Interim Chamber President, introduced Angel Torres, Deandra Casares, Monzerrat Marquez, Daniel R. Salinas, Kattia M. Gonzalez and Diego R. Quinones.

Mayor Pro Tem Carrillo read proclamation proclaiming May 5, 2021 as Junior Pharr Chamber Champions Day and presented proclamation to the students.

Deandra Casares, Kattia M. Gonzalez and Diego R. Quinones individually thanked the City Commission for the recognition and opportunity for the positive learning experience they all received.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 4:18 p.m.

At this time, Ed Wylie, Interim City Manager, introduced the State Champion Drama students.

Sergio Sauceda, PSJA ISD Drama Teacher at Southwest Early College High School, stated the contest was over fifty years old and each school needed to present a show. He mentioned there were 1,500 shows presented and they were crowned, 5A State Champions, for the entire state. Furthermore, Mr. Sauceda mentioned he was very proud of the students endeavor and their accomplishments and thanked the City Commission and the PSJA ISD Administration for their continued support.

Mayor Hernandez and Mayor Pro Tem Carrillo thanked the parents and directors for their work and for being supportive of the arts and pushing this endeavor forward.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Ed Wylie, Interim City Manager, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Ed Wylie, Interim City Manager, introduced the item and stated all projects were on time. He further stated City Engineer was available and questions could be entertained at this time.

Ed Wylie, Interim City Manager, announced the Pharr Events Center would be transitioned into the Emergency Medical Services Headquarters. He stated some departments would be relocated and the City would be making minor remodeling work to some buildings to better serve the community.

Mayor Hernandez stated there was some misinformation about EMS services being free. He stated everyone would be charged, whether a person's insurance or Medicare gets billed or they bill the person directly, for services rendered. He further stated CARES Act funds were utilized to purchase the ambulance company assets and other municipalities could enter into an agreement with the City of Pharr for these services. Lastly, he stated the City would send out informational brochures to the public so they would be better informed.

ITEM 6. CONSENT AGENDA

A) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. **MELDEN AND HUNT, INC., REPRESENTING F.H. INVESTMENTS, LTD., REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) AND RESIDENTIAL MOBILE HOME DISTRICT (R-MH) TO HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 3.435 ACRES OUT OF LOT 317, KELLY PHARR TRACT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 6800 BLOCK OF SOUTH CAGE BOULEVARD. COZ#210320**

2. **MELDEN AND HUNT, INC., REPRESENTING MARIA D. ALVAREZ, OWNER, REQUESTED A CHANGE OF ZONE FROM NEIGHBORHOOD COMMERCIAL DISTRICT (N-C) TO RESIDENTIAL MULTI-FAMILY DISTRICT (R-MF). THE PROPERTY IS LEGALLY DESCRIBED AS BEING .538 ACRES OUT OF LOTS 1 & 2, BLOCK 1, THE VAN WILLIAMS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 229 WEST SAM HOUSTON AVENUE. COZ#210321**

3. **M&S GROUP, INC., D/B/A WING DADDY'S SAUCE HOUSE, REQUESTED A RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 4A & 5A, PARADISE COMMERCIAL PARK SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 601 SOUTH JACKSON ROAD. CUP#200318**

PLATS:

1. **ROBLES ENGINEERING, LLC., REPRESENTING MARIA RUTH MARTINEZ, OWNER, REQUESTED A PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED LOS BUHOS SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.4093 OF ONE ACRE OUT OF BLOCK "B" OF THE ACREAGE ADJACENT TO THE PHARR TOWNSITE AND OUT OF LOT 3, BLOCK "C", KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 300 BLOCK OF WEST EGLY AVENUE. SUB#210205**

Ed Wylie, Interim City Manager, introduced the item and recommended approval of consent agenda.

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

Ordinance Nos. O-2021-24 and O-2021-25 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2021, FOR THE DESIGN, ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and stated this was for funding of bridge project. He further stated this required a roll call vote and recommended approval.

Mayor Hernandez **moved** to approve; Comm. Guajardo **moved** to approve; Comm. Carrillo **moved** to approve; Comm. Caballero **moved** to approve; Comm. Chavez **moved** to approve; Comm. Medina **moved** to approve; Comm. Flores **moved** to approve. The motion carried unanimously.

Resolution No. R-2021-25 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO CREATE A MUNICIPAL COURT SECURITY COMMITTEE PURSUANT TO TEXAS GOVERNMENT CODE SECTION 29.014; AUTHORIZING ESTABLISHMENT OF POLICIES AND PROCEDURES FOR THE PURPOSE OF ENHANCING PHARR MUNICIPAL COURT SAFETY FOR JUDGES, STAFF, AND THE PUBLIC (MUNICIPAL COURT)

Ed Wylie, Interim City Manager, introduced the item. He explained the committee would be composed of five to six members including a presiding or municipal judge, a city representative, and a law enforcement agency representative. He stated the committee would give recommendations on court security and would set policies for the court. He further recommended approval subject to legal review.

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

Resolution No. R-2021-26 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, AMENDING THE PROFESSIONAL ENGINEERING ROTATION LIST FOR TRAFFIC ENGINEERING PROJECTS (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item and stated staff recommended WK Engineering to be added to the rotation list for traffic engineering projects.

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

B) CONSIDERATION AND ACTION, IF ANY ON ACCEPTANCE OF THE CITY OF PHARR MONUMENT SIGN PROJECT AND RELEASE OF FINAL BALANCE WITH RETAINAGE IN THE AMOUNT OF $6,865.75 (ENGINEERING)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for the monument sign at TopGolf and recommended approval.

Comm. Carrillo **moved** to approve as recommended. Comm. Flores seconded the motion and when put to a vote, it carried by majority vote of six (6) ayes and one (1) abstention. Comm. Chavez abstained from voting.

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE DESKTOP AND LAPTOP COMPUTERS FROM CDW-G IN THE AMOUNT OF $53,388.70 UTILIZING TEXAS DIR CONTRACT TSO 4159 (IT)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for computers and mobile data terminals for Emergency Medical Services (EMS) Department and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE 20 MOBILE MOTOROLA RADIOS AND 20 PORTABLE MOTOROLA RADIOS IN THE AMOUNT OF $191,763.60 FORM MOTOROLA SOLUTIONS THROUGH HGAC CONTRACT # RA05-18 (EMERGENCY MEDICAL SERVICES)

DRAFT

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for radios for Emergency Medical Services (EMS) Department and recommended approval.

Comm. Guajardo **moved** to approve as recommended. 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 AMENDMENT TO LEASE AGREEMENT WITH UETA -DUTY FREE AMERICAS (BRIDGE)

Ed Wylie, Interim City Manager, introduced the item and stated this was to extend current contract and rent would be $12,500 per month. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO ANY LEASES AND/OR CONTRACTS WITH THE UNIVERSITY OF TEXAS SYSTEM (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR MEDICAL BILLING SERVICES FOR THE CITY OF PHARR (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item. He stated Quick Med Claims would do the medical billing for Emergency Medical Services and the fees collected would be 6.5% for ground services and 2.5% for air services. He further recommended approval.

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

ITEM 11. CLOSED SESSION

None.

ITEM 12. RECONVENE

None.

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:42 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 3rd DAY OF MAY 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, MAY 11, 2021 AT 4:00 P.M.
118 SOUTH CAGE 2ND FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, May 11, 2021 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Eleazar Guajardo

STAFF PRESENT:
Edward Wylie, Interim City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, ACM/City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Criselda Rincon, Municipal Court Judge
Andrew Harvey Jr., Police Chief
Jacob Salinas, Assistant Fire Chief
Melanie Cano, Development Services Dir.
Pilar Rodriguez, Interim Public Works Dir.
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Victor Perez, PEDC Director
Ignacio Amezcua, Purchasing Director
Daniel Ramirez, E.M.S. Director
Kenneth Ennis, Communications Director
Marcela Beas, Interim Chamber President
Michelle Lopez, Chief Comm. Officer

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:08 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIENCE/INVOCATION

Pharr Police Department Color Guard, lead in the pledge of allegiance and Auxiliary Bishop Aviles said the invocation.

ITEM 2. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 3. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AND ORDER CANVASSING THE ELECTION RESULTS FOR THE GENERAL MUNICIPAL ELECTION HELD MAY 1, 2021 (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item.

Hilda Pedraza, ACM/City Clerk, went over the ordinance declaring the results of the May 1, 2021 municipal election. She stated for Commissioner Place No. 2, Daniela Zuniga received 1,543 (37.95%) votes and Roberto “Bobby” Carrillo received 2,523 (62.05%) votes; for Commissioner Place No. 3 Artemio “Chemo” Palacios received 1,547 (38%) votes and Ramiro Caballero received 2,524 (62%) votes; and for Commissioner Place No. 4 Isidro “Izzy” Perez received 1,561 (38.27%) votes and Daniel Chavez received 2,518 (61.73%) votes.

Hilda Pedraza, ACM/City Clerk, further stated that Robert “Bobby” Carrillo received the majority of votes to hold the office of City Commissioner Place No. 2; Ramiro Caballero received majority of votes to hold the office of City Commissioner Place No. 3; and Daniel Chavez received majority of votes to hold the office of City Commissioner Place No. 4.

Hilda Pedraza, ACM/City Clerk, reviewed the total votes cast by polling location for early voting and election day and those received by mail-in and provisional ballots. She stated the total number of votes cast was 4,104 for the May 1, 2021 municipal election and results were certified by Oscar Gonzalez, CPA.

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

Ordinance No. O-2019-26 is filed with the City Clerk’s Office.

ITEM 4. ADMINISTRATIVE

A) OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS (ADMINISTRATION)

Ed Wylie, Interim City Manager, introduced the item.

Judge Nereyda Lopez-Singleterry administered the Oath of Office to Commissioner Roberto "Bobby" Carrillo.

Judge Rodolfo Gonzalez administered the Oath of Office to Commissioner Ramiro Caballero.

Ricardo Rodriguez, District Attorney, administered the Oath of Office to Commissioner Daniel Chavez.

Mayor Hernandez made some final commentaries regarding the election and election results. He further stated the City of Pharr was very proud of the services provided by City staff on this election and mentioned the staff did an exceptional job in carrying-out their duties. Lastly, Mayor Hernandez thanked the citizens of Pharr for coming out to vote.

ITEM 8 ADJOURNMENT:

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:31 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 11th DAY OF MAY 2021 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: May 19, 2021
MEETING DATE: June 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Ordinance dissolving the Pharr Events Center Department; providing for reallocation of inventory, assets, concessions supplies, permits and licenses as allowed by law; ratification of prior acts; repealing conflicting ordinances and effective date.***(2nd Reading)***

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

Issue: The Pharr Event Center Department shall be dissolved pursuant to City Charter, municipal chain of authority and city employment policy. The City Manager shall hereby be authorized to carry out the dissolution of the Pharr Event Center, including, but not limited to: lay off or reassignment of employees, and reallocating inventory, assets, concession supplies, reassigning permits and licenses as allowed by law. Any prior acts by City Manager in preparing for dissolution are hereby ratified.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/19/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
City Management Office	New - 1/1/1900

ORDINANCE NO: O-2021- __

AN ORDINANCE DISSOLVING THE PHARR EVENTS CENTER DEPARTMENT; PROVIDING FOR REALLOCATION OF INVENTORY, ASSETS, CONSESSION SUPPLIES, PERMITS AND LICENSES AS ALLOWED BY LAW; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

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

SECTION 1: DEPARTMENT DISSOLVED.

The Pharr Events Center Department shall be dissolved pursuant to City Charter, municipal chain of authority and city employment policy. This Ordinance and provisions herewith shall be included in the Pharr Code of Ordinances. All acts occurring prior to the effective date of this Ordinance shall be ratified and adopted.

SECTION 2: AUTHORIZATION.

The City Manager shall hereby be authorized to carry out the dissolution of the Pharr Events Center, including, but not limited to: lay off or reassignment of employees, and reallocating inventory, assets, concession supplies, reassigning permits and licenses as allowed by law. Any prior acts by City Manager in preparing for dissolution are hereby ratified.

SECTION 3: REPEAL OF CONFLICTING ORDINANCE

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 4: CUMULATIVE.

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above-described ordinance shall remain in full force and effect.

SECTION 5: SEVERABILITY CLAUSE.

Any and all ordinances in conflict with this ordinance are repealed. 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 6: EFFECTIVE DATE; PUBLICATION.

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

SECTION 7: **PROPER NOTICE AND MEETING.**

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of May, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ___ day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: May 21, 2021
MEETING DATE: June 7, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action authorizing City Manager to advertise for Request for Qualifications (RFQ) to develop the Pharr Comprehensive Pedestrian Safety and Wellness Plan (CSJ #0921-02-389)

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

Issue: The City was awarded funds to develop an active transportation plan and documents are ready to advertise a Request for Qualifications (RFQ) for the professional service.

The awarded funds total $134,000 from the Hidalgo County Metropolitan Planning Organization's (HCMPO) Fiscal Year 2017-2018 Transportation Alternative Program (TAP). The Local Match is $120,000 and estimated cost of project is $254,000.

Fiscal Consideration: Grant: $134,000
Local Match: $120,000
Total: $254,000

Staff Recommendation: Staff recommends approval of authorization to advertise a solicitation for Request for Qualifications (RFQ) for the Pharr Comprehensive Pedestrian Safety & Wellness Plan.

Alternatives: No alternatives.

Exclude Material from Public Packet? No
Reason: No exclusions.

ROUTING:

Maria Rangel	Created/Initiated - 5/21/2021
Omar Anzaldua	Approved - 6/2/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
City Management Office	New - 1/1/1900

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: June 1, 2021
MEETING DATE: June 7, 2021

FROM: Veronica Gutierrez, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action authorizing City Manager to advertise for the Purchase and Delivery of City Wide Uniforms.

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

Issue: The Purchasing Department is requesting authorization to advertise for the Purchase and Delivery of City Wide Uniforms for all City Employees. (Project #2021-01-513-P021-307)

Fiscal Consideration: Funding for uniforms are included in city departments' budgets.

Staff Recommendation: Staff recommends approval of authorization to advertise for the Purchase & Delivery of City Wide Uniforms.

Alternatives: Procure Uniforms as needed

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

ROUTING:

Veronica Gutierrez	Created/Initiated - 6/1/2021
Ignacio Amezcua	Approved - 6/1/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
Anali Alanis	Approved - 6/3/2021
City Management Office	New - 1/1/1900

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action authorizing City Manager to advertise for Requests for Proposals (RFP) to provide fleet maintenance and repairs services for the City of Pharr

Classification: Consent

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

Issue: With the addition of approximately forty (40) vehicles to the fleet for Emergency Medical Services, the Public Works Department is requesting authorization for the City Manager to solicit Requests for Proposal for fleet maintenance and repairs services. With the current staffing level, the Fleet Operations Division is unable to provide the necessary turn around time for ambulance maintenance and repair. Additionally, with the high turn over of city mechanics due to the competitive nature of the maintenance and repair industry, staff is exploring an efficient and cost effective third party solution to meets the City's demanding needs, especially for emergency vehicles (ambulances, police cruisers and fire apparatus). (Project #2021-55-535-S023-082)

Fiscal Consideration: If maintenance and repair is to continue in-house, additional staff will need to be hired to meet the maintenance demands of the ambulances added to the fleet.

Staff Recommendation: Based on review by this office, staff recommends authorization for the CIty Manager to advertise for Requests for Proposals for Fleet Maintenance and Repair Services.

Alternatives: Continue maintenance and repair services in-house.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez	Created/Initiated - 6/2/2021
Pilar Rodriguez	Approved - 6/2/2021
Ignacio Amezcua	Approved - 6/2/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
Hilda Pedraza	Approved - 6/3/2021

City Management Office New - 1/1/1900

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.
DATE SUBMITTED:
MEETING DATE: June 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.1.
DATE SUBMITTED:
MEETING DATE: June 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Trevino Engineering, representing Zuko Family Limited Partnership, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 58.64 acres out of a portion of Lots 368 and 369 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas and Lots 13 and 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1100 and 1500 Block of East Hi-Line Road. **COZ#210429**

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

Issue: Trevino Engineering, representing Zuko Family Limited Partnership, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). **COZ#210429**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending **approval** of the request to re-zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to **approve** the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Carolina Herrera
Roland Gomez
Melanie Cano
Patricia Rigney
City Management Office

Created - 6/2/2021

Pharr
Development Services

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: June 07, 2021

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** COZ:#210429

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** April 29, 2021

1. **Applicant:** Trevino Engineering, representing Zuko Family Limited Partnership, owner.

2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I).

3. **Nature / Intent of Request:** In order to develop and construct an industrial terminal market.

4. **Routing to Staff:**

	Initials	Date		
A. Melanie Cano, Director		6/1/2021	☒ Approval	☐ Denial
B. Planning Staff Recommendations		6-1-2021	☒ Approval	☐ Denial
C. Planning and Zoning Commission		05/24/2021	☒ Approval	☐ Denial
D. City Attorney			☐ Approval	☐ Denial
E. City Manager			☐ Approval	☐ Denial

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, JUNE 07, 2021**

TO: **MAYOR AND CITY COMMISSION**

FROM: **DEVELOPMENT SERVICES**

THROUGH: **EDWARD WYLIE, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I). The property is legally described as being 58.64 acres out of a portion of Lots 368 and 369 Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas and Lots 13 and 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas. The property is physically located between the 1100 and 1500 Block of East Hi-Line Road**

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:

Trevino Engineering, representing Zuko Family Limited Partnership, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) in order to develop and construct an industrial terminal market.

The subject site is located on the north side of East Hi-Line Road and physically located within the 1100-1500 Block of East Hi-Line Road. The property is legally described as being 58.64 acres out of a portion of Lots 368 and 369, Kelly Pharr Subdivision and Lots 13 and 14, Block 1, Closner Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Hi-Line Road, an 80' major collector that runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The property and the property to the north, south, and a portion to the west were zoned to Agricultural and/or Open Space District (A-O) when they were annexed by the City of Pharr on June 3, 2003. A portion to the west was zoned to Agricultural and/or Open Space District (A-O) on November 1, 1994 and the remaining portion to the west was zoned to Agricultural and/or Open Space District (A-O) on August 20, 1991 when the properties were annexed by the City of Pharr. On May 22, 2008, the properties to the south were rezoned to Heavy Commercial District (H-C). Later, the properties to the south were rezoned to Limited Industrial District (L-I) on December 14, 2014. A portion of the properties to the west were rezoned to Heavy Industrial District (H-I) on February 7, 2019 and the city limits lie to the east. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

The Heavy Industrial District (H-I) is established to provide adequate space and site diversification. The area requirements in this district are minimal and will allow both large and small industrial uses either on separate small lots or as part of a park. Some screening is required, but because of the potential for hazardous or possibly blighting uses, this district should not be located close to residential areas of any type. Areas should not be zoned to this usage unless they are located on or close to arterials capable of carrying commercial and truck traffic.

Nine (9) 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 from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to **approve** the rezoning request from Agricultural and/or Open Space District (A-O) to Heavy Industrial District (H-I) 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

Trevino Engineering, representing Zuko Family Limited Partnership, owner
APPLICANT

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

Between the 1100 -1500 Block of East Hi-Line Road
ADDRESS

Heavy Industrial District (H-I)

		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**

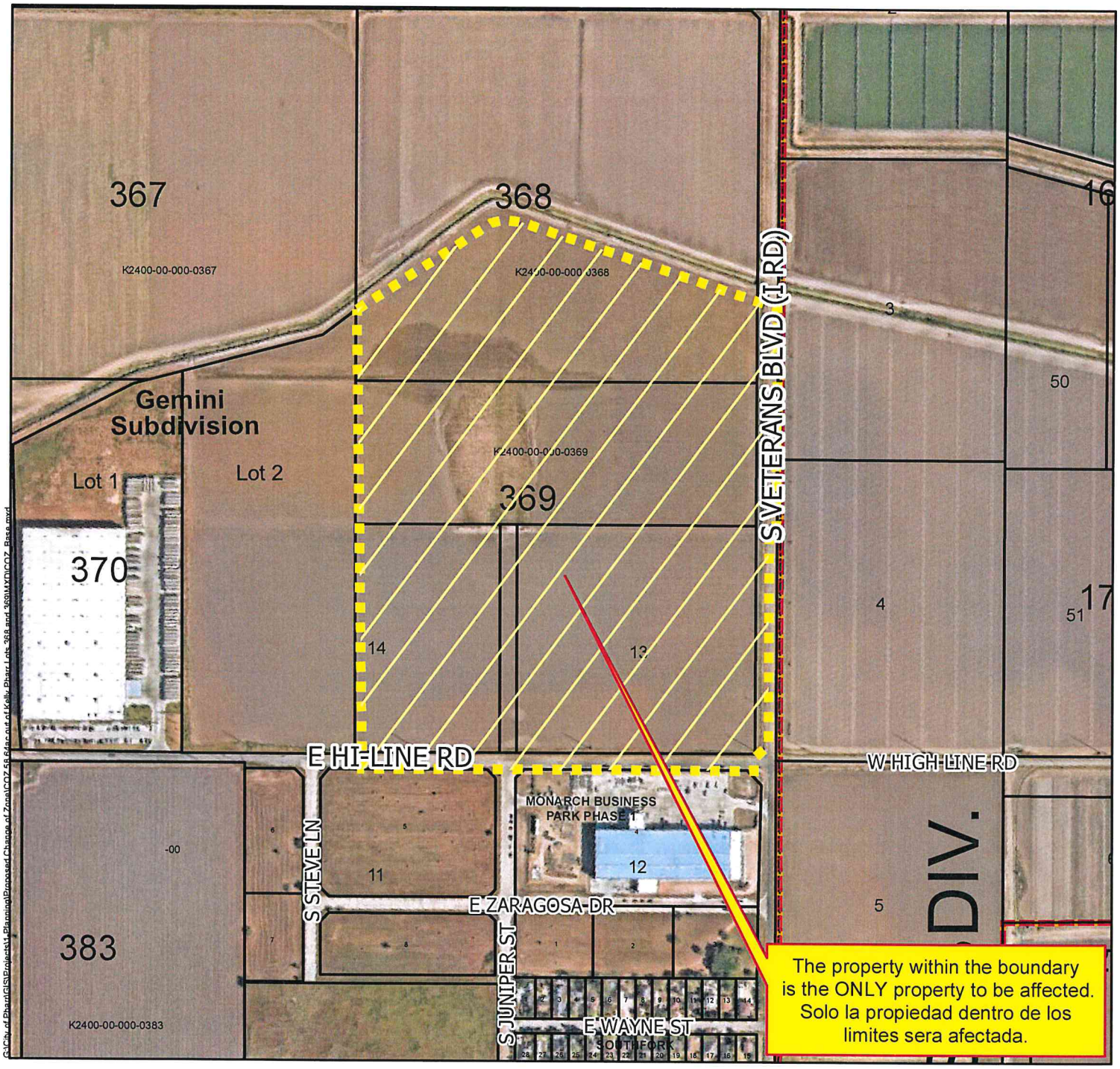
The property meets area requirements, has adequate ingress and egress, and is in line with the Future Land Use Plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

Anaisa Licerio
PREPARED BY

May 17, 2021
DATE

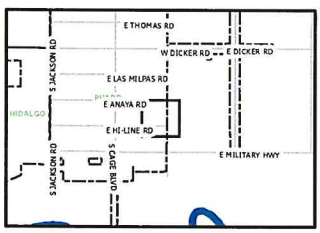
Proposed Change of Zone
58.64 acres out of a portion of Lots 368 & 369
Kelly Phar Sub & Lot 13 & 14 Block 1 Closner Sub.
Andres J Zuniga

Pharr Engineering



- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- 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

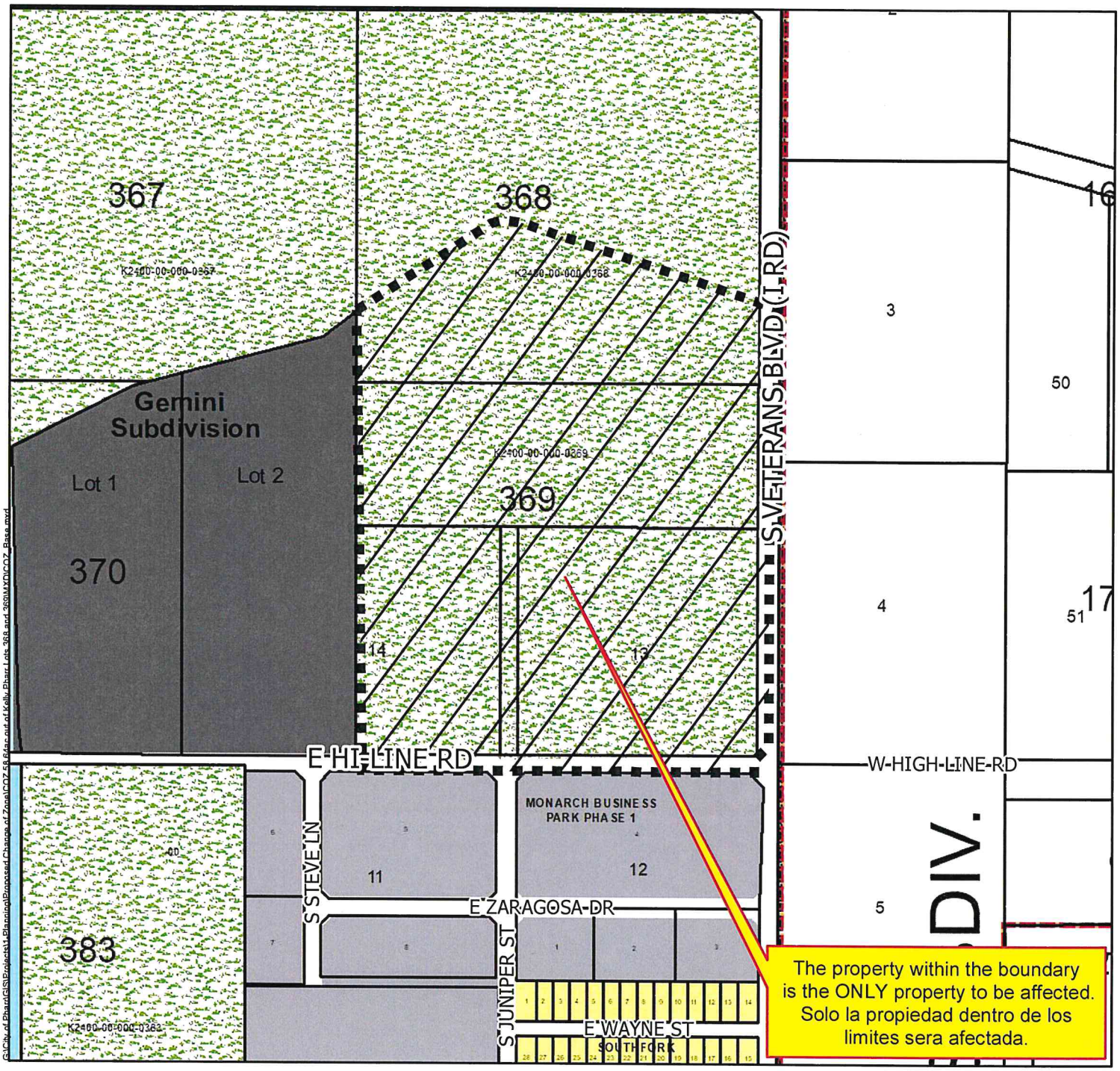
Scale: 1 inch = 500 feet

0 250 500 1,000 1,500 2,000 Feet

Date: 4/12/2021

Proposed Change of Zone
58.64 acres out of a portion of Lots 368 & 369
Kelly Phar Sub & Lot 13 & 14 Block 1 Closner Sub.
Andres J Zuniga

Pharr Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
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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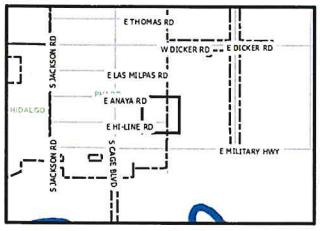
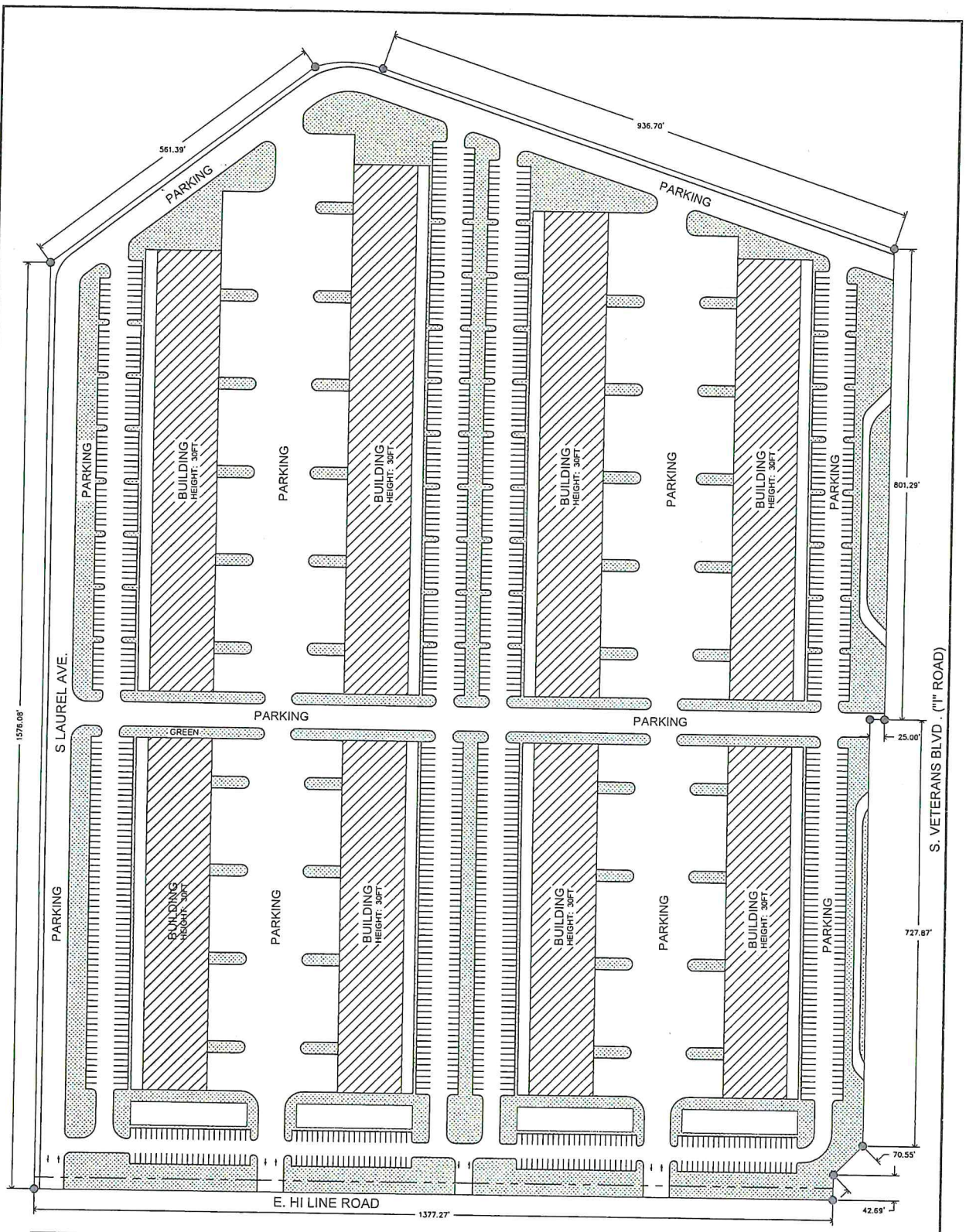


City of Pharr, Texas
Engineering Department
956.402.4242

Date: 4/12/2021

Scale: 1 inch = 500 feet

0 250 500 1,000 1,500 2,000 Feet



SITE PLAN
TOTAL ACRES: 58.62

This drawing is for illustration purposes only and not intended to be used as actual schematics. Your site plan will differ.

Green area.

PHARR TERMINAL MARKET SUBDIVISION

A TRACT OF LAND CONTAINING 58.62 ACRES (58.64-ACRES RECORDED) OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF LOTS 358 AND 359, KELLY-PHARR SUBDIVISION, RECORDED IN VOLUME 3, PAGE 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND LOTS 13 AND 14, BLOCK 1, CLOSNER SUBDIVISION, RECORDED IN VOLUME 1, PAGE 56-A, MAP RECORDS, HIDALGO COUNTY, TEXAS

TREVIÑO ENGINEERING
FIRM No. F-7906
TEL No. (956) 283-8847
200 S. 10th St. Ste. 1303
McAllen, Texas 78501
ident@trevinoengineering.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.2.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83. **CUP#100103**

Classification: Regular

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

Issue: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#100103**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 6/2/2021
Roland Gomez	Approved - 6/3/2021
Melanie Cano	Approved - 6/3/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

Executive Summary Letter

June 07, 2021

Conditional Use Permit **Renewal** for ABC – Pappadeaux Seafood Kitchen

Background:

Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Pappadeaux Seafood Kitchen.

The property is located at 1610 West Expressway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\RNWL_PAPPAS RESTAURANTS, INC dba PAPPADEAUX SEAFOOD KITCHEN_2010

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, JUNE 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. **CUP#100103** (PAPPADEAUX SEAFOOD KITCHEN)

GENERAL INFORMATION:

APPLICANT: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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

LOCATION: The property's physical address is 1610 West Expressway 83.

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

COMMENTS:

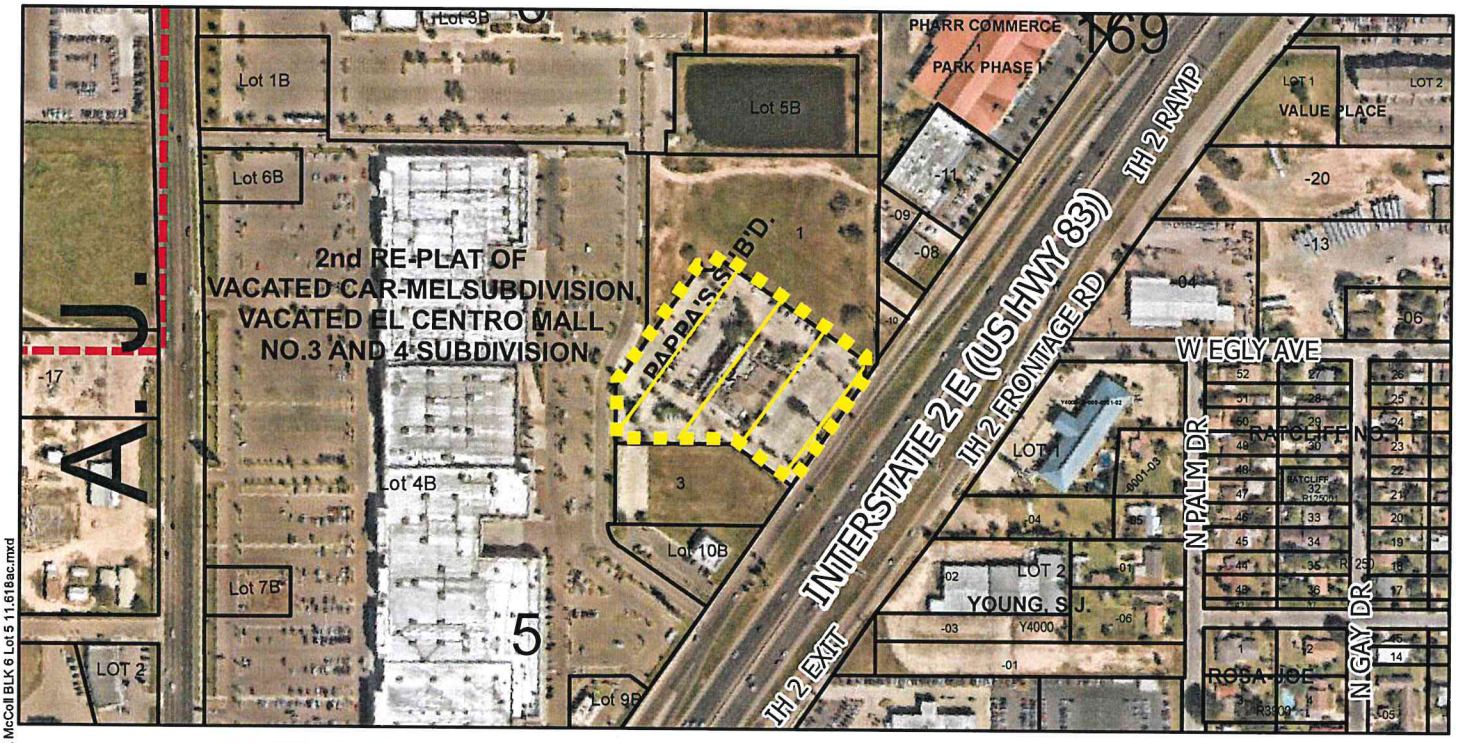
POLICE CHIEF: Recommends approval of the Conditional Use Permit.

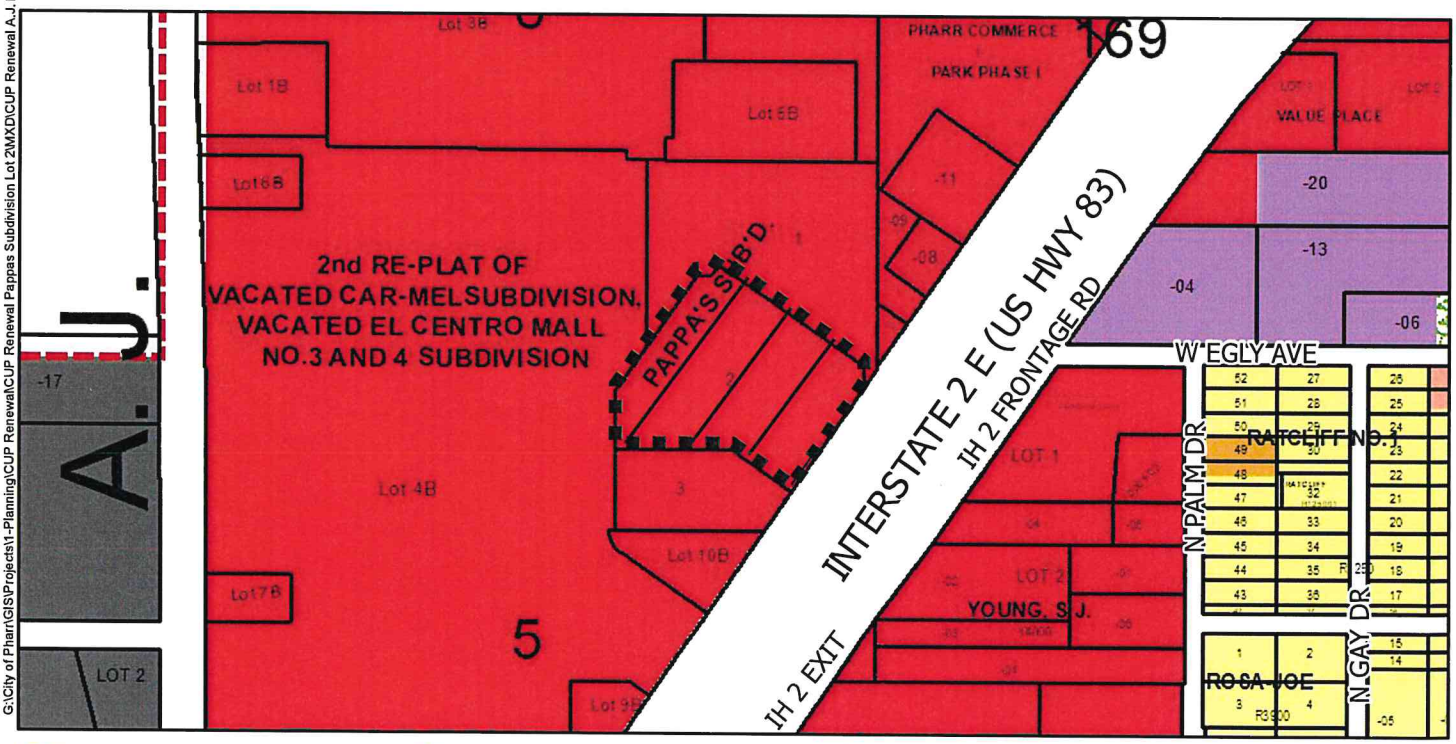
FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

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

P:\Admin\MY FILES\CUPs\ABC\RNWL_PAPPAS RESTAURANTS, INC dba PAPPADEAUX SEAFOOD KITCHEN_2010

Conditional Use Permit Renewal
Pappas Subdivision Lot 2
Pappadeaux Seafood Kitchen





G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Pappas Subdivision Lot 2\MXD\CUP Renewal A.J. McColl BLK 6 Lot 5 11.618ac.mxd

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- 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 = 400 feet

0 200 400 800 1,200 1,600 Feet

N W E S

Date: 2/10/2021

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.3.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. **CUP#150325**

Classification: Regular

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

Issue: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#150325**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 6/2/2021
Roland Gomez	Approved - 6/3/2021
Melanie Cano	Approved - 6/3/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

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

June 7, 2021

Conditional Use Permit **Renewal** for ABC – Muelle 37

Background:

Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Muelle 37.

The property is located at 1000 North Cage Boulevard, Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_J GARZA dba MUELLE 37_2015

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, JUNE 07, 2021

TO: MAYOR AND CITY COMMISION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. **CUP#150325** (MUELLE 37)

GENERAL INFORMATION:

APPLICANT: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1000 North Cage Boulevard, Suite A.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North, South, East and West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

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

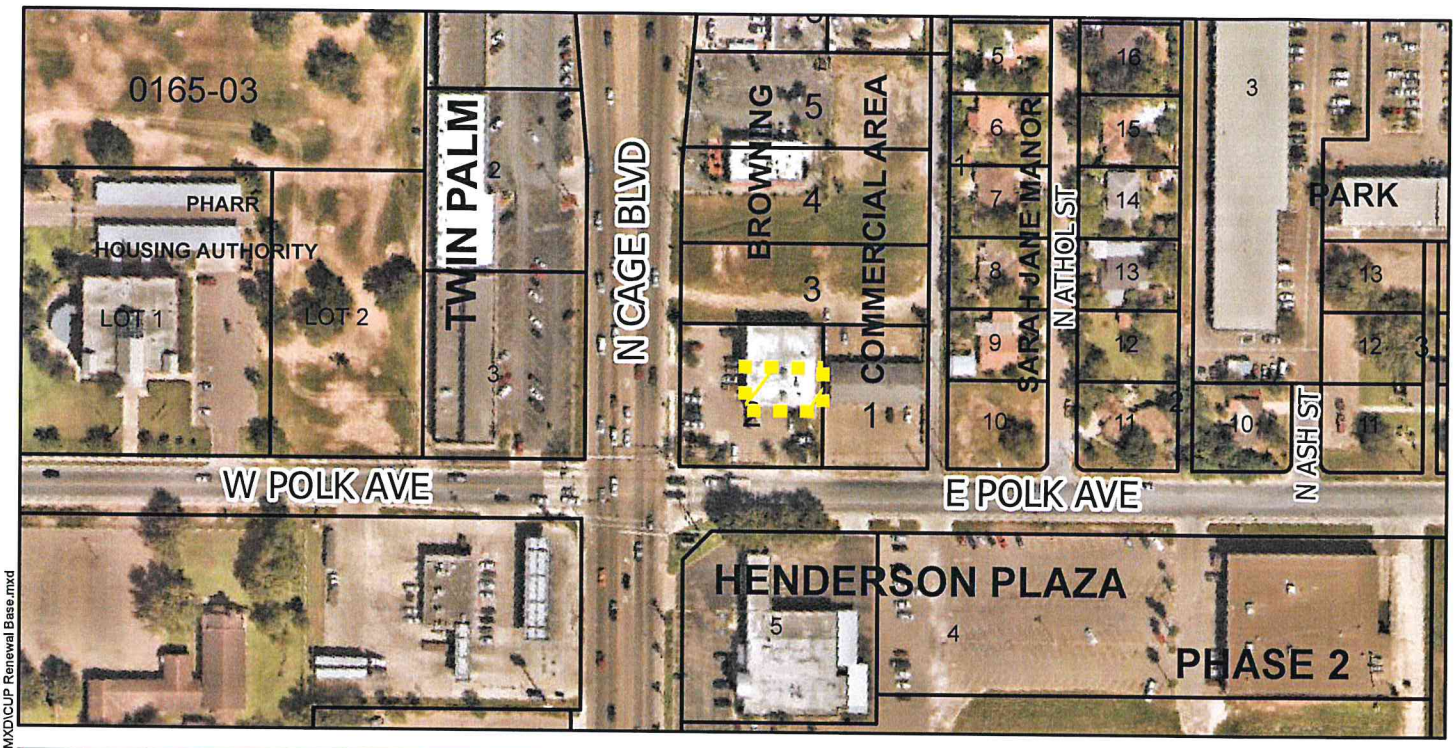
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site and applicant being in compliance with all City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

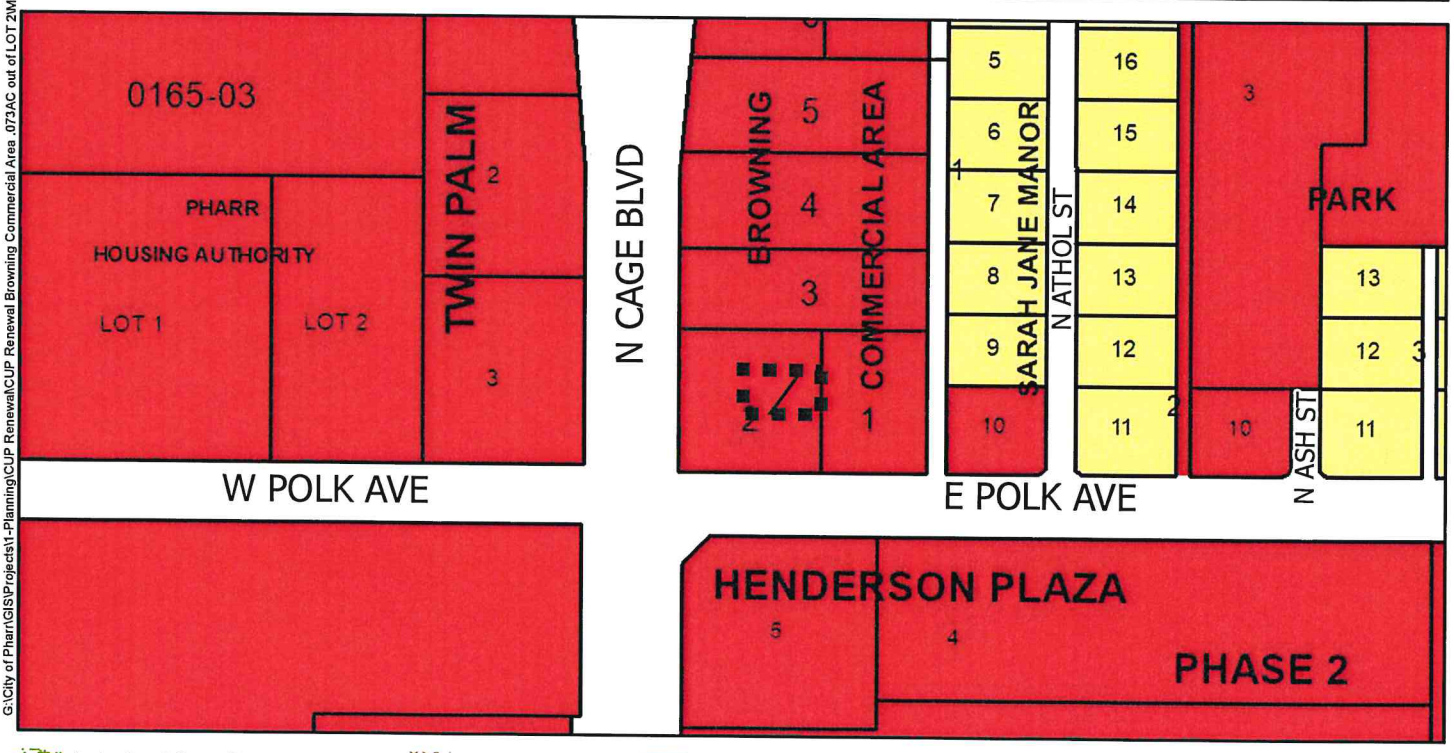
P:\Admin\MY FILES\CUPs\ABC\ABC_J GARZA dba MUELLE 37_2015

Conditional Use Permit Renewal
.073Ac out of Lot 2 Browning Commercial Area
Juan F. Garza/ Muelle 37

Pharr
All-America City
2006

Pharr Engineering





G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Browning Commercial Area .073AC out of LOT 2\MXD\CUP Renewal Base.mxd

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

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet

N W E S

City of Pharr, Texas
Engineering Department
956.702.5355

Date: 6/3/2021

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.F.4.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6615 South Jackson Road. **CUP#180208**

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

Issue: Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#180208**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 6/2/2021
Roland Gomez	Approved - 6/3/2021
Melanie Cano	Approved - 6/3/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

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

June 7, 2021

Conditional Use Permit **Renewal** for ABC – Taqueria Borrego Pinto

Background:

Taqueria Borrego Pinto is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 3rd renewal for Taqueria Borrego Pinto.

The property is located at 6615 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC TAQUERIA BORREGO PINTO_2018

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, JUNE 7, 2021

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC – FILE NO. **CUP#180208** (TAQUERIA BORREGO PINTO)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as being Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6615 South Jackson Road.

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

COMMENTS:

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

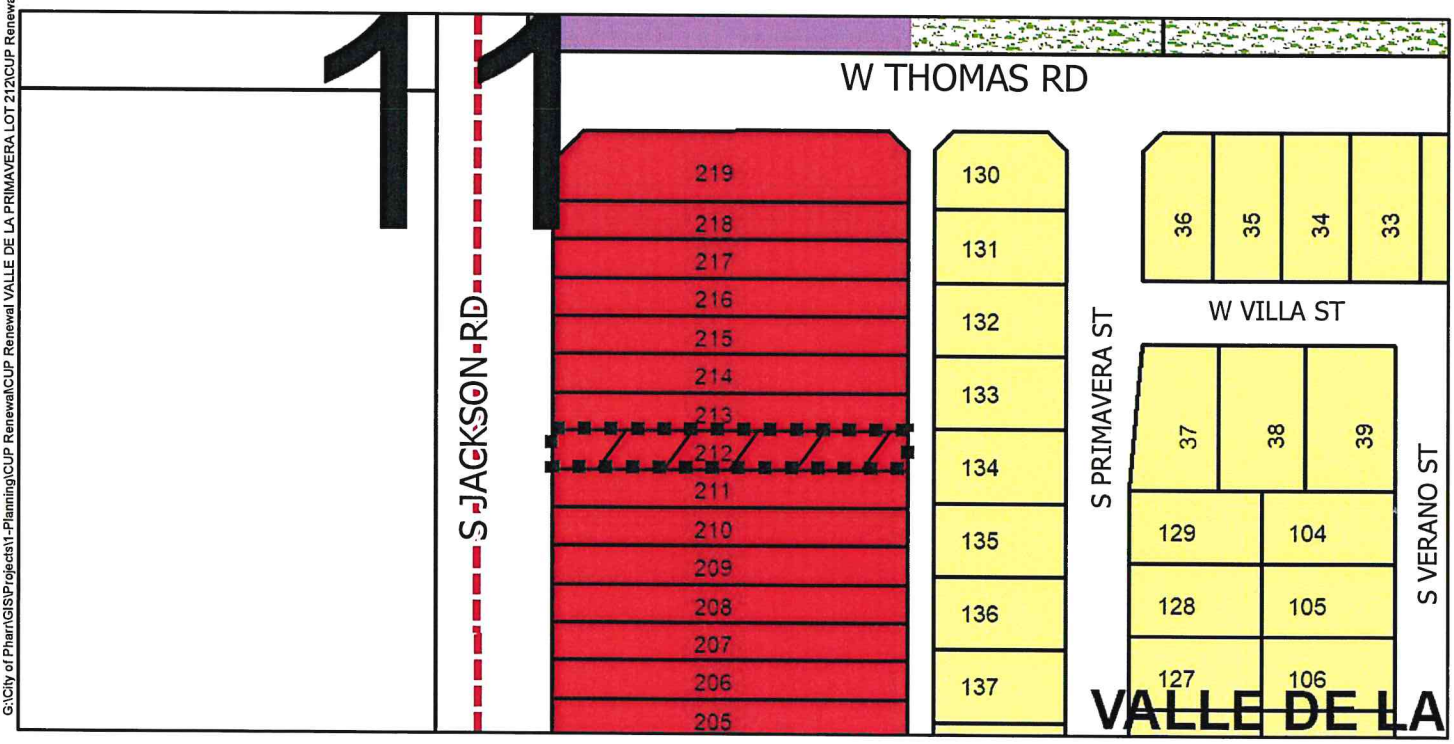
CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

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

P:\Admin\CUPs\ABC TAQUERIA BORREGO PINTO_2018

Conditional Use Permit Renewal
Valle De La Primavera Subdivision Lot 212
Taqueria Borrego Pinto/ Dora Elia Mendoza Hernandez

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal VALLE DE LA PRIMAVERA LOT 212\CUP Renewal Base.mxd

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

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 6/2/2021

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.
DATE SUBMITTED:
MEETING DATE: June 7, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No
Reason:

ROUTING:

Imelda Barrera
Karla Saavedra
Patricia Rigney
City Management Office

Created -

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.G.1.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Carolina Herrera, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Melden & Hunt Inc., representing W.A. Landreth, Manager, for Vaquero Ventures Management, LLC, is requesting final plat approval of the proposed 7-11 Cage Addition Subdivision. The property is legally described as being a 1.742 acres out of Lot 77, Kelly-Pharr Subdivision and out of Lots 1-3 Amended Gomez Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 6000 Block of North IH 69C. **SUB#200209**

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

Issue: Melden & Hunt Inc., representing W.A. Landreth, Manager, for Vaquero Ventures Management, LLC, is requesting final plat approval of the proposed 7-11 Cage Addition Subdivision. **SUB#200209**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed 7-11 Cage Addition Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed 7-11 Cage Addition Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Carolina Herrera	Created/Initiated - 6/3/2021
Melanie Cano	Approved - 6/3/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, JUNE 07, 2021

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: 7-11 CAGE ADDITION SUBDIVISION
FILE NO. **SUB#200209**

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing W.A. Landreth, Manager, for Vaquero Ventures Management, LLC, is requesting final plat approval of the proposed 7-11 Cage Addition Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 1.742 acres out of Lot 77, Kelly-Pharr Subdivision and out of Lots 1-3 Amended Gomez Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 6000 Block of North IH 69C.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Limited Industrial District (L-I) and Single Family Residential District (R-1) to the east, Limited Industrial District (L-I) to the south and west and City limits to the north. The property is designated for commercial and R.O.W. use in the Land Use Plan.

PROPERTY PROPOSED USE: 7-11 convenient store.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed 7-11 Cage Addition Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. Provide street light layout.
2. Show full R.O.W., for E. Owassa Rd.

EASEMENTS:

1. Show easements for power poles.
2. At bottom of property provide distance to locate the 30' easement to H.C.I.D #2 and at top.
3. Shall submit application to entities to abandon easements (will provide application) show limits to be abandon.
4. City of Pharr easement shall read: 15' or 10' Exclusive easement to City of Pharr dedicated by plat.

SIDEWALK: ADA:

1. Follow City of Pharr Construction Standards Manual.

FIRE PROTECTION:

1. See attached comments.

WATER:

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

SEWER:

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

DRAINAGE:

1. Drainage report to be reviewed and approved by H.C.D.D. No.1.

OTHER:

1. Where are power poles going to be relocated?
2. Need to reference City of Pharr benchmark system, use nearest to site for plate note# 5.
3. Provide signatures for engineer and surveyor.
4. Change scale to 1" = 50'.
5. Show limits of state of Texas property on the south side.
6. Verify the monument on the south west corner for Lot 4, Msey, LTD.
7. Shall provide all crossing permits for crossing H.C.I.D #2.
8. Provide all pertinent City of Pharr details.
9. Provided a performance bond.
10. Owners to maintain R.O.W. and perimeter of subdivision.
11. Need signatures on plat engineer and surveyor.
12. See staff comments attached.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed 7-11 Cage Addition Subdivision.

Pharr Fire – Rescue

118 S. Cage Blvd. 3rd Floor
Pharr, Texas 78577
Tel: (956) 402-4400 Fax: (956) 475-3433

Subdivision: 7-11 Cage Addition Subdivision

Reviewed By Dago Soto Date: 4/9/2020

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

Additional Comments:

1. **The 12-inch main shall extend south all the way to the property line on the east side of the subdivision and shall extend west all the way to the frontage.**
2. **Shall contact Fire Marshal office where the proposed fire hydrants shall be moved**

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr
Public Utilities

Omar Anzaldua
Interim Public Utilities Director

STAFF REVIEW FOR:

7-11 ADDITION SUBDIVISION

****

COMMENTS: **Initials: R. B.** **FEBRUARY 12, 2020**

****

WATER:

- See attached WL Recommendation drawing (current and proposed)
- 15' Utility Easement Exclusive to the City of Pharr
- Will need to show correct WL sizing in the plans
- Will need to show existing 12" WL crossing Expressway 281
- Water line will need to be centered on the Easement
- Will need to connect 12" WL crossing Expressway 281 in the Upper Left corner
- Will need to install a 12" x 12" Tee on the Upper Right corner of the property with a reducer on the E side of the Tee for existing WL
- Will need to install a 12" x 12" Tee with an 8" reducer on the Lower Center of the property
- Will need to install 3 – 12" W/V.'s all around the Tee on the Lower Center of the property
- Will need to install 2 - 45° elbows on lower Left corner of property
- Will need casing on all water crossing sewer locations
- Wil need to Loop WL on the Lower Right corner of the Property
- Will need to show existing NAWSC Water Line on upper Right corner
- Follow City of Pharr Construction Standards Manual

801 E. SAM HOUSTON
PHARR, TEXAS 78577
PHONE: 956-402-4300
FAX: 956-783-4688

Pharr
Public Utilities

Omar Anzaldua
Interim Public Utilities Director

SEWER:

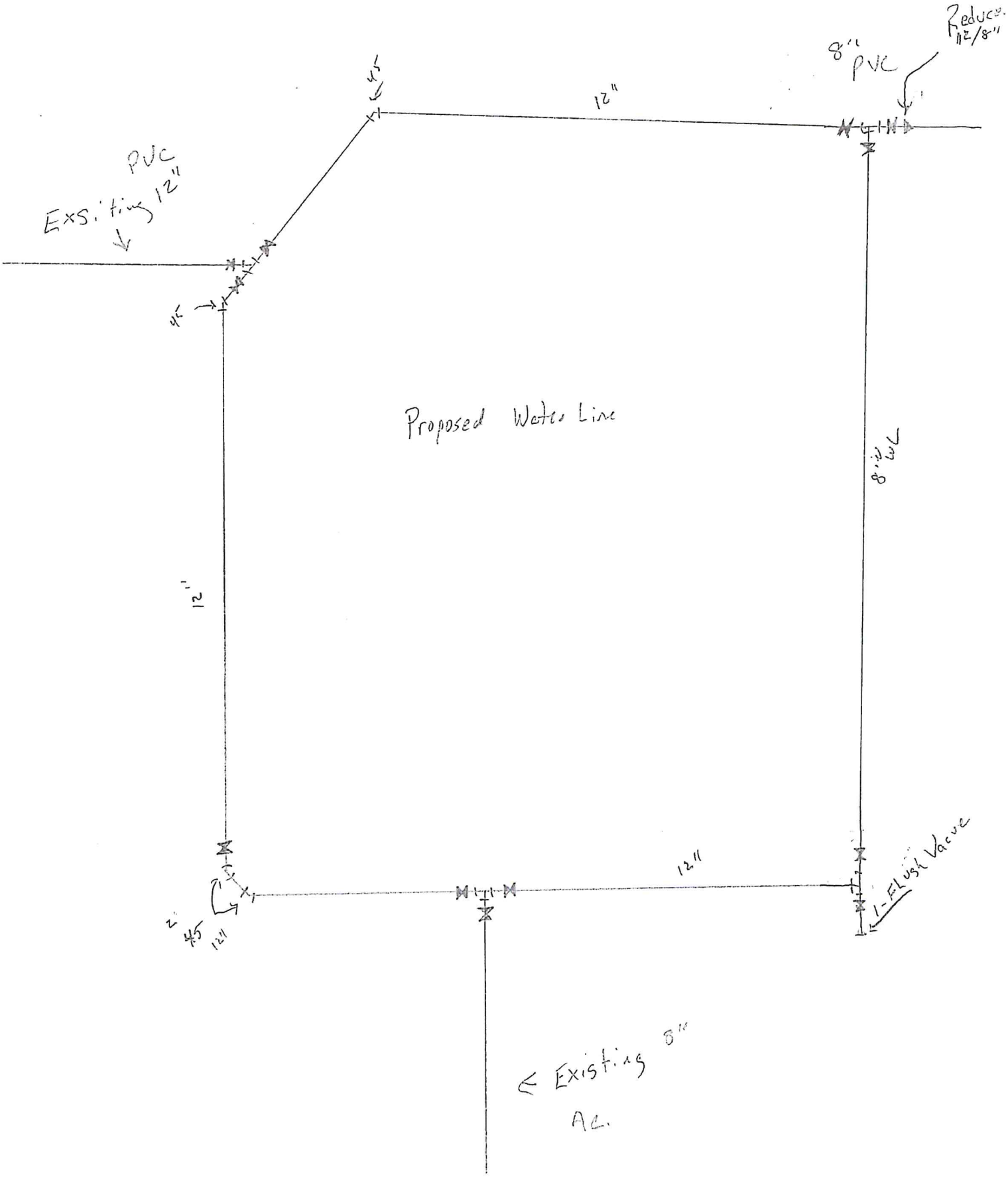
- Proposed Sewer M/H will need to be aligned, will not allow a 45° bend (Center of property on the E side)
- M/H ring and covers will need to be composite based with City Logo
- Follow City of Pharr Construction Standards Manual

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

Print Name:_____

Signature:_____ Date:_____

N Cage Blvd
N Cage Blvd
Monte Carlo Ballroom


Reducer 12"/8"
8" PVC
12"
PVC
Existing 12"
Proposed Water Line
8" PVC
12"
12"
1-Flush Valve
12"
← Existing 8"
AC.

Pharr Public Works

SUBDIVISION COMMENTS

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

SUBDIVISION: 7-11 Cage Addition **DATE:** 4/16/2020

Residential/Commercial: __1.742__ acres

Pre-Con:

Plat Notes:

- No Comments

General Notes:

- All drainage construction shall comply with City of Pharr Standards.
- An approved drainage report is required for all new subdivisions and/or development(s).
- Storm water detention measures shall be designed and constructed for all new subdivisions and or developments.
- Storm water drainage requirements not considered through the subdivision process will be addressed at building permit stage.
- Discharge permit required.
- SWPPP will be required before Notice to Proceed (NTP) is issued; SWPPP will be submitted at Pre-Construction Meeting.
- Notice of Intent (NOI/CNOI) will be needed before NTP is issued.
- Need S.W.P.P.P. digital USB for review, 3 hard copies for finalization.
- Culverts shall be RCP w/Safety End Treatment (S.E.T.)
- Any detention control/structure shall bleed out via an 8" diameter pipe into an existing storm water system (public or private).

- Storm water drain inlets shall be spaced out to be every 500' (Maximum).
- Minimum storm water drainpipe diameter shall be 18".
- Street light detail plans to be included at building permit.
- Erosion and sediment control plan.

Pharr Engineering

SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: 7-11 Addition Subdivision **DATE:** April 16, 2020

REVIEW: Preliminary (revised comments plans dated March 31, 2020)

PLAT

1. Please verify that property lot line is shown correctly.
2. Please show the R.O.W. width for E Owassa Rd.
3. Signature from RPLS is required.
4. Signature for PE is required.

SITE PLAN

DRAINAGE

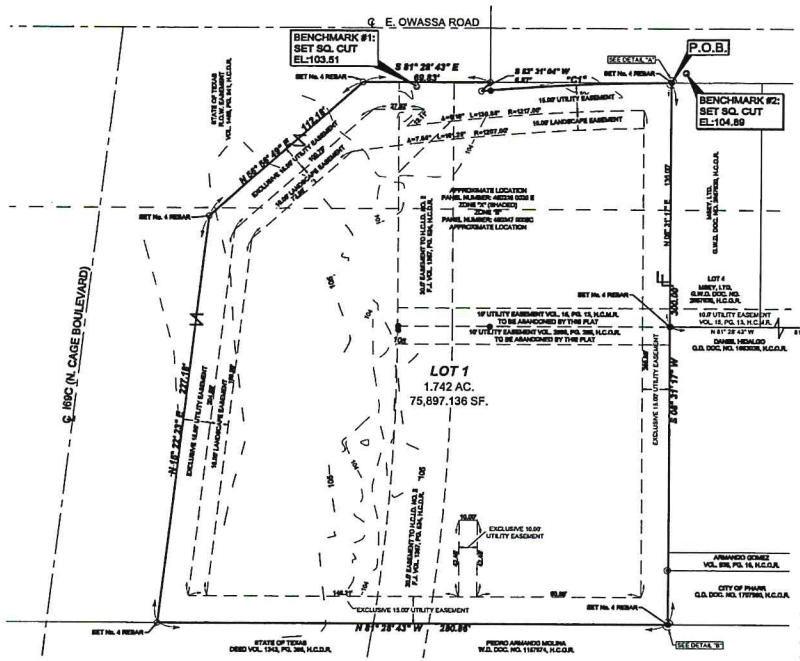
1. Drainage report to be reviewed and approved by H.C.D.D. No. 1.
2. Drainage plan to be reviewed and approved at building permit stage.

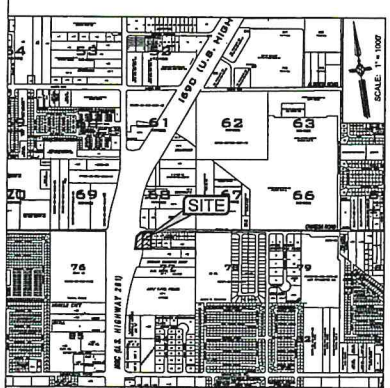
ADDITIONAL COMMENTS

MAP OF

7-11 CAGE ADDITION

A TRACT OF LAND CONTAINING 1.742 ACRES OUT OF LOT 77, KELLY-PHARR SUBDIVISION, AND OUT OF LOT 1-3, AMENDED GOMEZ SUBDIVISION, CITY OF PHARR, HIDALGO COUNTY, TEXAS





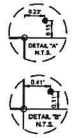
LOCATION MAP
SCALE: 1" = 1000'

Curve Table							
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	00° 01' 50"	1,232.28'	19.42'	9.71'	19.42'	S 04° 05' 00" E

LEGEND

- FOUND No.4 REBAR
- FOUND No.6 REBAR
- FOUND PIPE
- SET No. 4 REBAR
- SET SQUARE CUT
- ACS. - ACCESS
- DOC. - DOCUMENT
- F.J. - FINAL JUDGEMENT
- G.W.D. - GIFT WARRANT DEED
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.I.D. - HIDALGO COUNTY IRRIGATION DISTRICT
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- HG. - HIGHWAY
- PG. - PAGE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- Q.D. - QUITCLAIM DEED
- R.O.W. - RIGHT OF WAY
- S.E. COR. - SOUTH EAST CORNER
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- W.D. - WARRANTY DEED
- ℄ - CENTER LINE
- LOT LINE
- Z - SAME OWNER

SCALE: 1" = 20'



MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
118 W. McINTYRE • EDINBURG, TX 78541
PH: (956) 381-0981 • FAX: (956) 381-1839
ESTABLISHED 1947 • www.meldenandhunt.com
TBPE FIRM # F-1435

DRAWN BY: S.A.	DATE 2-25-2020	
SURVEYED, CHECKED	DATE	
FINAL CHECK	DATE	

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.742 ACRES [75,897.136 SQUARE FEET] SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 77, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 134, HIDALGO COUNTY DEED RECORDS AND OUT OF LOTS 1-3, AMENDED GOMEZ SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 13, HIDALGO COUNTY MAP RECORDS, WHICH SAID 1.742-ACRE CONSISTS OF A CERTAIN TRACT CONVEYED TO STATE OF TEXAS BY VIRTUE OF A FINAL JUDGEMENT RECORDED IN VOLUME 1342, PAGE 534, HIDALGO COUNTY DEED RECORDS, A CERTAIN TRACT CONVEYED TO ROLANDO RODRIGUEZ BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 913928, AND A CERTAIN TRACT CONVEYED TO JOSE JESUS MELENDEZ, SR. BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 1836284, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.742 ACRES [75,897.136 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A No. 5 REBAR FOUND [NORTHING: 16615108.081, EASTING: 1092203.359] ON THE SOUTHEAST CORNER OF LOT 19, OF SAID AMENDED GOMEZ SUBDIVISION;

THENCE, N 81° 28' 43" W, A DISTANCE OF 810.00 FEET TO A No. 4 REBAR SET ON THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE, N 00° 31' 17" E ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 135.00 FEET TO A No. 4 REBAR SET ON THE NORTHEAST CORNER OF SAID LOT 3, FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 00° 31' 17" W ALONG THE EAST LINE OF SAID LOT 3, AT A DISTANCE OF 135.00 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 3, CONTINUING A TOTAL DISTANCE OF 300.00 FEET TO A No. 4 REBAR SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 28' 43" W A DISTANCE OF 290.98 FEET TO A No. 4 REBAR SET, FOR THE SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 15° 22' 23" E A DISTANCE OF 22.16 FEET TO A No. 4 REBAR SET, FOR THE SOUTHERNMOST NORTHWEST CORNER OF THIS TRACT;
4. THENCE, N 89° 28' 43" E A DISTANCE OF 112.18 FEET TO A No. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF E. OWASSA ROAD, FOR THE NORTHERNMOST CORNER OF THIS TRACT;
5. THENCE, S 81° 28' 43" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. OWASSA ROAD, AT A DISTANCE OF 19.83 FEET PASS THE NORTHWEST CORNER OF SAID LOT 1, CONTINUING A TOTAL DISTANCE OF 69.83 FEET TO A No. 4 REBAR SET ON THE NORTHEAST CORNER OF SAID LOT 1, FOR AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, S 53° 31' 04" W A DISTANCE OF 6.87 FEET TO A No. 4 REBAR SET, FOR AN INSIDE CORNER OF THIS TRACT;
7. THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF OWASSA ROAD, ALONG A CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 00° 57' 52", A RADIUS OF 1,232.00 FEET, AN ARC LENGTH OF 19.42 FEET, A TANGENT OF 9.71 FEET, AND A CHORD THAT BEARS S 84° 07' 52" E A DISTANCE OF 104.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.742 ACRES [75,897.136 SQUARE FEET] OF LAND, MORE OR LESS.

GENERAL NOTES:

1. FLOOD ZONE DESIGNATION: ZONE "B" AND ZONE "X" (SHADED)
   ZONE "B" IS DEFINED AS: AREAS BETWEEN THE LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER: 480347 0005 C; MAP REVISED: OCTOBER 16, 1982.
   ZONE "X" (SHADED) IS DEFINED AS: AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER: 480338 0030 E; MAP REVISED TO REFLECT LOMR: MAY 14, 2001.
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB OF ROAD MEASURED AT FRONT CENTER OF LOT.
3. MINIMUM BUILDING SETBACKS ARE AS PER CITY OF PHARR SETBACK ORDINANCE.
4. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT A VOLUME OF APPROXIMATELY 0.227 ACRE FEET AND A VOLUME OF APPROXIMATELY 9,878 C.F. WILL BE REQUIRED FOR THIS 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.
5. BENCHMARK #1:SET SQUARE CUT, NORTHING:16615360.084, EASTING:1091111.899, ELEVATION:103.51
   BENCHMARK #2: SET SQUARE CUT, NORTHING:16615365.752, EASTING:1091260.064, ELEVATION:104.89
6. NO STRUCTURES ALLOWED OVER ANY EASEMENT GRANTED BY THIS PLAT.
7. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS DISCHARGE POLLUTION DISCHARGE ELIMINATION SYSTEM (T.P.D.E.S.).
8. A 5' SIDEWALK WITH ADA COMPLIANT RAMPS AND LANDINGS WILL BE REQUIRED ALONG THE SOUTH SIDE OF E. OWASSA ROAD & 89C (N. CAGE BOULEVARD) AT SUBDIVISION CONSTRUCTION STAGE.
9. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
10. OWNER(S) TO MAINTAIN DETENTION/RETENTION AREA.
11. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
12. OWNERS TO MAINTAIN R.O.W.' AND PERIMETER OF SUBDIVISION.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE DEVELOPMENT PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
14. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLAN REVIEW PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT # 2

ON THIS THE _____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAY OR EASEMENTS UNLESS OTHERWISE AGREED TO BETWEEN OWNER AND HIDALGO COUNTY IRRIGATION DISTRICT #2.

PRESIDENT _____ ATTEST: _____
SECRETARY

APPROVED BY DRAINAGE DISTRICT:

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 DESIGNED 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

STATE OF TEXAS §
COUNTY OF TARRANT §

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "7-11 CAGE 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, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

VAQUERO CAGE PARTNERS, LP.
A TEXAS LIMITED PARTNERSHIP

_____ _____
VAQUERO VENTURES MANAGEMENT, LLC. DATE
GENERAL PARTNER
W.A. LANDRETH, MANAGER

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED W.A. LANDRETH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

DATED THIS THE _____ DAY OF _____, 20____

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No. 97421
STATE OF TEXAS

DATE PREPARED: 3-23-2020
ENGINEERING JOB No. 19144.00

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, ROBERTO M. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO, TEXAS.

DATED THIS THE _____ DAY OF _____, 20____

_____
ROBERTO M. TAMEZ, PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 05/01/18
SURVEYING JOB No. 18491.06
T-1976, PAGES: 50

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

APPROVED THIS THE _____ DAY OF _____, 20____

_____
DANNY WYLIE
CHAIRMAN, PLANNING & ZONING COMMISSION

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

_____ _____
AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

_____
ATTEST: CITY CLERK

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

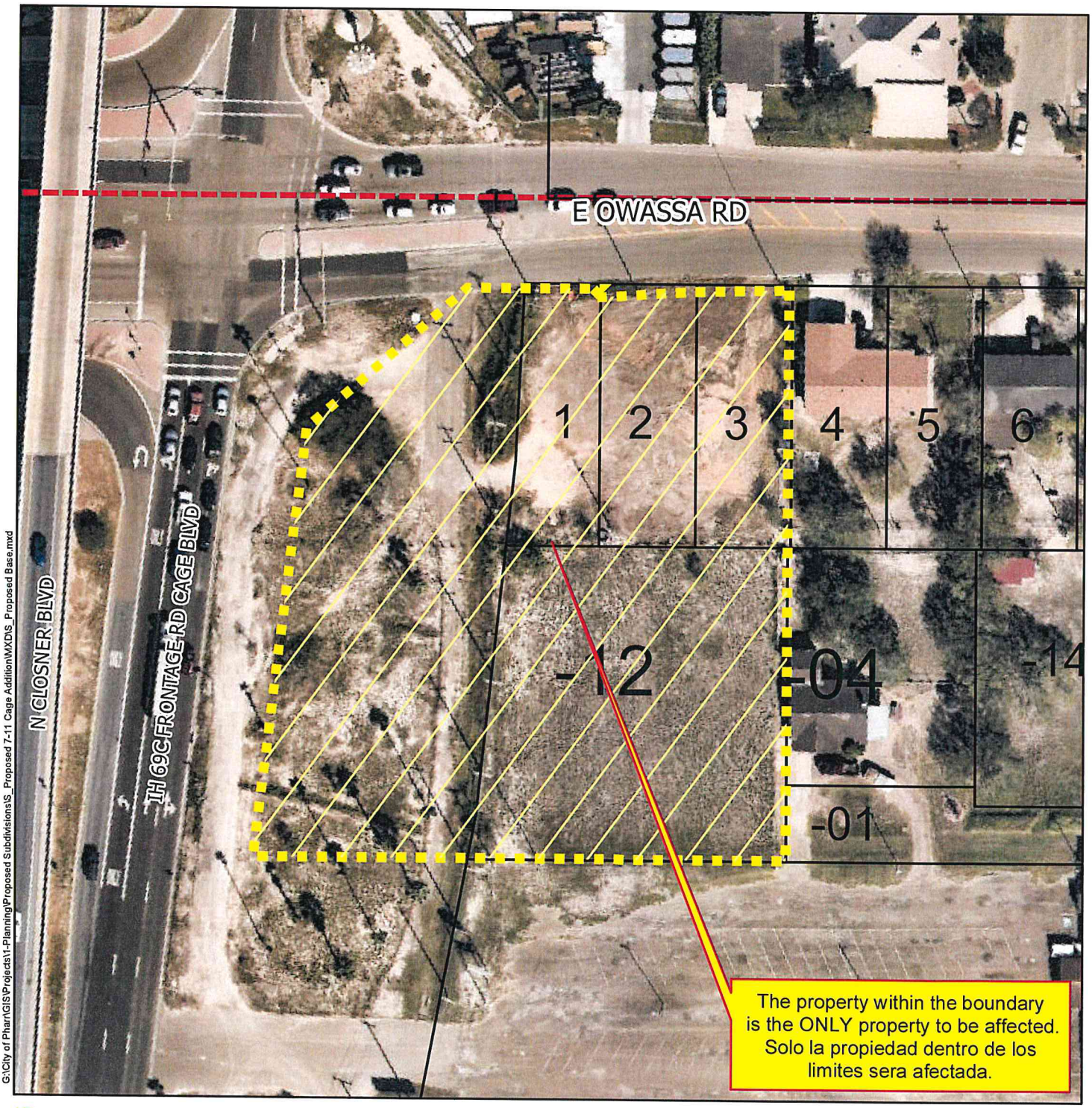
ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

Proposed Subdivision
7-11 Cage Addition
Melden & Hunt, Inc.

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\S_Proposed 7-11 Cage Addition\MXD\S_Proposed Base.mxd

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- 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 = 75 feet

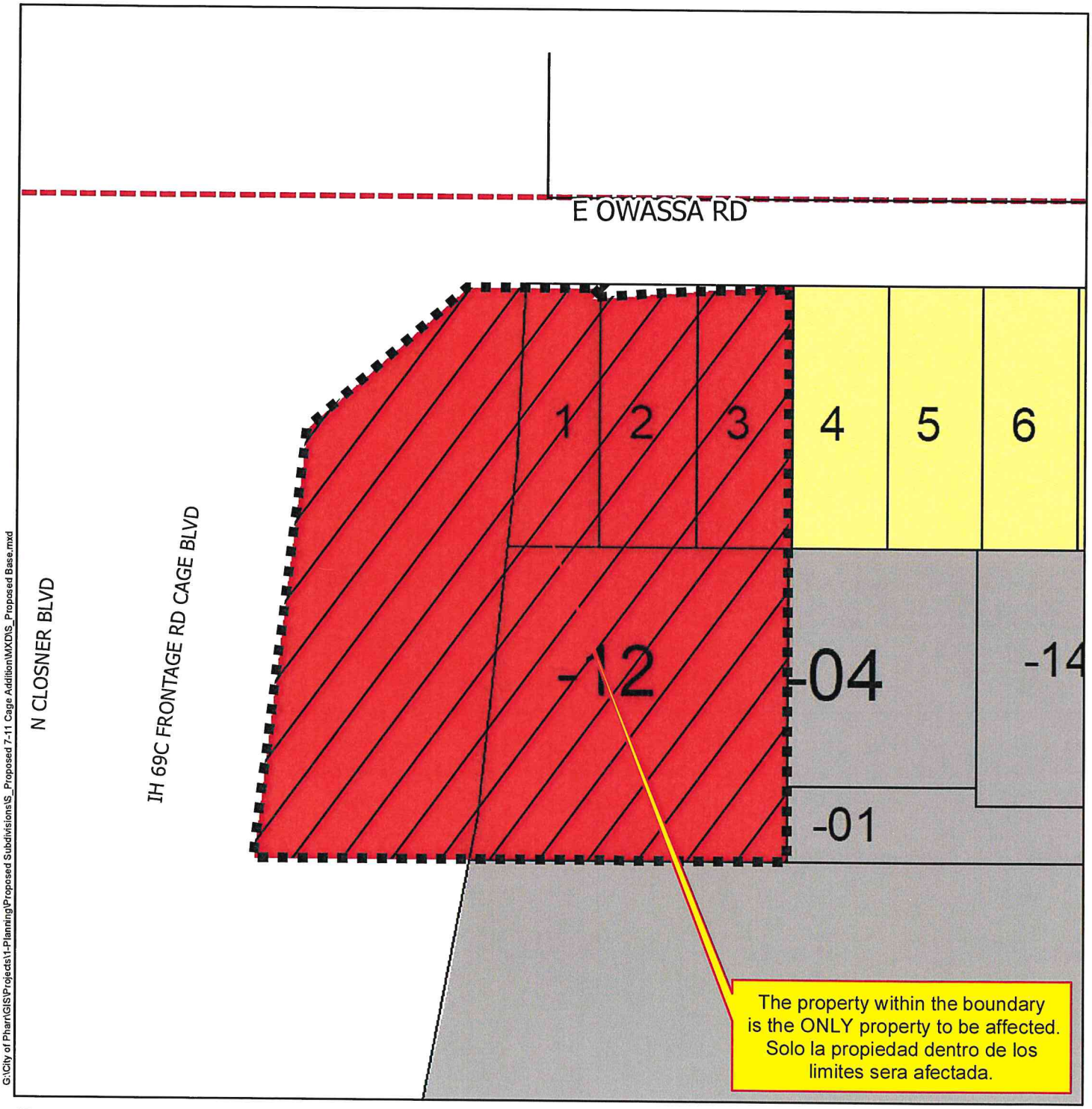
0 37.5 75 150 225 300 Feet

N W E S

Date: 4/7/2020

Proposed Subdivision
7-11 Cage Addition
Melden & Hunt, Inc.

Pharr Engineering



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Agricultural Open Space
Single Family
Single Family Small Lot
Residential Multi-Family
Residential Multi-Family High Density
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 = 75 feet

0 37.5 75 150 225 300 Feet

N W E S

Date: 4/7/2020

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Ordinance amending an ordinance authorizing and ordering the issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020; awarding the sale thereof; and containing matters incident thereto. ***(Adoption on 1st Reading)***

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

Issue: To Extend Bond Call Date of Series 2020 from 5 to 10 years

Fiscal Consideration: n/a

Staff Recommendation: To consider

Alternatives: To deny and keep 5 Year Call

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Karla Saavedra	Created/Initiated - 6/3/2021
Karla Saavedra	Approved - 6/3/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
City Management Office	New - 1/1/1900

ORDER AMENDING AN "ORDINANCE AUTHORIZING AND ORDERING THE ISSUANCE OF THE CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATS OF OBLIGATION, SERIES 2020; AWARDING THE SALE THEREOF; AND CONTAING MATTERS INCIDENT THERETO

WHEREAS, the City Commission (the "Commission") of the City of Pharr, Texas (the "City"), by Ordinance adopted on January 13, 2020 (the "Ordinance") authorizing the Issuance of the City of Pharr, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020; awarding the sale thereof; and containing matters incident thereto. Said Certificates of Obligation issued in the amount of $25,000,000.00 for the purpose of construction and equipment Natatorium and the purchase of necessary sites therefor, and

WHEREAS, the Prior Ordinance contains an incorrect Redemption Prior to Maturity of August 15, 2025; and

WHEREAS, the correct Redemption Prior to Maturity date should be August 15, 2030; and

WHEREAS, the Commission hereby desires to amend the Prior Ordinance to correct such inconsistency and error;

NOW, THEREFORE, BE IT ORDERED BY THE PHARR CITY COMMISSION THAT :

The following sections of the Prior Ordinance is hereby amended and restated as follows:

Section 2.4. Redemption Prior to Maturity.

(a) "The City Reserves the right, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2025 in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on August 15, 2024 or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.": is hereby deleted in its entirety and the following is substituted therein:

"The City Reserves the right, at its option, to redeem prior to maturity the Certificates maturing on or after August 15, 2030 in whole or in part, in principal installments of $5,000 or any integral multiple thereof, on August 15, 2029 or any date thereafter, at a price equal to the principal amount of the Certificates or portions thereof called for redemption plus accrued interest to the date of redemption.": is hereby deleted in its entirety and the following is substituted therein:

Section 5. Denominations; Interest Rates and Maturities.

2. Further Procedures. The Mayor of the Commission, and the City Manager of the City, and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, and are hereby authorized and directed to approve any technical changes or corrections to this Order or to any instruments necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and the Prior Ordinance.

Except as specifically amended herein, the Prior Ordinance remain in full force and effect in accordance with its terms.

3. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND APPROVED this __th day of June, 2021.

_____
Mayor

ATTEST:

_____
City Secretary

(SEAL)

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance creating an Office of Organizational and Strategic Excellence Department within the City of Pharr. ***(1st Reading)***

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

Issue: As part of our Baldrige journey, the integration of Lean practices, performance data and customer service focus need all to be under one umbrella; therefore proposing the creation of the Office of Organizational and Strategic Excellence Department.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval.

Alternatives: Board of Commissioners can elect not to create the new proposed department.

Exclude Material from Public Packet? No
Reason: Item does not need to be excluded.

ROUTING:

Anali Alanis	Created/Initiated - 6/3/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

ORDINANCE NO: O-2021-

AN ORDINANCE ESTABLISHING AN OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE DEPARTMENT; DUTIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED.

The Office of Organizational and Strategic Excellence shall be created pursuant to the City charter, municipal chain of authority and city employment policy. This Ordinance and provisions herewith shall be included in the Pharr Code of Ordinances. All acts occurring prior to the effective date of this Ordinance shall be ratified and adopted.

SECTION 2: AUTHORIZATION.

As matters related to departmental daily operations, the Office of Organizational and Strategic Excellence shall be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as allowed by law.

SECTION 3: CREATION AND DUTIES OF OFFICE OF ORGANIZATIONAL AND STRATEGIC EXCELLENCE.

(A) The Office of Organizational and Strategic Excellence is hereby created.

(B) The creation of the following positions is authorized:

1. An Office of Organizational and Strategic Excellence Director full time exempt position; and
2. Other positions may be authorized by the Board of Commissioners as the need arises.

(C) The department shall provide:

1. Guidance and support to all city departments for continuous improvement, in turn the city will transform the way it currently operates, will improve the city's ability towards reaching and maintaining our goals of continued excellence, process improvement and outstanding customer service.
2. Achieve measurable results by identifying and tracking key performance indicators, this will assist in identifying inefficiencies and capitalizing on opportunities for improvement.
3. Add value to the organization by properly aligning city resources to reach organizational excellence.

SECTION 4: CUMULATIVE.

This Ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this Ordinance is herewith repealed and this Ordinance shall supersede and provisions in conflict herewith; all other provisions of the above-described ordinance shall remain in full force and effect.

SECTION 5: SEVERABILITY CLAUSE.

Any and all ordinances in conflict with this ordinance are repealed. 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 6: EFFECTIVE DATE; PUBLICATION.

This Ordinance 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 following not less than two (2) readings of the ordinance in accordance with Texas Local Government Code Section 212.134(f), and also in caption form as allowed under Section 9 of the Pharr City Charter.
This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 7: **PROPER NOTICE AND MEETING.**

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Interlocal Agreement with the Lower Rio Grande Valley Development Council (LRGVDC) for the Implementation of a Regional Bikeshare Program.

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

Issue: Implementation of a Regional Bikeshare Program that will consist of installing one B-Cycle Docking Station, kiosk, and bicycles in the City of Pharr. The initial cost to the City will be $45,858 of which TXDOT will reimburse $21,750 for a net cost to the City of Pharr of $24,108

Fiscal Consideration: City of Pharr Initial Cost $45,858
TXDOT Reimbursement: ($21,750)
Net Cost to City of Pharr $24,108

Staff Recommendation: Staff recommends approval executing an Interlocal Agreement with the Lower Rio Grande Valley Development Council (LRGVDC) for the Implementation of a Regional Bikeshare Program.

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/2/2021
Omar Anzaldua	Approved - 6/2/2021
Ignacio Amezcua	Approved - 6/2/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
City Management Office	New - 1/1/1900

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR, TEXAS AND THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL REGARDING IMPLEMENTATION OF A REGIONAL BIKESHARE PROGRAM

This Interlocal Agreement (the "Agreement") is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL ("LRGVDC"), a regional council of government and political subdivision of the State and the City of PHARR, Texas, ("City"), a home rule municipality, regarding the implementation of a regional bikeshare program under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The City and the LRGVDC are collectively referred to herein as the "Parties" and are each a "Party".

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the LRGVDC applied for a grant through the Texas Department of Transportation (RGV BikeShare (0921-02-429)) to support the creation of the regional bikeshare program and which the LRGVDC shall execute interlocal agreements between itself and its member local governments and/or jurisdictions relating to the planning, development, operation, and provisional use of RGV BCycle equipment, funding, and adherence to applicable laws; and,

WHEREAS, bikeshare systems have been expanding across the State and serve as an alternative mode of public transportation; and,

WHEREAS, the bikeshare systems provide a range of economic, environmental, health and safety, and mobility benefits to communities, including but not limited to: business recruitment and retention, reduced greenhouse gas emissions and improved air quality, reduced single occupant vehicle use through first mile and last mile connections of public transportation, and improved health and wellness; and,

WHEREAS, the LRGVDC and the City have identified capital equipment available for the development, implementation, and operation of a bikeshare program which the Parties, including other area municipalities, demonstrate interest in partnering to pursue; and,

WHEREAS, the Lower Rio Grande Valley Development Council was awarded a grant through the Rio Grande Valley Metropolitan Planning Organization and the Texas Department of Transportation to develop a transportation alternatives program through regional bikeshare within Hidalgo County with the goal of creating a seamless, mobility option to provide support to public transportation in the Rio Grande Valley; and,

DRAFT

WHEREAS, the Parties desire to jointly pursue a regional bikeshare program, whereby the LRGVDC and City will provide support for the program and the LRGVDC will administer such program; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Findings

1.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

A. Serve as the administrator and project manager of the RGV Bikeshare Program including planning, development, and implementation of a regional program;

B. Adhere to the rules and regulations as determined by the Federal Highways Administration and the Texas Department of Transportation in relation to management of this program;

C. Develop and manage a sustainable funding mechanism to support the sustainability of the RGV Bikeshare Program;

D. Procure an engineering, design, and environmental firm to develop the BCycle Station sites;

E. Create a foundation for collaboration which incorporates cities, governmental agencies, and fosters public-private partnerships;

F. Conduct routine maintenance to the B-Cycle docking stations, bicycles, and kiosks and ensure the systems are in good working order;

G. Coordinate the purchase, shipment, and installation of the docking stations, kiosks, and bicycles;

H. Consult with B-Cycle LLC for system and account errors, and other events;

I. Enter into and manage contracts for the bikes and related software/equipment;

DRAFT

J. Encourage and promote the RGV BCycle Bikeshare Program at outreach and community events;

K. Work directly with RGV Bikeshare Program partners and monitor, manage, and report all criteria in accord with the requirements of Texas Department of Transportation (TxDOT) and other funders;

L. Evaluate the success of this project utilizing the performance measures:
   1. Total trips;
   2. Station Checkout;
   3. Total Miles;
   4. Station Checkout Time;
   5. Average Calories Burned;
   6. New Users;
   7. Total Member Usage;
   8. Fare Revenue; and
   9. Rider Feedback

M. Provide updates to the Rio Grande Valley Metropolitan Planning Organization and to the LRGVDC Board of Directors;

N. Determine the following rates for B-Cycle Memberships, which are subject to change as needed to support the RGV Bikeshare Program. Adjustments to the cost of membership will be approved through the LRGVDC Board of Directors.

Cost	Pass Type
$2	1-Hour Pass
$6	24-Hour Pass
$15	Weekly Pass
$30	Monthly Pass
$65	Annual Pass

O. Gather community input by interviewing participants and taking surveys on customer satisfaction, trip origin and destination, customer complaints and personal cost effectiveness (personal vehicles or walking versus bikeshare). The information obtained will be used to study the project's value to the community and make any possible modifications if warranted.

2.2 City will:

A. Contribute a cash match contribution for the initial total cost of a bikeshare station package. This includes the shipping and installation of the bikeshare docking station and kiosk by certified BCycle LLC staff, insurance costs, advertisement, and includes the cost of an RGV BCycle "Unit" which is described as a single docking bikeshare station with kiosk (9 to 11 bike capacity) and four bicycles. This further includes any unforeseen costs

DRAFT

as determined by the requirements set forth by TxDOT and FHWA to adhere to the rules and regulations of the TASA funding program;

B. Support the sustainability of the RGV BCycle Bikeshare Program by contributing an annual cash match based on the funding mechanism specific to the success of the program;

C. Coordinate and provide funding for the completion and certifications of an engineering, design, and environmental assessment or categorical exclusion for each bikeshare station site within the City which adheres to the regulations as determined by the Federal Transit Administration and the Federal Highway Administration and satisfies the requirements of the Texas Department of Transportation;

D. Direct the public to contact the LRGVDC Regional Bikeshare Coordinator for troubleshooting basic account issues, bicycle access, refunds, complaints, and general inquiry;

E. Determine a City staff member who will act as the Point of Contact on behalf of the City in collaborating with the LRGVDC Regional Bikeshare Coordinator;

F. Will have a voting membership seat within the bikeshare governing advisory committee;

G. Allow for each bike sharing docking station, kiosk, and bicycles to include the display of advertisements which benefit the overall regional bikeshare program;

H. Limit competing or outside bikeshare companies to operate within City limits so as not to impede the overall programming of a seamless bikeshare network in the region. Other forms of micro-mobility such as scooters and mopeds should be coordinated with the Regional Bikeshare Coordinator;

I. Provide support services to the overall RGV BCycle program which includes, but is not limited to the promotion of a regional bikeshare program for the Rio Grande Valley region (RGV B-Cycle);

J. Participate in joint planning between the LRGVDC and RGV BCycle Partners for the purposes of:

    a. Facilitating an increase in access to transit by providing a low-cost option for commuters;
    b. Provide a low-cost transportation alternative which complements the efforts of the transit providers in the Rio Grande Valley, including Valley Metro;
    c. Contribute a reduction in vehicle trips and traffic;
    d. Encourage new bicycle users;
    e. Emphasize the importance of active living and healthy lifestyles;
    f. Promote commerce in the Rio Grande Valley region by enhancing access to economic drivers;

DRAFT

K. Provide routine landscaping for the area surrounding bikeshare docking stations ensuring the visibility of the stations is maintained and area is kept free from trash and debris;

L. Provide electricity connections and utility support for bikeshare kiosks;

M. Allow the use of City rights-of-way, bike lanes, and other roadway areas designated for bike use;

N. In the event a relocation of bikeshare stations is requested, approval must be obtained through LRGVDC appointed staff to ensure all logistical requirements are met.

III. Binding Effect; Benefiting Parties

3.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

3.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

IV. Governmental Functions; Liability; No Waiver of Immunity or Defenses

4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the CITY shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

4.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

4.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the LRGVDC shall be held legally

DRAFT

liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

4.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

V. Notices

5.1 All correspondence and communications concerning this Agreement shall be directed to:

LRGVDC: Manuel Cruz, Executive Director
301 W. Railroad Street
Weslaco, TX 78596

CITY: Dr. Ambrosio Hernandez, Mayor
PO Box 1729,
PHARR, TX 78577

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VI. Severability

6.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the City and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

8.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, venue shall be in Hidalgo County, Texas.

DRAFT

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will auto renew by the parties to this agreement with adjustments made to the cash-match contributions as agreed to among the parties, unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties. Amendments to this agreement will include the purchase of additional stations, bicycles, and other equipment with a significant impact to the program.

9.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

X. Current Revenues

10.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

XI. General Terms

11.1 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11.2 **Effective Date.** The Effective Date of this Agreement shall be the date last executed by a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

LRGVDC

By: _____

Date: _____

APPROVED AS TO FORM

_____
Legal Counsel

CITY OF PHARR

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary

APPROVED AS TO FORM

_____
City Attorney, City of PHARR

DRAFT

EXHIBIT A

LRGVDC Point of Contact: Regional Bikeshare Coordinator – RGV BCycle
301 W Railroad Ave. / Weslaco, TX 78596

City of PHARR Point of Contact: _____

_____

_____

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.
DATE SUBMITTED: May 19, 2021
MEETING DATE: June 7, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the U.S. Department of Justice Office of Community Oriented Policing Services for the FY21 COPS Office Hiring Program.

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

Issue: The COPS Hiring Program is a U.S. Department of Justice / Office of Community Oriented Policing Services program that allocates monies for the hiring and retention of police officers for local city governments. The Pharr Police Department seeks approval to apply for ten (10) additional police officers, under this program. The Pharr Police Department seeks to implement and deploy officers with Community Policing Strategies in mind focusing on crisis intervention and improving the interaction with persons in crisis. The total project cost for the ten (10) additional officers for three years is $1,973,497.56 with a matching share of $496,374.39 by the City of Pharr.

Fiscal Consideration: Approve this request

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request

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

ROUTING:

Joel Robles	Created/Initiated - 5/19/2021
Andrew Harvey	Approved - 6/4/2021
Anali Alanis	New - 1/1/1900
Karla Saavedra	
Patricia Rigney	
City Management Office	

RESOLUTION NO. R-2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PHARR AUTHORIZING THE SUBMISSION OF THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF COMMUN ORIENTED POLICING SERVICES FY 21 COPS OFFICE HIRING PROGRAM SOLICITATION

(CFDA) Number 16.710

WHEREAS, the City of Pharr Police Department will hire or rehire ten (10) additional career law enforcement officers to create and preserve jobs and increase community policing capacity and crime prevention efforts; and

WHEREAS, the total project cost for the ten additional officers for three years is **$1,973,497.56** and the (Cops Hiring Program "CHP" Federal share $1,480,123.17) (City of Pharr local matching share $496,374.39), and

WHEREAS, CHP funds will provide up to 75 percent funding of the approved entry-level salaries and fringe benefits of newly-hired or rehired full-time officers for a 36-month grant period, with a minimum of 25 percent local cash match requirement and a maximum federal share of $125,000 per officer position; and

WHEREAS, under CHP, the retention requirement establishes that grant recipients must plan to retain each officer position awarded for at least one year (12 months) following the conclusion of three years (36 months) of federal funding for that position; and

WHEREAS, if the Pharr Police Department hires or rehires at least one (1) military veteran, the City will receive additional consideration for CHP funding; and

WHEREAS, City of Pharr will also receive additional consideration if the community policing program covers Police-based Response to Persons in Crisis; and

WHEREAS, Pharr Police Department will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis; and

WHEREAS, the Pharr Police Department will consider other Pharr Police Department innovations in Community Policing strategies that are new or promising approaches in advancing the mission of COPS Hiring Program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves Resolution No. R-2021-___, authorizing the submission of the 2021 COPS Hiring Grant Program application to the United States Department of Justice Office of Community Policing Services.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager or designee, the Chief of Police, to execute the contract agreement and all other documents required by the Department of Justice on behalf of the City of Pharr in the event that the grant is awarded.

Grant Number: 13366393

CITY OF PHARR:

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 7th day of June, 2021, ad.

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the 7th day of June, 2021, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.
DATE SUBMITTED: May 14, 2021
MEETING DATE: June 7, 2021

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Parks and Recreation Advisory Board.

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

Issue: The following current Parks and Recreation Advisory Board Members term expired June 5, 2021. Staff has made contact with them and they wish to continue serving and have their terms renewed:
Alma Caso
Ben Cantu
Aaron Garza

Eduardo Mata has advised he would not be able to continue serving. Therefore, appointment of new board member is needed at this time.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends reappointment of Alma Caso, Ben Cantu and Aaron Garza ; staff recommends new appointment of Rudy Beltran.

Alternatives: N/A

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

ROUTING:

Elva Guajardo	Created/Initiated - 5/14/2021
Sergio Alanis	Approved - 6/3/2021
City Management Office	New - 1/1/1900

STATE OF TEXAS **{ }**

COUNTY OF HIDALGO **{ }** **R E S O L U T I O N**
NO: R-2021-____

CITY OF PHARR **{ }**

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee composed of nine members who shall be residents of the City of Pharr and serve a term of two years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Alma Caso, Hector Treviño, Aaron Garza and Eduardo Mata expired on June 5, 2021; and

WHEREAS, appointment/re-appointment of four (4) members need to be made at this time; and such Board members shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr

NAME:	**LENGTH OF TERM**
1.	2-Year Term (to expire on 6/5/23)
2.	2-Year Term (to expire on 6/5/23)
3.	2-Year Term (to expire on 6/5/23)
4.	2-Year Term (to expire on 6/5/23)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 7th day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.
DATE SUBMITTED: May 18, 2021
MEETING DATE: June 7, 2021

FROM: Cindy Bernal, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Keep Pharr Beautiful Committee Board.

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

Issue: The following Keep Pharr Beautiful Committee Board Members terms expired on June 5, 2021. Staff has made contact with them and they wish to continue serving and have their terms renewed.
Richard Carranza
Romeo Robles Jr.
Frank Santana
Olivia Ramirez

Fiscal Consideration: N/A

Staff Recommendation: City commission approve reappointment of current board members.

Alternatives: N/A

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

ROUTING:

Cindy Bernal	Created/Initiated - 5/18/2021
Sergio Alanis	Approved - 6/3/2021
Hilda Pedraza	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
City Management Office	New - 1/1/1900

STATE OF TEXAS **{ }**

COUNTY OF HIDALGO **{ }** **R E S O L U T I O N**
NO: R-2021-____

CITY OF PHARR **{ }**

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Keep Pharr Beautiful Committee composed of five members who shall be residents of the City of Pharr and serve a term of two years. Any member of the Committee may be reappointed by the City Commission upon completion of a full term.

WHEREAS, the terms of Ricardo Carranza, Frank Santana, Olivia Ramirez, and Romero Robles Jr. expired on June 5, 2021; and

WHEREAS, appointment/re-appointment of four (4) members need to be made at this time; and such Board members shall perform duties as may be prescribed by ordinance or state law.

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

The following persons are hereby appointed as members of the Keep Pharr Beautiful Committee of the City of Pharr

NAME:	**LENGTH OF TERM**
1.	2-Year Term (to expire on 6/5/23)
2.	2-Year Term (to expire on 6/5/23)
3.	2-Year Term (to expire on 6/5/23)
4.	2-Year Term (to expire on 6/5/23)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR on this the 7th day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.
DATE SUBMITTED: May 28, 2021
MEETING DATE: June 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Resolution appointing two (2) members to the Tierra Del Sol Golf Course.

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

Issue: Artemio Palacios (unexpired term ending 02/17/23) and Juan Willingham (unexpired term ending 01/23/23) have resigned as members of the Tierra del Sol Golf Course. Therefore, appointment of two members is needed for the remainder of the unexpired terms.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointment of David Pena.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/28/2021
Patricia Rigney	Approved - 5/28/2021
City Management Office	New - 1/1/1900

THE STATE OF TEXAS §

R E S O L U T I O N

COUNTY OF HIDALGO § **NO. R-2021-___**

CITY OF PHARR §

WHEREAS, Ordinance No. O-99-23 created the Tierra Del Sol Golf Club Advisory Board for the City of Pharr Municipal Golf Course;

WHEREAS, Ordinance No. O-2015-51 amended Ordinance No. O-2006-36 decreasing members from nine to seven members whose terms of service are two years and three years; and

WHEREAS, two vacancies on the Tierra Del Sol Golf Club Advisory Board have occurred as a result of Artemio Palacios and Juan Willingham resignations; and

WHEREAS appointment of two (2) member is needed for the reminder of the unexpired terms; and such members shall perform duties as may be prescribed by ordinance or state law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, THAT the following persons are hereby appointed as members of the Tierra Del Sol Golf Club Advisory Board.

NAME:	LENGTH OF TERM:
1. _____	3-Year term (unexpired ending 02/17/23)
2. _____	2-Year term (unexpired ending 01/23/23)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing two (2) members to the Pharr Memorial Library Advisory Board.

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

Issue: The terms of two (2) members of the regular Library Advisory Board have expired. Anita Vela and Mary Q. Gonzalez have expressed interest in serving another term in the Library Advisory Board.

Fiscal Consideration: None

Staff Recommendation: Staff recommends reappointment of Anita Vela and Mary Q. Gonzales to the Library Advisory Board.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Adolfo Garcia	Created/Initiated - 6/3/2021
Hilda Pedraza	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
City Management Office	New - 1/1/1900

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

R E S O L U T I O N
NO: R-2021-_

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007, by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, the terms of Anita Vela and Mary Q. Gonzalez expired on June 3, 2021; and

WHEREAS, appointment/re-appointment of two (2) members is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following residents of the city of Pharr are hereby appointed.

NAME:	**LENGTH OF TERM:**
1. _____	2 –Year term (to expire 06/03/23)
2. _____	2 –Year term (to expire 06/03/23)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th day of June, 2021.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.I.
DATE SUBMITTED: May 19, 2021
MEETING DATE: June 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

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

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

Issue: The terms of the following members expired on June 5, 2021. Appointment/re-appointment is needed at this time.
Mayor Ambrosio Hernandez, Chairperson
Comm. Eleazar Guajardo, Vice-Chairperson
Comm. Ricardo Medina, Board Member
Comm. Daniel Chavez, Board Member

Fiscal Consideration: No fiscal consideration.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/19/2021
Patricia Rigney	Approved - 5/20/2021
City Management Office	New - 1/1/1900

RESOLUTION NO. R-2021-__

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

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

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

WHEREAS, the terms of Ambrosio Hernandez, Eleazar Guajardo, and Ricardo Medina, and Daniel Chavez expired on June 5, 2021; and

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

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

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

PASSED AND APPROVED THIS 7th DAY OF JUNE 2021, BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.J.
DATE SUBMITTED: May 19, 2021
MEETING DATE: June 7, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

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

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

Issue: The terms of the following members expired on June 5, 2021. Appointment/re-appointment is needed at this time.

Mayor Ambrosio Hernandez, Chairperson
Comm. Eleazar Guajardo, Vice-Chairperson
Comm. Ricardo medina, Board Member
Comm. Daniel Chavez, Board Member

Fiscal Consideration: No fiscal consideration.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

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

ROUTING:

Hilda Pedraza	Created/Initiated - 5/19/2021
Patricia Rigney	Approved - 5/20/2021
City Management Office	New - 1/1/1900

RESOLUTION NO. R-2021-__

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

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

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

WHEREAS, the terms of Ambrosio Hernandez, Eleazar Guajardo, and Ricardo Medina expired on June 5, 2019; and

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

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

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

PASSED AND APPROVED THIS 7th DAY OF JUNE 2021, 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 #: 8.A.
DATE SUBMITTED: June 1, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Changer Order No. 1 for the City of Pharr International Bridge Facility Expansion and Renovations Project Ph II.

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

Issue: Additional scope requested by the City of Pharr. (Project #1920-70-510-C009-775)

Fiscal Consideration: Original Contract $598,000
Change Order No. 1 $58,562
Total $656,562

Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of $58,562 for the City of Pharr International Bridge Facility Expansion and Renovations Project Ph II

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/1/2021
Omar Anzaldua	Approved - 6/1/2021
Ignacio Amezcua	Approved - 6/1/2021
Patricia Rigney	Approved - 6/1/2021
Karla Saavedra	Approved - 6/3/2021
City Management Office	New - 1/1/1900

Pharr Engineering

CHANGE ORDER

Contractor: Jimenez Engineering Solutions dba International Consulting Engineers Change Order No.: 1

Project: City of Pharr International Bridge Facility Expansion and Renovations Phase II
Project # 1920-70-510-C009-775

Date: 5/26/2021

Notice to Proceed Date: 2/15/2021

Change Order Amount: $ 58,562.00

You are directed to make the following changes in the Contract Documents:
See Attached Addition Scope of Work

Reason for Change Order:
Additional scope added by City of Pharr.

	Contract Price		Contract Time(Calendar Days)	
Original Contract:	$	598,000.00	Original Completion Date:	6/15/21
Previous Change Order: (+/-)	$	-	Additional Days:	35
This Change Order: (+/-)	$	58,562.00	Revised Completion Date:	7/20/21
Revised Contract Amount:	$	656,562.00		

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

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

Accepted:
Hugo P. Gonzalez Jr., Principal
Contractor

Hugo P. Gonzalez
Authorized Signature

5/26/2021
Date

Recommended:
Laura N. Warren, AIA
Architect

Authorized Signature

5-26-2021
Date

Omar Anzaldua Jr., PE, CFM, PMP, CCM
City Engineer

Authorized Signature

Date

Approved:
Ed Wylie
Interim City Manager

Authorized Signature

Date

INTERNATIONAL CONSULTING ENGINEERS
www.icengineers.net

City of Pharr Bridge Facility Expansion Phase 2
Change Proposal
April 14, 2021
Revised 05/26/21

Project No. 1920-70-510-C009-775

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Remove Existing Culvert (RFI #1)	LS	30	$ 10.00	$ 300.00
2	New 18" RC Pipe Culvert (RFI #1)	LF	40	$ 45.00	$ 1,800.00
3	Concrete Rip-Rap/Apron for Driveway Culvet (RFI #1)	EA	2	$ 750.00	$ 1,500.00
4	12" PVC To Interconnect Ponds (RFI #3)	LF	60	$ 32.00	$ 1,920.00
5	Concrete Rip-Rap 12" PVC (RFI #3)	EA	2	$ 1,200.00	$ 2,400.00
6	Retaining Wall Extension(RFI #5)	LS	1	$ 15,500.00	$ 15,500.00
7	Foundation for New Dumpster Requested by City	Ea	1	$ 9,000.00	$ 9,000.00
8	Block and Gate for Dumpster Requested by City	Ea	1	$ 4,025.00	$ 4,025.00
9	6" Pipe Bollards for New Dumpster (Concrete Filled and Painted)	Ea	5	$ 750.00	$ 3,750.00
10	New Paneling and Painting around Canopy Lights (RFI #7)	LS	1	$ 4,375.00	$ 4,375.00
11	Valley Gutter (RFI #4)	LF	120	$ 50.00	$ 6,000.00
12	Additonal Height on 3 Flag Poles	LS	1	$ 5,760.00	$ 5,760.00
13	Flooring E119/E110	LS	1	$ 2,232.00	$ 2,232.00
			Change Order Sub-Total		**$ 58,562.00**

Notes:

1 Additional construciton time of 21 Calendar Days being requested for Added Scope.

2 Additional 14 days requested for Winter Storm Delays & Rain Days (2/15 -2/21 & 5/11 - 5/13, 5/15, 5/17, 5/19, 5/20) .

Retaining Wall Breakdown

Item	Description	Units	Quantity	Unit Cost	Total Cost
6A	Excavate for Retaining Wall	CY	36	$ 20.00	$ 720.00
6B	Compact Backfill for Retaining Wall	CY	31	$ 25.00	$ 775.00
6C	Forms	LS	1	$ 1,815.00	$ 1,815.00
6D	Concrete & Rebar Material	CY	8	$ 180.00	$ 1,440.00
6E	Concrete Labor	LS	1	$ 10,750.00	$ 10,750.00
					$ -
			Retaining Wall Sub-Total		**$ 15,500.00**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Change Order No. 1 for the Northbound Lanes and 2nd BSIF Exit Project.

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

Issue: Addition Scope of Work due to unforeseen conditions which include the following:

1. Change Proposal #1 - $24,625.00 - Installation of cast-in-place concrete conflict manhole and steel casing.
2. Change Proposal #3 - $4,372.00 - Application of primer and paint of exposed existing steel columns located at the secondary inspection building.
3. Change Proposal #4 - $19,140.23 - Water and Sewer services for the 2nd BSIF Exit inspection booths.

Fiscal Consideration: Original Contract: $7,946,724.38
Change Order No. 1 $48,137.23
Revised Contract Amount: $7,994,861.61

Staff Recommendation: Staff recommends approval of Change Order No. 1 in the amount of $48,137.23 for the Northbound Lanes & 2nd BSIF Exit Project.

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/3/2021
Omar Anzaldua	Approved - 6/3/2021
Ignacio Amezcua	Approved - 6/4/2021
Patricia Rigney	Approved - 6/4/2021
Karla Saavedra	New - 1/1/1900
City Management Office	

Pharr Engineering

CHANGE ORDER

Contractor: International Consulting Engineers (ICE)

Change Order No.: 1

Project: Northbound Lanes Expansion & 2nd BSIF Exit

Date: 6/2/2021

CSJ 0921-02-0385 & CSJ 0921-02-383

Notice to Proceed Date: 8-Sep-20

Change Order Amount: $48,137.23

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

1. Change Proposal #1 - $24,625.00 - Installation of cast-in-place concrete conflict manhole and steel casing.

2. Change Proposal #3 - $4,372.00 - Application of primer and paint of exposed existing steel columns located at the secondary inspection building.

3. Change Proposal #4 - $19,140.23 - Water and Sewer services for the 2nd BSIF Exit inspection booths.

Reason for Change Order:

1. Change Proposal #1 (Unforeseen Condition) - A Magic Valley Electric Coop (MVEC) underground 4" electrical conduit was discovered while excavating for a proposed 36" storm drain line. The electrical conduit was not shown in the plans. After discussions with TEDSI (Engineer of Record) and MVEC's recommendations, a cast-in-place concrete conflict manhole and steel casing installation was required to resolve the conflict. All stakeholders, including GSA and CBP have signed off on the new design.

2. Change Proposal #3 (Owner Requested Change) - As per a CBP request, application of primer paint for existing steel columns at the secondary inspection building is needed due to visible deterioration. The steel columns will now be exposed as per the design.

3. Change Proposal #4 - Water and sanitary sewer services for the proposed inspection booths located at the 2nd BSIF Exit were not shown in the original drawings. New water and sewer layout was provided by TEDSI and approved by the City of Pharr.

	Contract Price		**Contract Time (Calendar Days)**	
Original Contract:	$	7,946,724.38	Original Completion Date:	7-Mar-22
Previous Change Order: (+/-)	$	-	Additional Days:	26
This Change Order: (+/-)	$	48,137.23	Revised Completion Date:	2-Apr-22
Revised Contract Amount:	$	7,994,861.61		

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

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

Accepted:

Contractor | Authorized Signature | Date

Recommended:

Carlos Del Angel, PMP

Project Engineer/Architect/Manager | Authorized Signature | Date

Omar Anzaldua Jr., PE, CFM, PMP, CCM

City Engineer | Authorized Signature | Date

Approved:

Ed Wylie

Interim City Manager | Authorized Signature | Date

INTERNATIONAL CONSULTING ENGINEERS
www.icengineers.net

City of Pharr
Northbound Lane Expansion 2nd BSIF Exit
Change Proposal #1 - Rev. 1
Conflict Junction Box (Cast In Place)

Prepared: April 27, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. Northbound Lane Expansion & 2nd BSIF Exit:								
1.1. Conflict Junction Box (Cast In Place)								
A.	Structural Excavation *	35	CY	$ 25.00	$ 875.00	$ -	$ -	$ 875.00
B.	Cast in Place Junction Box	1	Ea	$ 4,680.00	$ 4,680.00	$ 8,100.00	$ 2,220.00	$ 15,000.00
C.	Steel Casing	1	Ea	$ 2,090.00	$ 2,090.00	$ 1,410.00	$ 1,500.00	$ 5,000.00
D.	Cement Stabilized Backfill *	25	CY	$ 150.00	$ 3,750.00	$ -	$ -	$ 3,750.00
							Sub-Total 1.1. Conflict Junction Box (Cast In Place)	$ 24,625.00
Grand Total								$ 24,625.00

Notes:
A. Overhead and Supervision included in each task.
B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.
C. Additional Days requested: 21 days.
* Unit Price as per Contract

REVIEWED
by Carlos Del Angel
04/28/2021 2:48:06

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	**Structural Excavation**				
1.1.1.	Structural Excavation (Unit Cost set in Contract)	CY	35.00	$ 25.00	$ 875.00
				Total Structural Excavation:	**$ 875.00**
2	**Cast in Place Junction Box**				
2.1.1.	5,000 PSI Concrete	CY	7.00	$ 180.00	$ 1,260.00
2.1.2.	2.1.2. Reinforced Steel	TON	0.50	$ 3,000.00	$ 1,500.00
2.1.3.	2.1.3. Forms	SF	415.00	$ 2.00	$ 830.00
2.1.4.	2.1.4. Miscellaneous	LS	1.00	$ 1,090.00	$ 1,090.00
2.2.1	Labor	HR	120.00	$ 35.00	$ 4,200.00
2.2.2.	Concrete Finisher	HR	80.00	$ 42.00	$ 3,360.00
2.2.3.	Equipment Operator	HR	12.00	$ 45.00	$ 540.00
2.3.1.	Excavator	HR	2.00	$ 180.00	$ 360.00
2.3.2.	Front End Loader	HR	2.00	$ 150.00	$ 300.00
2.3.3.	Backhoe	HR	8.00	$ 140.00	$ 1,120.00
2.3.4.	Hand Tools	HR	22.00	$ 20.00	$ 440.00
				Total Cast in Place Junction Box:	**$ 15,000.00**
3	**12" Steel Casing**				
3.1.1	12" Steel Tube	LF	14.00	$ 120.00	$ 1,680.00
3.1.2.	Miscellaneous (Oxigen, Welding Rods, Etc.)	LS	1.00	$ 410.00	$ 410.00
3.2.1	Labor	HR	12.00	$ 35.00	$ 420.00
3.2.2.	Welder	HR	10.00	$ 90.00	$ 900.00
3.2.3.	Equipment Operator	HR	2.00	$ 45.00	$ 90.00
3.3.1.	Welding Machine	HR	10.00	$ 110.00	$ 1,100.00
3.3.2.	Excavator	HR	2.00	$ 180.00	$ 360.00
3.3.3.	Hand Tools	HR	2.00	$ 20.00	$ 40.00
				Total 12" Steel Casing:	**$ 5,000.00**
4	**Cement Stabilized Backfill**				
4.1.1.	Cement Stabilized Backfill (Unit Cost set in Contract)	CY	25.00	$ 150.00	$ 3,750.00
				Total Cement Stabilized Backfill:	**$ 3,750.00**

5000 West Military, Ste 100
McAllen, Texas 78503
(956) 664-0286
Fax (956) 664-0282

REQUEST FOR INFORMATION

To:	Eric Dietrich, Tedsi Infrastructure Group	**Date:**	01-12-2021
From:	Halff Associates, Inc.	**AVO:**	032928.006 **RFI No.:** 006
Email:	jaime.rodriguez@halff.com	**Project:**	Northbound Lane Expansion & 2nd BSIF
Subject:	RFI 006 – Underground Primary Electrical Line to VACIS Transformer		

☐ **Letter Dated:** _____ ☒ **E-Mail Dated**: **01-14-2021**

☐ **Phone Call Dated:** _____ ☐ **Fax Dated:** _____

This confirms and records a request for information. Unless notified in writing within three days of date noted above, it is agreed that a response generated from the request shall be provided to this office within five days.

REQUEST:

At a time of installing 36" RCP we found a 2 - 4" Underground Primary Electrical Line Conduits (See attached picture), not shown on plans, that feeds a Transformer at VACIS Building.

SUGGESTION:
Install a conflict manhole and Encase Electrical Lines.

ANSWER:

The proposed suggestion is adequate. The contractor shall refer to ELECTRICAL GENERAL NOTES on sheet 602, for additional information. Refer to ELECTRICAL DEMOLITION NOTES, note O which states "IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ALL UTILITIES AND MAKE REPAIRS, AT HIS/HER COST, IF THESE ARE DAMAGED." Contractor shall submit details on the solution to be reviewed. Contractor shall coordinate with the electrical utility company and obtain approval for the solution.

Answered By: Jaime Rodriguez

Copies: ☒ File ☐ Architect ☐ Owner ☐ Other:

Attachments: Original RFI Form

INTERNATIONAL CONSULTING ENGINEERS

RFI # 006

To: Eric Dietrich
Tedsi Infrastructure Group
1201 E Expressway 83
Mission, Tx 78572

RFI #: 006
Date: 1/07/2021
Job: Northbound Lane Expansion & 2nd BSIF
Contract No. CSJ # 0921-02-385
CSJ # 0921-02-383

Subject: Underground Primary Electrical Line to VACIS Transformer
Sheet: 54
Spec. Section: N/A
Cost Impact: TBD

Schedule Impact: To be Determined.

Date Required: ASAP

At a time of installing 36" RCP we found a 2 - 4" Underground Primary Electrical Line Conduits (See attached picture), not shown on plans, that feeds a Transformer at VACIS Building.

Suggestion: Install a conflict manhole and Encase Electrical Lines.

Please advise.

Signature

1/07/2021

J. Hector Flores

Answered by

Company

Date

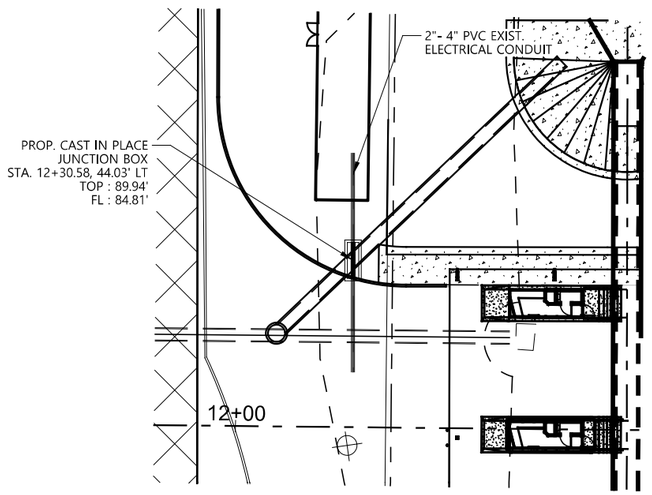
1.17' APPROX. FROM FLOWLINE
TO TOP OF CONDUIT (4")

LEGEND:

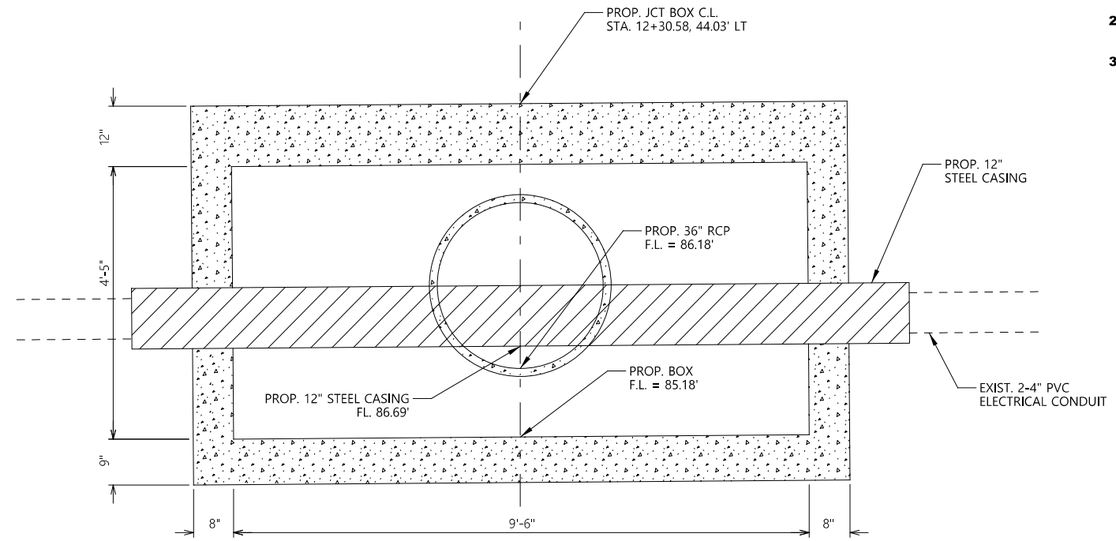
- CONCRETE
- GRAVEL BEDDING
- **STEEL CASING**

NOTES:

1. **SEE JUNCTION BOX DETAIL SHEET FOR REINF. STEEL DETAILS.**
2. **SEE PRECAST SLAB LID FOR DETAIL. USE PROP. STYLE SL.**
3. **ADJUSTMENTS TO JUNCTION BOX LOCATION WILL BE PERMITTED AS ALLOWED BY FIELD CONDITIONS AND APPROVED BY THE ENGINEER.**

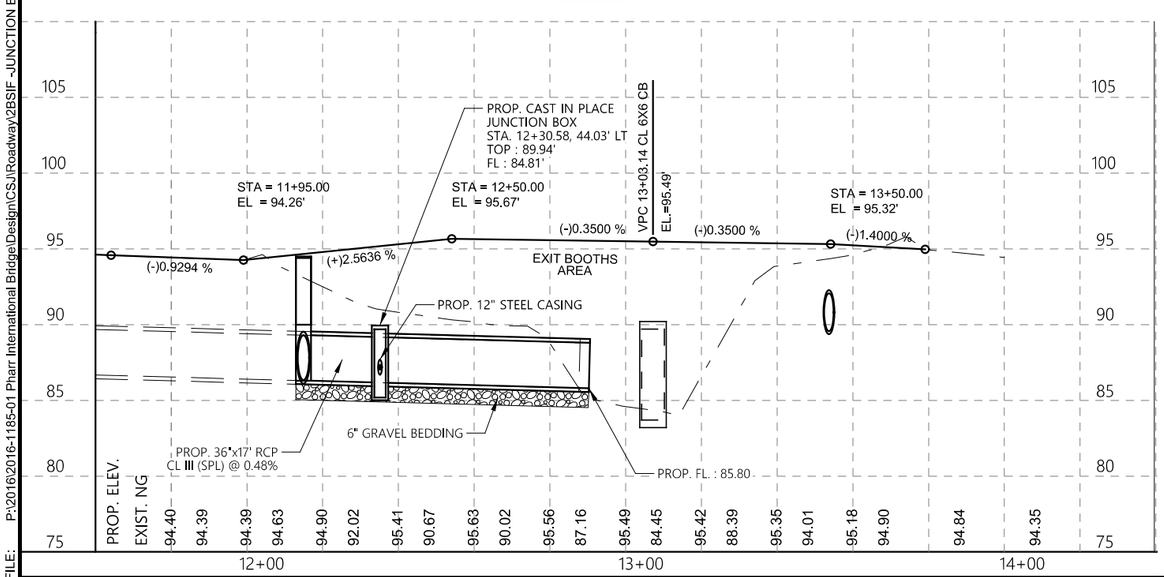


PLAN VIEW



3' X 9.5' X 4.5' WITH NO ACCESS CAST IN PLACE JUNCTION BOX
N.T.S

PROFILE



STATE OF TEXAS
PONCIANO N. LONGORIA
92969
LICENSED
PROFESSIONAL ENGINEER

Ponciano N. Longoria, P.E.

PONCIANO N. LONGORIA — DATE 4/8/2021

Pharr

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TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898
TBPE F-1640

PHARR/REYNOSA INTL BRIDGE

2ND BSIF
PROPOSED
JUNCTION BOX

SCALE:
HOR: 1"= 40'
VER: 1"= 10'

SHEET 1 OF 1

FED. RD. DIV. NO.	CONT	SECT	JOB	HIGHWAY No	
	0921	02	383	PHARR INTL BR	
STATE	DIST	COUNTY	PCT	CITY	SHEET NO.
TEXAS	PHR	HIDALGO	No 2	PHARR	1

DATE: 4/8/2021 11:20:04 AM
FILE: P:\2016\2016-1185-01 Pharr International Bridge\Design\CSJ\Roadway\2BSIF -JUNCTION BOX DETAIL.dgn

Size	MAX DEPTH = 15 ft. to top of BASE SLAB												
	Base Slab			Base Unit or Riser Walls			Below Grade Slab (w/PJB) Reducing Slab (w/PB)						
	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Reduced Riser Size	Short Span Reinf Steel Area	Long Span Reinf Steel Area	Thickness	Min Height (See Gen Note 3)	Max HOLE DIA (See Fab Note 2)	Max KO DIA (See Fab Note 2)
X x Y	Ashort	Along	BS	Bshort	Blong	W	RWSxRWL or ID	Dshort	Dlong	TS	BH MIN	HOLE DIA	KO DIA
ft.	in^2/ft	in^2/ft	in.	in^2/ft	in^2/ft	in.	ft. **	in^2/ft	in^2/ft	in.	ft.	in.	in.
3x9.5	0.52	0.52	9	0.51	0.51	8	3x5	0.70	0.85	12	8.5	96	72

** Unless otherwise indicated.

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STATE OF TEXAS
PONCIANO N. LONGORIA
92969
LICENSED
PROFESSIONAL ENGINEER

PONCIANO N. LONGORIA — 4/8/2021 DATE

FABRICATION NOTES:

1. Maximum spacing of reinforcement is 8".
2. At manufacturer's option, provide cast or cored holes or thin wall panels (KO) to the maximum diameter shown for each. When no penetration is required, it is acceptable to provide a wall with no sectional reduction.

GENERAL NOTES:

1. Precast Junction Box consists of base slab, base unit, risers (as required), and below grade slab. See sheet PJB for details.
2. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PB for details.
3. Min Height shown is for stock base units. Use stock base units whenever practical. Smaller height base units can be used in special installation circumstances, when noted elsewhere in the plans. Absolute minimum height of base units is 2'-6".

HL93 LOADING

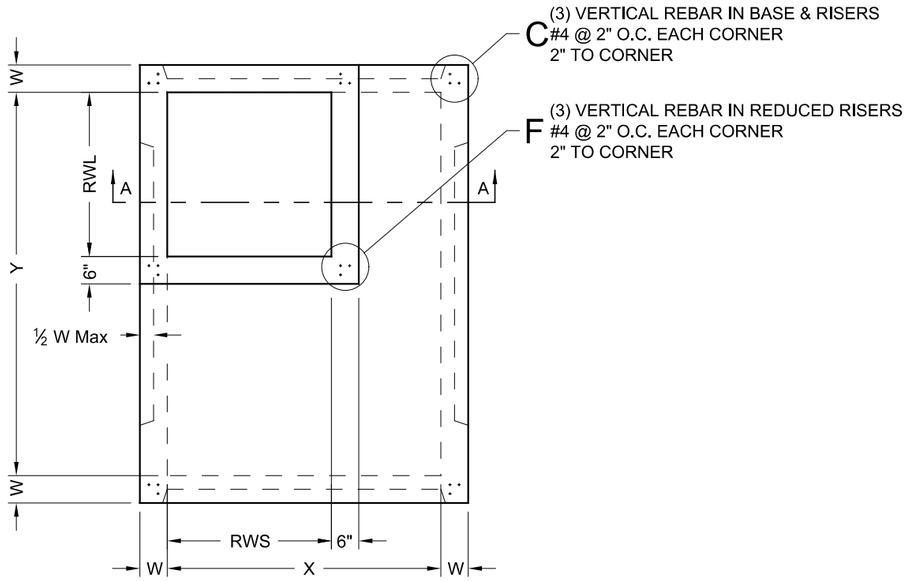
Texas Department of Transportation — Bridge Division Standard

DESIGN DATA FOR PRECAST BASE AND JUNCTION BOX

PDD

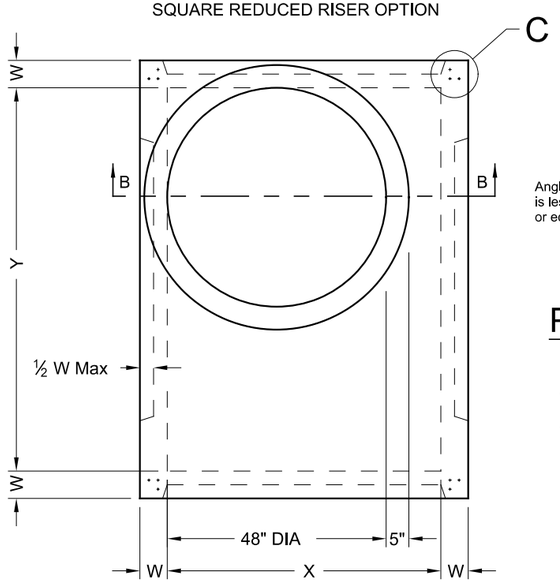
FILE: prestd10-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:



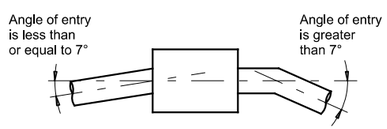
PLAN VIEW "A"

SQUARE REDUCED RISER OPTION



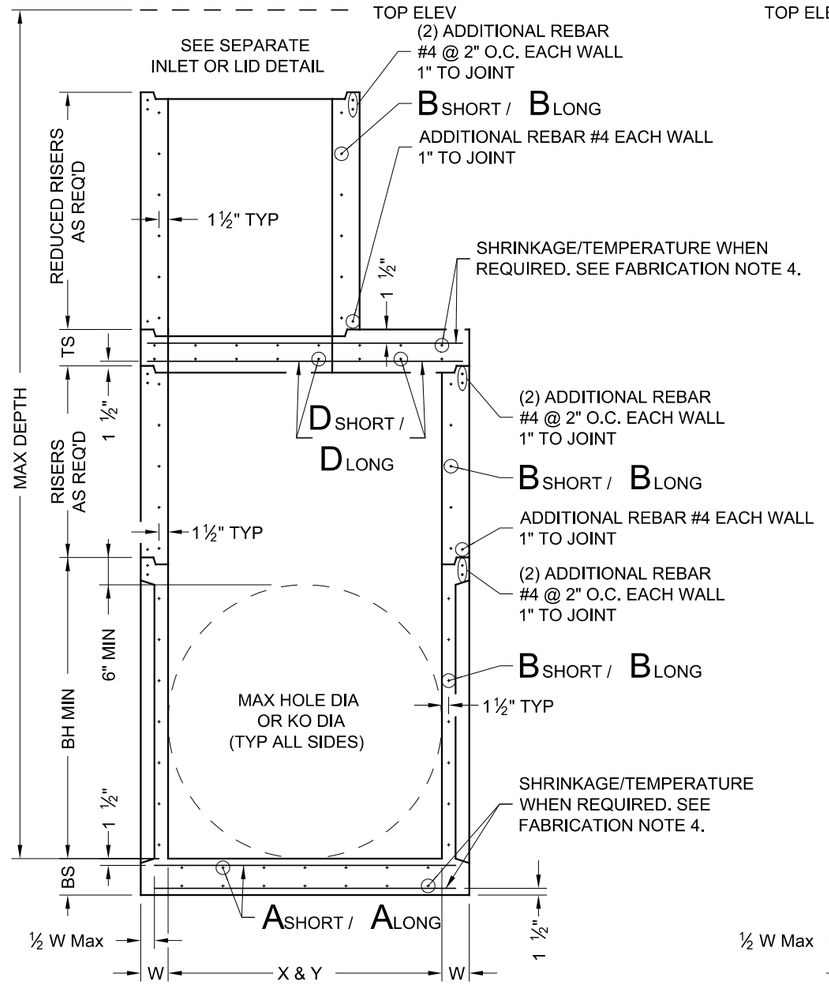
PLAN VIEW "B"

ROUND REDUCED RISER OPTION



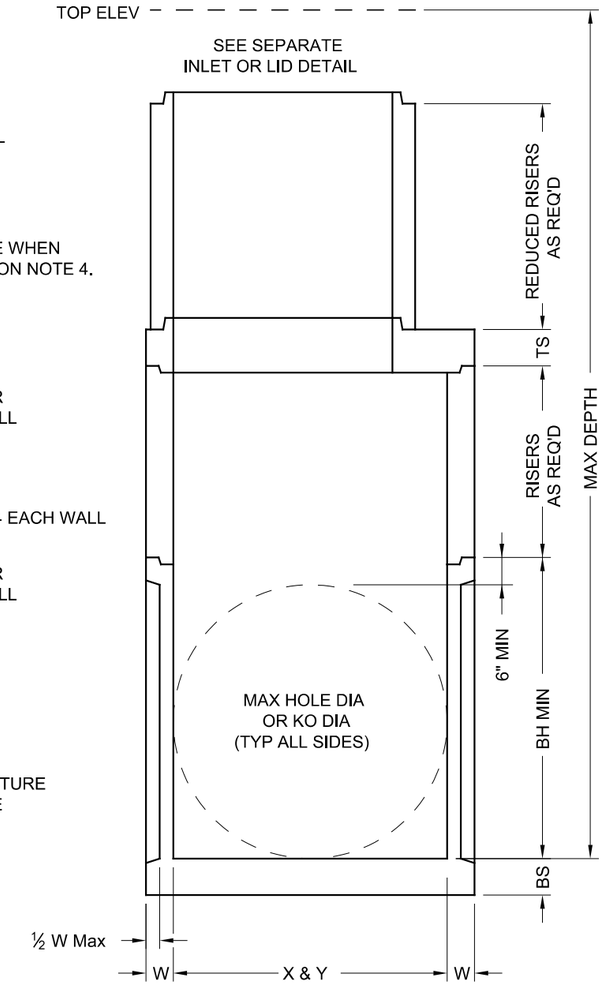
PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PB wall.
If necessary, use pipe elbow or curved approach alignment to stay within this limit.



SECTION A-A

SQUARE REDUCED RISER OPTION



SECTION B-B

ROUND REDUCED RISER OPTION

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. If required elsewhere. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Texas Department of Transportation — Bridge Division Standard

PRECAST BASE

PB

FILE: prestd01-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

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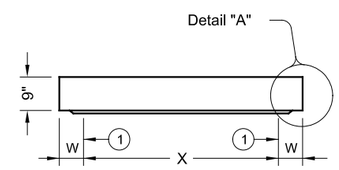
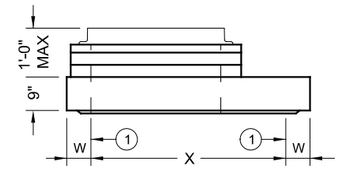
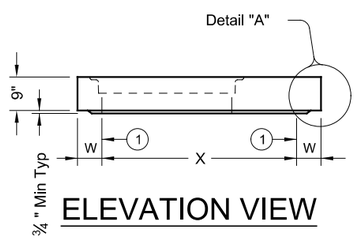
DATE:
FILE:



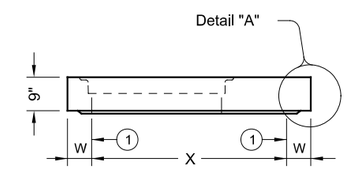
ELEVATION VIEW



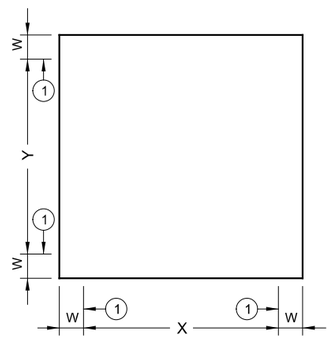
ELEVATION VIEW



ELEVATION VIEW



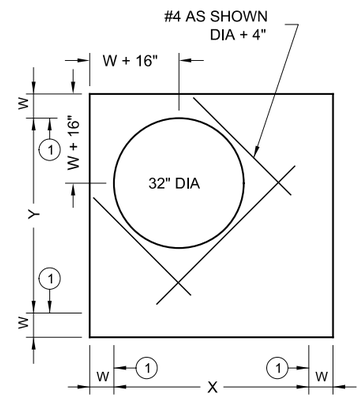
ELEVATION VIEW



PLAN VIEW

NO OPENINGS

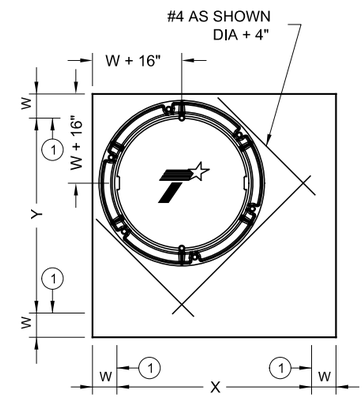
STYLE 'SL'



PLAN VIEW

SHIP LOOSE RING & COVER

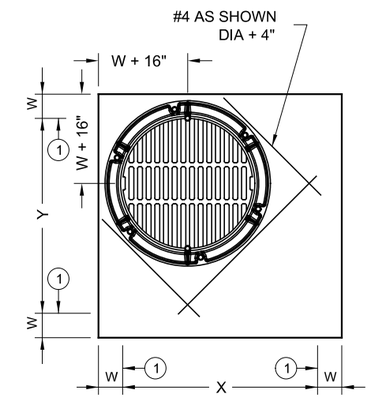
STYLE 'RH'



PLAN VIEW

32" DIA CAST-IN RING & COVER

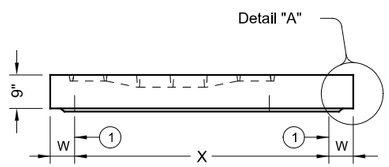
STYLE 'RC'



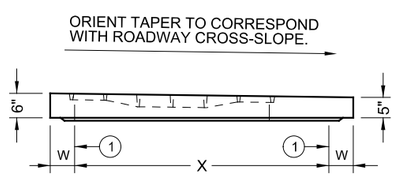
PLAN VIEW

32" DIA CAST-IN RING & GRATE

STYLE 'RG'

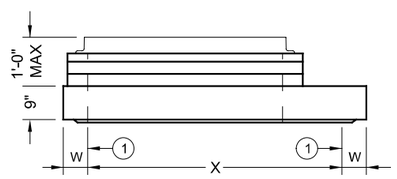


STYLE 'FG'

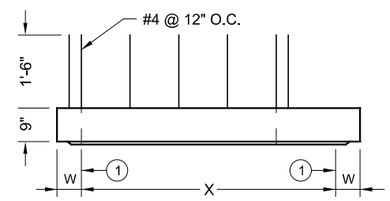


STYLE 'SFG'

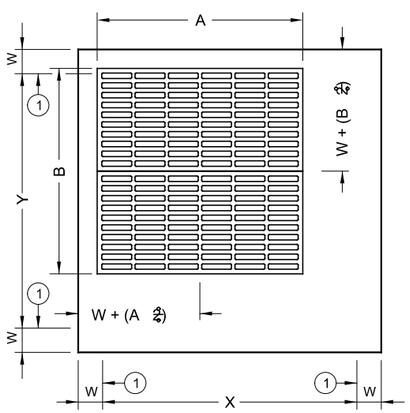
ELEVATION VIEW



ELEVATION VIEW



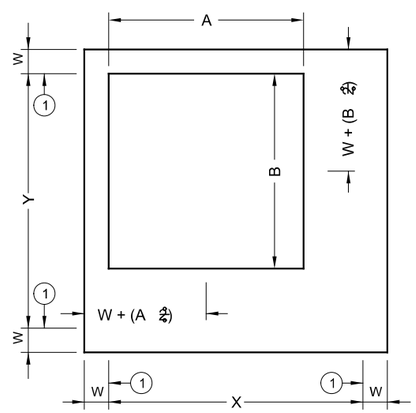
ELEVATION VIEW



PLAN VIEW

CAST-IN FRAME & GRATE

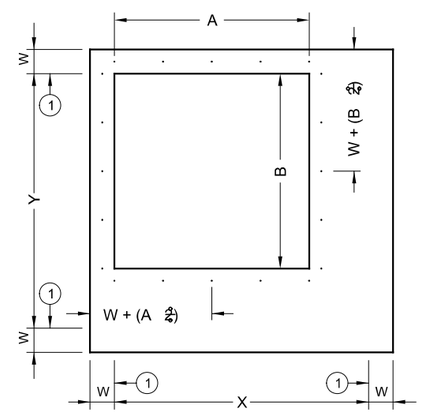
STYLES 'FG' & 'SFG'



PLAN VIEW

SHIP LOOSE FRAME & GRATE

STYLE 'SH'



PLAN VIEW

EXPOSED REBAR

STYLE 'S1'

(1) Matches inside face of wall of precast base or riser below inlet.

HL93 LOADING SHEET 1 OF 2

Texas Department of Transportation

Bridge Division Standard

PRECAST SLAB LID

PSL

FILE: prestd05-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

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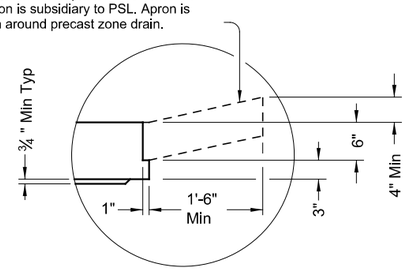
DATE:
FILE:

Style	Size (X x Y)	W (2)	A x B (nominal)	Short Span Reinf Steel Area	Long Span Reinf Steel Area
SL	3'x3'	6"	n/a	0.37 in□/ft	0.37 in□/ft
RH,RC,RG,SH,S1,FG	3'x3'	6"	3'x3' or 32" Dia	0.37 in□/ft	0.37 in□/ft
SFG	3'x3'	6"	3'x3'	0.32 in□/ft	0.32 in□/ft
SL	4'x4'	6"	n/a	0.34 in□/ft	0.34 in□/ft
RH,RC,RG,SH,S1,FG	4'x4'	6"	3'x3' or 32" Dia	0.41 in□/ft	0.41 in□/ft
SH,S1,FG	4'x4'	6"	4'x4'	0.41 in□/ft	0.41 in□/ft
SFG	4'x4'	6"	4'x4'	0.32 in□/ft	0.32 in□/ft
SL	3'x5'	6"	n/a	0.39 in□/ft	0.39 in□/ft
RH,RC,RG,SH,S1,FG	3'x5'	6"	3'x3' or 32" Dia	0.48 in□/ft	0.48 in□/ft
SH,S1,FG	3'x5'	6"	3'x5'	0.48 in□/ft	0.48 in□/ft
SFG	3'x5'	6"	3'x5'	0.32 in□/ft	0.32 in□/ft
SL	4'x5'	6"	n/a	0.42 in□/ft	0.42 in□/ft
RH,RC,RG,SH,S1,FG	4'x5'	6"	3'x3' or 32" Dia	0.42 in□/ft	0.42 in□/ft
SH,S1,FG	4'x5'	6"	4'x4'	0.63 in□/ft	0.63 in□/ft
SH,S1,FG	4'x5'	6"	3'x5'	0.66 in□/ft	0.66 in□/ft
SL	5'x5'	6"	n/a	0.36 in□/ft	0.36 in□/ft
RH,RC,RG,SH,S1,FG	5'x5'	6"	3'x3' or 32" Dia	0.43 in□/ft	0.43 in□/ft
SH,S1,FG	5'x5'	6"	4'x4'	0.63 in□/ft	0.63 in□/ft
SH,S1,FG	5'x5'	6"	3'x5'	0.63 in□/ft	0.63 in□/ft
SL	5'x6'	6"/8"	n/a	0.48 in□/ft	0.48 in□/ft
RH,RC,RG,SH,S1,FG	5'x6'	6"/8"	3'x3' or 32" Dia	0.48 in□/ft	0.48 in□/ft
SH,S1,FG	5'x6'	6"/8"	4'x4'	0.60 in□/ft	0.60 in□/ft
SH,S1,FG	5'x6'	6"/8"	3'x5'	0.60 in□/ft	0.60 in□/ft
SL	6'x6'	6"/8"	n/a	0.43 in□/ft	0.43 in□/ft
RH,RC,RG,SH,S1,FG	6'x6'	6"/8"	3'x3' or 32" Dia	0.56 in□/ft	0.56 in□/ft
SH,S1,FG	6'x6'	6"/8"	4'x4'	0.56 in□/ft	0.56 in□/ft
SH,S1,FG	6'x6'	6"/8"	3'x5'	0.59 in□/ft	0.59 in□/ft
SL	8'x8'	8"/10"	n/a	0.45 in□/ft	0.45 in□/ft
RH,RC,RG,SH,S1,FG	8'x8'	8"/10"	3'x3' or 32" Dia	0.45 in□/ft	0.45 in□/ft
SH,S1,FG	8'x8'	8"/10"	4'x4'	0.45 in□/ft	0.45 in□/ft
SH,S1,FG	8'x8'	8"/10"	3'x5'	0.45 in□/ft	0.45 in□/ft

(2) See sheet PDD for corresponding wall thickness (W) of base unit or riser.

Construct cast-in-place reinforced concrete apron, when shown elsewhere in plans. Use Class "A" concrete. Apron is subsidiary to PSL. Apron is 1'-6" Min width around precast zone drain.



DETAIL "A"

(Reinforcing not shown for clarity)

When an apron is to be cast around PSL, use detail above to create an apron ledge on all 4 sides.

FABRICATION NOTES:

1. Locate penetration (Style 'RH'), ring and cover (Style 'RC'), ring and grate (Style 'RG'), and frame and grate (Style 'FG') in a corner. Only one penetration is allowed per slab lid.
2. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
3. Provide Grade 60 reinforcing steel or equivalent area of WWR.
4. Provide clear cover of ¾" to reinforcing from lower outside shoulder of slab for structural reinforcement, and 2" from top of slab for shrinkage and temperature reinforcement. Place short span reinforcing closest to surface.
5. Slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing. Provide steel area = 0.11 in²/ft each way.
6. No substitution is allowed for diagonal #4 bars around openings.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.

INSTALLATION NOTES:

1. Precast slab lids are intended for direct traffic and may be placed in roadway.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. Initial installation of grade adjustment rings for Styles 'RH' and 'SH' is limited to 1'-0" Max as shown.
5. Grade adjustment rings for Styles 'RH' and 'SH' may be increased to 2'-0" Max when future construction affects final grade of structure. Make adjustments greater than 2'-0" with additional risers. Adjustments can be made up to Max depth shown on sheet PDD. Structure must be evaluated if Max depth will be exceeded.
6. Orient long dimension of grate slots perpendicular to traffic, unless noted otherwise on plans

GENERAL NOTES:

1. Designed according to ASTM C913.
2. Payment for lid is per Item 465, "Junction Boxes, Manholes, and Inlets" by type, style, size, and opening size (when applicable).

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING SHEET 2 OF 2

Texas Department of Transportation

Bridge Division Standard

PRECAST SLAB LID

PSL

FILE: prestd05-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	DIST		COUNTY	SHEET NO.

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DATE:
FILE:

City of Pharr
Northbound Lane Expansion 2nd BSIF Exit
Change Proposal #3
Prime Structural Steel Columns Sencondary Inspection Building

Prepared: May 11, 2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. Northbound Lane Expansion & 2nd BSIF Exit:								
1.1. Prime Structural Steel Columns Sencondary Inspec								
A.	Prepare Exposed Structural Steel Columns to receive primer.	1	LS	$ 400.00	$ 400.00	$ 770.00	$ 250.00	$ 1,420.00
B.	Apply 2 Coats of Red Oxide Primer on Structural Steel Columns.	1	LS	$ 870.00	$ 870.00	$ 1,582.00	$ 500.00	$ 2,952.00
		Sub-Total Prime Structural Steel Columns Sencondary Inspection Building						$ 4,372.00
Grand Total								$ 4,372.00

Notes:

A. Overhead and Supervision included in each task.

B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.

Pharr NB Lane Expansion & 2nd BSIF Exit
Project No. CSJ 0921-02-385 & 0921-02-383
Construction Progress Meeting #27
Minutes
April 5, 2021

1. **Sign in Sheet.**

Entity	Name	Attended
GSA	David Cornelison	x
	Mark Woods	x
	Christopher Anzaldua	x
	Mark Chesson	
	Lisa Langham	
	Nathan Jellen	
CBP	Joseph Dudas	x
	Eduardo Lozano	
	Roberto Ramos	
	Lauro Garza	x
	Andres Vega	
	David Deleon	
	Christian Waltersdorff	x
	Jamie Rodriguez	x
TxDOT	Dora Robles	
	Judy Sanchez	x
	Nayely Parra	
	Felipe Fernandez	
City of Pharr	Omar Anzaldua	

	Moises Beas	
	Ignacio Amezcua	x
	Lucio Villagomez	x
	Luis Bazan	
	Fred Brouwen	
ICE Engineers	Hugo Gonzalez	
	Hector Flores	x
	Alonzo Martinez	x
Brighton Group	Eddie Ramirez	x
Brownstone Consultants	Carlos Del Angel	x
	Rolando Ayala	x
	Guillermo Aguilar	
TEDSI Infrastructure	Eric Dietrich	
	Ponciano Longoria	

2. **Previous Meeting Action Items.**
    a. **Discussion:**
        i. Reference Agenda.
        ii. J. Dudas – requested update on the girts at the secondary inspection building discussed last week. H. Flores from Ice Engineers stated that they would be removed this week.
    b. **Action Items:**
        i. **Brownstone/City of Pharr to request change proposal from ICE to paint structural members at secondary inspection building.**
3. **Safety.**
    a. **Discussion:**
        i. Reference agenda.
    b. **Action Items:**
        i. n/a

4. **Site Inspections and Testing**.
    a. **Discussion:**
        i. Reference Agenda
    b. **Action Items:**
        i. n/a

5. **Construction Progress.**
    a. **Discussion:**
        i. H. Flores - presented ICE Engineer's two-week look ahead. Reference report attached to agenda.
        ii. (R. Ayala) – reviewed the three construction progress photos. Reference agenda.
    b. **Action Items:**
        i. n/a

6. **Construction Schedule.**
    a. **Discussion:**
        i. No work performed on 4/1/2021 due to rain and wet site conditions.
        ii. Shortage of cement in the state, ICE has found an alternate vendor to provide cement and will be sourcing that this week following completion of administrative paperwork.
    b. **Action Items:**
        i. n/a

7. **RFIs, ASIs, Change Order (logs as attachment).**
    a. **Discussion:**
        i. Reference agenda.
    b. **Action Items:**
        i. n/a

8. **Submittals.**
    a. **Discussion:**
        i. Items on submittal 9B were to be provided last week, but were not.
    b. **Action Items:**
        i. **ICE Engineers – provided missing submittal items.**

9. **Payment Application/Reimbursement.**
    a. **Discussion:**
        i. I.Amezcua – correction on reimbursement no. 4 date. Received on 3/4/2021, not 4/4/2021.
    b. **Action Items:**
        i. n/a

10. **Additional Comments & Questions.**
    a. **Discussion:**
        i. C. Del Angel – I was not aware of the requirement for waste diversion performance reports. I have requested information from the team and will provide M. Cornelison with direction once received.

ii. C. Del Angel – lane closure coordination meeting was held last week. Tentative closure date is mid to late May, and approximate closure duration to be 90 days. ICE will provide two weeks' notice to CBP port.

b. Action Items:

i. n/a

INTERNATIONAL CONSULTING ENGINEERS
www.icengineers.net

City of Pharr
Northbound Lane Expansion 2nd BSIF Exit
Change Proposal #4
2nd BSIF Exit Booths Water Sewer

Prepared: May 12, 2021
Revised: May 27,2021

	CONSTRUCTION	QTY.	UNIT	MATERIAL/Contract Unit Price		LABOR COST	EQUIPMENT COST	TOTAL
				UNIT PRICE	SUB-TOTAL			
1. 2nd BSIF Exit Booths Water & Sewer:								
1.1. Sewer Line								
A.	Sand Backfill	145	CY	$ 30.00	$ 4,350.00	$ 1,440.00	$ -	$ 5,790.00
B.	Concrete on Fittings	4	EA	$ 160.00	$ 640.00	$ 460.00	$ 720.00	$ 1,820.00
C.	6" Sewer Line, includes: Excavation, 6" SDR Pipe and fittings, 2 - 6" Cleanouts, and 2 - 4" services.	1	LS	$ 3,085.04	$ 3,085.04	$ 2,425.00	$ 1,500.00	$ 7,010.04
							Sub-Total Sewer Line:	$ 14,620.04
1.2. Water Line								
A.	Sand Backfill	30	CY	$ 35.00	$ 1,050.00	$ 310.00	$ -	$ 1,360.00
B.	2" Waterline with 2-1" Services, includes: Valves and Valve Boxes	1	LS	$ 1,435.18	$ 1,435.18	$ 985.00	$ 740.00	$ 3,160.18
							Sub-Total Water Line:	$ 4,520.18
Grand Total								$ 19,140.23

Notes:

A. Overhead and Supervision included in each task.
B. Proposal based on Working Monday through Friday from 7:00 am to 5:30 pm.
C. Additional Days requested: 5 days.
* Unit Price as per Contract

INTERNATIONAL CONSULTING ENGINEERS

RFI # 003

To: Eric Dietrich
Tedsi Infrastructure Group
1201 E Expressway 83
Mission, Tx 78572

RFI #: 003
Date: 10/15/2020
Job: Northbound Lane Expansion & 2nd BSIF
Contract No. CSJ # 0921-02-385
CSJ # 0921-02-383

Subject: 2nd BSIF Exit Booths Water and Sewer
Sheet: 79
Spec. Section: N/A
Cost Impact: TBD

Schedule Impact: To be Determined

Date Required: ASAP

Water and Sewer is required for Inspection Booths on 2nd BSIF Exit; however no services are shown, please advise.

Signature

J. Hector Flores

Attached please find Water and Sewer plans for Inspection Booths along with revised Grading and Drainage layout for 2nd BSIF Exit

Answered by

TEDSI Infrastructure Group

Company

02/04/2021

Date

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: May 19, 2021
MEETING DATE: June 7, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between Vanguard Academy and the Pharr Police Department to collaborate in creating a School Resource Officer Program.

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

Issue: Memorandum of Understanding between Vanguard Academy and the Pharr Police Department to collaborate in the creation of a School Resource Officer Program. This partnership is intended to assign Pharr Police Officers at Vanguard Academy Schools located in Pharr, Texas to provide policing services. Pharr Police Officers will conduct proactive patrols to ensure the safety and security of the students, parents, educators, and visitors of Vanguard Academy Schools in Pharr, Texas.

Fiscal Consideration: There will be no additional budgetary impact. Vanguard Academy will cover the police employee salary during the school year.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this MOU

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

ROUTING:

Joel Robles	Created/Initiated - 5/19/2021
Andrew Harvey	Approved - 6/4/2021
Anali Alanis	Approved - 6/4/2021
Karla Saavedra	Approved - 6/4/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

School Resource Officer
Policing Agreement Between
Vanguard Academy and City of Pharr

WHEREAS, Vanguard Academy desires to maintain a safe and comfortable working and learning environment for its staff and students;

WHEREAS, Vanguard Academy and the City of Pharr have worked in the past in providing a suitable environment in Vanguard Academy schools and other venues;

WHEREAS, Vanguard Academy and the City of Pharr have common interests in providing for a positive way of life without interference from third parties;

WHEREAS, Vanguard Academy and the City of Pharr, desire that the City of Pharr provide policing services in Vanguard Academy schools and other venues;

This Agreement is entered into by the City of Pharr, Texas (City), and Vanguard Academy.

Pursuant to Sections 12.104(a-1) and 37.081 of the Texas Education Code, which authorizes Vanguard Academy to enter into a memorandum of understanding with a local law enforcement agency to assign three (3) full time certified peace officers to Vanguard Academy Middle Schools and Elementary Campuses.

The salary for said officers is to be reimbursed to Pharr by Vanguard Academy. As set forth herein below.

A. Responsibilities of the City Of Pharr and Officers

1. The City shall ensure that TCOLE Certified Officers be assigned to Vanguard Academy Schools.

2. The City shall ensure that the officers conduct themselves in a professional and courteous manner at all times.

3. The City shall ensure that the Officers assigned to Vanguard Academy campuses set out herein shall abide by the laws of the State of Texas.

4. The City shall ensure that an Officer be assigned to the three Vanguard Academy campuses.
   a. Vanguard Rembrandt – 1200 E. Kelly Ave. Pharr, Texas
   b. Vanguard Picasso – 901 S. Athol St. Pharr, Texas
   c. Vanguard Van Gogh – 1407 W. Moore Rd. Pharr, Texas

5. The Officers will not be required to perform any ministerial, administrative, or other duties for Vanguard Academy or other school officials.

6. The Officers will not perform the duties of any Vanguard Academy security guards and will not enforce any school rules or policies which are not criminal in nature.

7. The Officers shall report to the campus to which they are assigned to and report to a school administrator for assignments to be completed.

B. Responsibilities of Vanguard Academy:

1. Vanguard Academy will reimburse the City for the Officers' salary at rate of no less than $40.00 an hour for each hour that the Officer is used. This agreement will cover the 2021 to 2022 school year beginning August 16, 2021 and end of the school year on June 2, 2022. This amount shall be earned on an hourly basis, not to exceed 176 instructional (school) days. The normal workday will consist of the number of hours an Officer is needed. This will be determined by both police administrators and respective campus principals as per the needs of individual campuses set out herein.

2. Reimbursement will be paid on a monthly basis to the City, provided that a timesheet signed by the principal or designee, chief of police or designee, SRO Supervisor, and officer is submitted.

3. Vanguard Academy will ensure that its employees at the campuses referred to above will not interfere with the duties of said Officer.

4. Vanguard Academy will provide a workstation and office space for Officers assigned to Vanguard Academy schools.

5. Vanguard Academy agrees and understands that the Pharr Police Officer will always be under the direction and control of the City of Pharr Police Department, and that Vanguard Academy employees will not supervise said officers.

C. Responsibilities of Pharr Police and Vanguard Academy

1. Scheduled hours of operation will be pre-determined by Vanguard Academy Administrators and Pharr Police Department representatives.

2. Officers will work and report to each middle school and elementary school designated by Vanguard Academy on a daily basis.

3. On emergency cases, the Pharr Police Department may assign a different Officer to Vanguard Academy Schools if the assigned officer is sick or out on training or other type of leave. Any normal instructional (school) day where a police officer does not report to the campus will not qualify for reimbursement unless a replacement police officer reports to the campus.

D. Additional Duties

Any additional duties required of the Officers shall be approved by the Superintendent or designee and the Chief of Police or his designee of the City. Rate of Compensation for said additional services shall be determined by both parties and in accordance with both state and federal laws. Additional duties shall be those duties requested of the Officers after the normal business day.

E. Resolution of Disputes

Should any disputes arise regarding the duties or responsibilities of the City or Vanguard Academy or any other matters associated with this agreement, the Chief of Police or his designee of the City of Pharr and the Superintendent of Schools for Vanguard Academy or his designee, will address the issues as soon as possible. Such resolutions should be approved by Vanguard Academy's Board of Directors and City's Board of Commissioners.

F. Periodic Conferences

Because this program is new to both parties, the City and Vanguard Academy agree to have periodic Conferences to allow input from both parties regarding the program. All conferences will be attended by the Superintendent or his designee, Vanguard Academy principal or designee, and representation from the Pharr Police Department, or other authorized representative.

G. Termination of Contract

This contract will commence on August 16, 2021 and terminate on May 28, 2022 or the last class day for the term, whichever is later. Also any party to this agreement can terminate this agreement for any reason or for no reason upon 15 days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties.

H. Renewal of Contract

Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners and Vanguard Academy's Board of Directors.

I. Modification of Agreement

This document constitutes the entire agreement between the City of Pharr, Texas and Vanguard Academy and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

J. Default

If either party should default (the “Defaulting Party") with respect to any of its obligations here under and should fail within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance

for such default. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or enforceable shall not affect the remaining portions of this agreement.

K. Confidential Information

The City of Pharr, for itself and its officers, agents, and employees, agrees that it shall treat all information provided to it by Vanguard Academy as confidential and shall not disclose any such information to a third party without the prior written approval of Vanguard Academy, or as allowed under the Texas Public Information Act, Chapter 552 of the Texas Government Code. The City of Pharr shall store and maintain Vanguard Academy's information in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt Vanguard Academy's information in any way. The City of Pharr shall notify Vanguard Academy immediately if the security or integrity of any confidential information has been compromised or is believed to have been compromised, in which event, the City of Pharr shall, in good faith, use all commercially reasonable efforts to cooperate with Vanguard Academy in identifying what information has been accessed by unauthorized means and shall fully cooperate with Vanguard Academy to protect such information from further unauthorized disclosure.

The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by Vanguard Academy including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. Vanguard Academy has determined that each SRO has a legitimate educational interest in the educational records (as that term is defined under FERPA) for the sole and limited purpose of investigating criminal offenses and/or collecting certain incident-based data related to the SRO Program, and that the SROs are the agent of Vanguard Academy solely for these limited purposes under this Agreement. The SROs shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. In the event that an SRO requests student and/or educational records for purposes other than those limited purposes identified in this subsection, Vanguard Academy may appropriately require written parental consent or the existence of any circumstances allowing for disclosure without parent consent, including but not limited to the existence of a warrant, subpoena, or imminent health or safety emergency. This provision shall survive the termination or expiration of this Agreement.

L. Relationship of the Parties

The relationship of Vanguard and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship. For and with respect to the services to be provided by the City to Vanguard pursuant to this Agreement, the City hereby contracts, covenants, and agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in the amounts sufficient to insure the City and its agents, officers, and employees from and against any claim, cause of action, or liability arising out of or

from the action, omission, or failure to act by the City, its agents, officers, employees, and subcontractors in the course of their duties.

SIGNED on this the: _____ of day of _____. 2021.

_____
Dr. Narciso Garcia
Superintendent, Vanguard Academy

_____
Dr. Ambrosio "Amos" Hernandez
Mayor, City of Pharr, Texas

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R.L. Abatement for the demolition of the City owned building located at 2914 N. Cage Blvd. through The Interlocal Purchasing System (TIPS) Purchasing Cooperative.

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

Issue: An Asbestos survey was conducted for the City owned building located at 2914 N. Cage Blvd in accordance with the Texas Asbestos Health Protection Rules required by the Texas Department of State Health Services for building renovations of this size. (Project #2021-40-510-C005-001)

The Asbestos Survey found that the building contains no Asbestos.

Fiscal Consideration: $56,000

Staff Recommendation: Staff recommends approval and authorization to use The Interlocal Purchasing System (TIPS) Purchasing Cooperative to negotiate and approve a contract with R.L. Abatement from Weslaco, TX in the amount not to exceed $56,000 for the demolition of the City owned building located at 2914 N. Cage Blvd .

Alternatives: The alternative would be the conventional Bid Process which will take around 1-month from the time of advertisement to the start of construction. Since this is a time sensitive project, using the TIPS Purchasing Cooperative will allow to begin work within one week of contract approval.

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/2/2021
Ignacio Amezcua	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
Karla Saavedra	Approved - 6/3/2021
City Management Office	New - 1/1/1900

R.L. ABATEMENT, INC.

P.O. BOX 332
WESLACO, TEXAS 78599
TEL: 956-968-2265 FAX: 956-968-3301
Email: rlai@rlabatement.com

BID PROPOSAL

Proposal No: **21-3038**
Date: **05-20-2021**

Submitted: City of Pharr
Pharr, Texas

Project: Building Structure
Frontage Road & Sioux
Pharr, Texas

RE: Demolition

BID ITEM: Complete demolition of building structure, concrete slab and disposal of debris. Building is approximately 15,510 sq. ft.. Proposal includes back-fill compaction back to ground level.

Total Project Cost:……..$56,000.00
(Fifty-six Thousand Dollars and Zero Cents.)

NOTE:
If payment and performance bonds are required, an additional of 3% will be added to the Total Project Cost.

Exclusions:

- ***Shoring or bracing of any kind**
- ***Any Trenching**
- ***No Asbestos Removal**
- ***Built Back or Replacements**
- ***Disconnection of any utility lines**
- ***Any rerouting of any lines**
- ***Relocation of plumbing and electric wires.**
- ***Covering or patching of any holes or openings**

R.L. ABATEMENT, INC. will provide labor, materials, equipments and insurances.

Submitted by: *Roberto Valladares, Jr.* Print Name: Roberto Valladares, Jr. Title: President Date: 05 / 20 / 2021

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____ Print Name: _____ Title: _____ Date: _____

Note: This proposal is good for 30 days from date submitted. If your firm is exempt from any and all taxes, please provide our office with a Tax Exempt Form. If Tax Exempt form is not received in our office, you will be charged 8.25% (taxes) on invoice.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: June 1, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Raba Kistner Consultants, Inc. for Environmental Services for the FY 16 DAP Project

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

Issue: As part of the TXDOT AFA Federal Funding requirements, the FY 16 DAP projects needs to be environmentally cleared before it can go to construction.

Fiscal Consideration: $46,370

Staff Recommendation: Staff recommends approval to negotiate and enter into a contract with Raba Kistner Consultants, Inc. for Environmental Services for the FY 16 DAP Project in the amount of

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/1/2021
Omar Anzaldua	Approved - 6/1/2021
Ignacio Amezcua	Approved - 6/1/2021
Patricia Rigney	Approved - 6/1/2021
Karla Saavedra	Approved - 6/3/2021
City Management Office	New - 1/1/1900

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: June 1, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend Contract with Trimad Consultants, LLC for Professional Water and Wastewater Engineering Services related to the Expressway Elevated Storage Tank to Eldora Elevated Storage Tank Water Transmission Main (Rotation List)

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

Issue: Additional survey and design for the realignment of the proposed 16-inch waterline through the City of Pharr Aquatic Facility.
Project No. 1920-60-583-S014-001A

Fiscal Consideration: $20,000

Staff Recommendation: Staff recommends approval of Amendment No. 1 to the contract with Trimad Consultants, LLC for Professional Water and Wastewater Engineering Services related to the Expressway Elevated Storage Tank to Eldora Elevated Storage Tank Water Transmission Main Project in the amount of $20,000 revising the contract amount to $270,000

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/1/2021
Omar Anzaldua	Approved - 6/1/2021
Ignacio Amezcua	Approved - 6/1/2021
Patricia Rigney	Approved - 6/1/2021
Karla Saavedra	Approved - 6/3/2021
City Management Office	New - 1/1/1900

1803 MOZELLE STREET
PHARR, TEXAS 78577
TEXAS REGISTERED ENGINEERING
FIRM NUMBER F-18526

May 27, 2021

Edward M. Wylie
Interim City Manager
City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

SUBJECT: Expressway Elevated Storage Tank to Eldora Elevated Storage Tank Water Transmission Main Project – Additional Engineering Services

Dear Mr. Wylie,

Trimad Consultants, L.L.C. (TRIMAD) is pleased to submit this Engineering Proposal for additional services of the reference project.

We greatly appreciate the opportunity in serving the City of Pharr.

Sincerely,

Ricardo Salazar, P.E.
President

ENGINEERING PROPOSAL

CITY OF PHARR

PROFESSIONAL ENGINEERING ADDITIONAL SERVICES

MAY 27, 2021

This proposal if for additional services required from TRIMAD to assist in the design of an alternate alignment for the Elevated Storage Tank to Eldora Storage 16" Transmission Main Project.

SCOPE OF SERVICES

PROJECT UNDERSTANDING

It is our understanding that the City of Pharr is requesting an alternate route alignment for the 16" water transmission main project. Our scope of services shall include one (1) alternate routed alignment and will include the below listed items:

1. Research and datum collection
2. Design Phase of alternative alignment
3. Obtain required permits
4. Utility coordination

ASSUMPTIONS

The following key assumptions have been made in establishing the scope and the estimated level of effort for this project:

- Prior to initiating preliminary design, the Owner will provide TRIMAD record drawings, GIS data, and other utility maps for its existing facilities (potable water and sanitary sewer) within and along the potential project limits.

SCHEDULE

TRIMAD is requesting an extension in time of approximately 60-days for design and meeting purposes to start after a notice to proceed is issued.

BASIC SERVICES

Basic Services will be as described below:

Task A: Data Collection, Research and Review of Relevant Information/Site Visits **$5,000.00**

TRIMAD TEAM will coordinate with Staff on-site to evaluate the existing conditions and to obtain all necessary data collection and research for the improvements.

Task B: Design Phase (95%, 100%) **$15,000.00**

The design phase will include plans to demonstrate the scope, extent, and character of the work. Where available, TRIMAD TEAM shall use documents made available by the Owner such as plans, standard details, standard specifications, and design guidelines.

TRIMAD TEAM will also prepare (95%, 100%) engineering plans in half-size (11”x17”) format and, if requested by Owner, in full size (22”x34”) format.

BASIS OF ENGINEERING COMPENSATION

TRIMAD proposes to render the services noted above on a lump sum basis in accordance with the fee scheduled as presented in **Table 1 – Task and Expense Budget Additional Services**

ENGINEERING BUDGET AMOUNT		
ITEM	**DESCRIPTION**	**BUDGET**
A	Data collection & Research and review of Relevant Information/Site Visits	$ 5,000.00
B	Design Phase (95%, 100%)	$ 15,000.00
	Total Engineering Budget Amount:	**$ 20,000.00**

TOTAL BASIS OF ENGINEERING COMPENSATION

TRIMAD proposes to render the services noted above on a lump sum of the total basis in accordance with the fee scheduled as presented in **Table 2 – Total Task and Expense Budget**

ENGINEERING BUDGET AMOUNT		
ITEM	**DESCRIPTION**	**BUDGET**
A	Professional Engineering Design Report & Research and Data Collection	$ 75,000.00
B	Design Phase (30%, 60%, 90%, 100%)	$ 130,000.00
C	Easement Documents	$ 15,000.00
D	Construction Phase	$ 25,000.00
E	Record Drawings	$ 5,000.00
ADDITIONAL ENGINEERING SERVICES		
A	Data collection & Research and review of Relevant Information/Site Visits	$ 5,000.00
B	Design Phase (95%, 100%)	$ 15,000.00
	Total Engineering Budget Amount:	**$ 270,000.00**

Please call if you have any questions.

Sincerely,

TRIMAD Consultants, L.L.C.
a Texas Limited Liability Company
Texas Firm 18526

Ricardo Salazar, P.E.
President

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: June 2, 2021
MEETING DATE: June 7, 2021

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend Contract with J & R Engineering for Professional Water and Wastewater Engineering Services related to the Sanitary Sewer Collection System Elimination Project for Lift Station 26 and Lift Station 30 (Rotation List).

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

Issue: Lift Station 30 was separated from the original project in order to expediated the rehabilitation of this Lift Station due to the immediate need address the deficiencies with the Lift Station. The Texas Water Development Board (TWDB) funds that are part of the funding of the overall sanitary sewer projects will not be available until approximately October 2021 due to the environmental clearance required by the TWDB.

Fiscal Consideration: Original Contract $718,000
Amendment No. 1 $ 75,000
Revised Contract $793,000

Staff Recommendation: Staff recommends approval of amendment No. 1 in the amount of $75,000 with J & R Engineering for Professional Water and Wastewater Engineering Services related to the Sanitary Sewer Collection System Elimination Project for LS 26 & 30 for a revised contract amount of $793,000.

Alternatives: N/A

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

ROUTING:

Omar Anzaldua	Created/Initiated - 6/2/2021
Omar Anzaldua	Approved - 6/2/2021
Ignacio Amezcua	Approved - 6/2/2021
Patricia Rigney	Approved - 6/2/2021
Karla Saavedra	Approved - 6/3/2021
City Management Office	New - 1/1/1900

LETTER OF TRANSMITTAL

To: City of Pharr
Attn: Omar Anzaldua, Jr. PE
City Engineer
118 S. Cage Bldv
Pharr, Texas 78577

From: Roberto Salinas, P.E.
J&R Engneering, LLC
1209 S. 10th St. Ste. 539
McAllen, Tx 78501

RE: **Professional Engineering Service Contract**
Lift Station 30 Rehabilitation Project
Construction Management

Date: June 1, 2021

Please find attached the Professional Engineering Service Contract for the above reference project. Please execute two original contracts and return one for my files.

Should you have any questions please feel free to contact me at (956) 432-5851.

Sincerely,

Roberto Salinas, P.E.

EXHIBIT A

CITY OF PHARR

May 23, 2021

Construction Management Services

Lift Station 30 Rehabilitation Project

Construction Project No. 2021-01-528-C-002-101

SCOPE OF WORK

Prepared by:
J&R Engineering, LLC
Firm No. 12509

Consultant-Engineers
Established in 2010

Land Development-Civil Engineering-Water & Wastewater
Storm Drainage-Construction Management-Transportation

PROJECT DESCRIPTION

Project entails the reconstruction of Lift Station 30 located in the SE corner of El Oro St. and Dicker Rd. This project also consists of the construction of new sanitary sewer forcemain line and gravity line. Construction Project was separated from the original Sanitary Sewer Collection System Elimination Project for LS 26 & LS 30 from the original professional services. The City of Pharr Opted to Reconstruct the Lift Station LS 30 and Eliminate LS 36 (Anaya Rd) & LS 42 (Hi-Line Rd) with a Construction of a 36" Main Sanitary Sewer Gravity Line. Lift Station 30 will not be eliminated; it will be reconstructed. Below scope of work and amendment to professional service under Task 6: Additional Services from the Original Contract 1920-01-528-S003-001.

Task 1 Bidding & Contracting Awarding

This task will include the following activities :

1. Finalize the front end and legal bidding documents, including General Conditions, General Requirements, bid form, bonds and instructions to bidders. The City's General Conditions document will be incorporated into our bid documents.

2. The Engineer will assist the City in developing the language to be included in the advertising ad. However, the City will provide advertising and distributing bid documents.
3. Prepare final technical specifications and final construction drawings consistent with the bidding documents and specifications.
4. Update the opinion of probable construction cost.

Bid Conferences
J&R will Coordinate and attend one (1) pre-bid conference to be held in Pharr, Texas.

Bid Packages
Bids will be issued by the Purchasing Department. It is J&R's understanding that the CITY utilizes an online advertising portal to download bidding documents.

Awarding of Contract
J&R will be present at the bid opening. J&R will review each bid to determine the presence of any ambiguities or significant irregularities in each bid and prepare bid tabulation of all accepted bids. References will be checked for the low Bidder to confirm that Contractor is competent and capable of completing the project. Based on our findings, J&R will recommend to the City award of the project to the most responsive, responsible and best Bid received; in accordance with TWDB.

The following assumptions are included:

- The design documents will be prepared for one construction contract.

- No complex combination or complex add/deduct format is required .
- The City of Pharr Standard front-end specification documents will be used, with required front-end TWDB Specification.
- ENGINEER General Requirements (Division 1) and technical specifications will be used.
- All drawings will be of half-size (defined as 11" x 17"). Individual full-size drawings will be made available as required for clarity.

Task 2 Services During Construction

Construction Staking

J&R shall include sufficient horizontal and vertical benchmarks to allow the Contractor to provide his own staking to install the sanitary sewer collection system and all other appurtenances.

Construction Observation

J&R will make weekly site visits to observe the installation and confirm progress on the project. J&R will also attend all Progress Meetings. A field inspection report will be provided to the CITY after each field inspection.

Construction Management

J&R will attend one (1) pre-construction meeting to be held in Pharr, Texas.

J&R will review all technical cut sheets, shop drawings & submittals to confirm that they are in agreement with the plans and appropriate specification.

J&R will review all monthly Contractor Pay Requests and confirm the Contractor's quantities or approximate percentages of completion J&R will forward the Contractor's Pay Requests to the CITY with any comments and a recommendation .

Change Orders and Field Alterations

J&R will review all requests for change orders or field alterations, provide recommendations to the CITY and prepare the appropriate revised plans, documents, specifications, and/or exhibits.

Final Project Acceptance

J&R will attend meeting on the project site at the time of substantial completion to review the contractor's work and to prepare a list of items to be addressed by the Contractor before the final walk through. J&R will attend final walk through with the CITY and Contractor before final acceptance of the work by the CITY.

J&R will coordinate the submittal of "As Builds" Plans to the CITY once project has been accepted.

Any items requested by Owner that are not outlined in the above scope work be considered additional services and would be provided as requested and authorized by the Owner.

EXHIBIT B

Task No.	Task Description	Activities	Start	End
	Notice to Proceed/Task Order	--	May 2021	--
1	**Construction Period**	**Construction, Substantial Completion, Final Completion**		
		Construction Start Date	June 2021	-
		Substantial Completion	-	Oct. 2021
		Final Completion	-	Oct. 2021

EXHIBIT-C

Engineering Fee

TOTAL PROJECT ESTIMATE AND ENGINEERING FEE FOR Sanitary Sewer Lift Station 30 Rehabilitation Project	
SANITARY SEWER COLLECTION SYSTEM.....	Lift Station 30, Forcemain and SS Gravity line Construction
LIMITS.....	Proximities between Dicker Rd. to Main Drain Ditch Banda St. , Between Longoria and Thomas St
EXISTING COLLECTION SYSTEM.....	LS 30 , Forcemain and Gravity lines
PROPOSED COLLECTION SYSTEM.....	Reconstruction of LS 30, reroute Forcemain Sanitary Sewer Gravity lines
PROPOSED EASEMENTS WIDTHS.....	10-15-ft Utility by Permit
ESTIMATED CONSTRUCTION COST.....	$1,500,000
LENGTH.....	Approx. 4,500-ft 10" FM; 2,000-ft of 8" FM; 300' 10" Gravity

ESTIMATED PROJECT COSTS		
TASK 1-Bidding and Awarding	$	20,000.00
TASK 2-Services During Construction	$	55,000.00
PROPOSED ENGINEERING FEE FOR WORK AUTHORIZATION	$	75,000.00

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Sergio Alanis, Parks & Recreation Director

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on the purchase of four (4) Natural Gas Generators from HOLT POWER SYSTEMS out of San Antonio, TX for the Development and Research Center, the Jose "Pepe" Salinas Recreation Center, the Pharr Police Department, and the Pharr EMS Center in the total amount of $1,466,565.00. through Buyboard Contract No.597-19

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

Issue: City Buildings that are to be used as disaster recovery shelters are requiring backup power in the case of outages during weather events. These facilities require interrupted power to fully function at all times. Project# 2021-01-522-P023-001

Fiscal Consideration: $1,466,565.00

Staff Recommendation: Staff Recommends Approval

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Sergio Alanis	Created/Initiated - 6/3/2021
Ignacio Amezcua	Approved - 6/4/2021
Sergio Alanis	Approved - 6/4/2021
Karla Saavedra	Approved - 6/4/2021
Hilda Pedraza	Approved - 6/4/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 30912737
Quote Date: 5/11/2021
Quote Expires: 8/11/2021

Re: City of Pharr Events Center – NG Turnkey – Buyboard Contract #597-19

Greetings,

We are pleased to submit the following confirmation of our quote for this project. Holt Power Systems proposes to furnish this equipment at the attached quoted price.

Holt Cat would like to inform you that Caterpillar is a member of Sourcewell, formerly NJPA. This is a purchasing option similar to BuyBoard. Please click this Link for Caterpillar's Sourcewell Contract Info. Member Lookup. If interested in joining Sourcewell and purchasing Caterpillar power generation equipment, click How to become a member.

If Start-up is included, Holt Cat will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls; including automatic transfer switches or paralleling gear on and related to the unit that we supply.

Load bank testing is provided if requested or required by specifications. Holt Cat will arrange for the load banks and the personnel to conduct the test, with fuel being the responsibility of others. **All work is to be conducted during normal Holt working hours (Monday –Friday, 7:30 AM – 4:30 PM, excluding national holidays) unless otherwise stated with in this quotation**. (Please provide at least two-week notification before startups). Additional charges may be added for worked requested to be done outside HPS standard business hours, or holiday. Installation is to be by others.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

List Price $695,772.00

BuyBoard Grand Total $662,640.00

Local, state, sales or taxes, which may be applicable, are not included.

Sales Tax Estimate, if applicable $54,668.00

Quantity	Extended Description
1	EPA STATIONARY CERTIFIED
1	**VOLTAGE INDICATOR 480V (WYE).**
1	**750 EKW W/FAN**
1	**EPA CERT 1.0 GRAM/BHP-HR NOX**
1	80C TEMP RISE OVER 40C AMBIENT
1	CURRENT TRANSF., 1500:5 RATIO
1	STANDBY POWER APPLICATION
1	UL2200 LISTED GENSET
1	G3512 EPA 750 EKW, 1 GR NOX 61
1	**GAS EPG**
1	**WEATHERPROOF ENCLOSURE**
1	EMCP 4.3 CONTROL PANEL
1	CONTROL PANEL MOUNTING -RIGHT
1	VANDAL PROOF PANEL DOOR
1	GEN 1402 FRAME 1BR 440/480 VLT
1	MAIN GENERATOR ENCLOSURE
1	LOW VOLTAGE WIRING
1	SPACE HEATER KIT -GENERATOR 17
1	GROUNDING GP
1	LOCAL NFPA ANNUNCIATOR
1	CUSTOM REMOTE ANNUNC.
1	LOCAL PC MONITORING
1	ETHERNET TELEMATICS
1	**CBK UL 3P 1600A LSIG-P SR**
1	R FRAME CB -RIGHT MOUNT
1	RADIATOR GP 47 SQFT / 4.37 M2
1	JACKET WATER HEATER-240V 9 kW
1	WIRING GP-JW HEATER 31.
1	JWH CONTROL -208/220/240V
1	STANDARD PRESSURE FUEL SYSTEM
1	BATTERY CHARGER 20 AMP
1	CHARGING ALTERNATOR 24V 45 AMP
1	LUBRICATING OIL
1	OIL LEVEL REGULATOR
1	ELECTRIC PRELUBE PUMP AC
1	GAS TRAIN PRESSURE SENSORS-SL
1	RH MOUNTED BARRING GP
1	PGS TEST REPORT @ 0.8 PF
1	GENERATOR TEST REPORT
1	PLAT 5Y 2500HR GEN STNDBY

Qty. 1 **3000A**, Breaker Section w/ ATS Controls, supplied in a NEMA 3R Enclosure

Qty. 1 **Turnkey Installation, See Accessories & Services below for breakdown**

Notes, Clarifications and Exceptions:

- Holt Scope of Supply is limited to those items expressly outlined in this proposal. Should there be any uncertainty in this proposal, please call to clarify

- Plans and Specifications were not provided at the time of pricing. If written specifications become available please notify us so we can modify this proposal
- Commissioning of the generator equipment will match the manufacturer's recommended services and is considered to be complete at the time of the Holt Power Systems startup unless explicitly stated in our proposal. If additional trips are required, those will be charged at the published field service rate for the time and date the service is rendered

Accessories & Turnkey Services Included:

- Soft copy Submittals **(*Current lead times are 2 – 4 weeks)***
    - Hard copy submittals can be provided upon request
    - For general drawings and spec sheets, follow this LINK
- 750kW and Breaker Section will need to be delivered to jobsite
- Offloading of equipment at jobsite
- Concrete pad work will be provided to make way for new 750kW generator and Breaker Section
- Rig in new 750kW and prepare generator for electrical contractor to terminate cables and shore power
- (2) Full days of startup (normal business hours)
    - Commissioning is included and to be performed once equipment is fully installed and prestartup checklist has been completed.
    - Field tech travel is included
- Load Bank Test: 2 hours at no more than 100% load
    - Resistive Only
- O & M and Parts manuals: electronic copy
    - Additional manuals available at $250/ea
- Training will be provided on second day of startup
    - (Videotaping costs are excluded and done by others)
- Protection from damage after delivery
- Cleaning and/or repairs from damage after delivery
- Installation of equipment shipped loose
- Fuel for startup and testing
- Final As-Built drawings stamped by a PE
- Construction and Fuel Tank permits and/or registrations

Accessories & Services NOT Included:

- Infrared Scanning
- Coordination / Arc Flash Studies and Labels
- SCADA / BMS / Fire Alarm Systems
- Independent Testing Agency
- NETA Testing

-HOLT POWER SYSTEMS TERMS & CONDITIONS-

Proposal This proposal is provided to meet the intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist; therefore the above bill of material contains our offer for this project. None other is expressed or implied unless stated in writing.

Pricing This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.

Taxes & Permits This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 2% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.
Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Special Notes It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations are included and Project Manager can assist with coordination to ensure compatibility. Holt Cat will not supply new lugs once submittals are approved and equipment has been ordered.

Fuel Tank Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

Payment Terms Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment. In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed. Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty Caterpillar's standard two (2) year warranty applies for standby applications, unless otherwise noted. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

Cancellation There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

General Clarifications

Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein. This includes any control wiring to and from the generator sets to any automatic transfer switches, paralleling gear or other devices which HPS may or may not supply.

The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.

Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.

All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.

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Holt Power Systems reserves the right to correct any errors or omissions.
Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Cat.

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Testing & Commissioning

If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on

weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

Shipping Delivery of the product unless otherwise stated is by hired independent freight carriers that may require road permitting and other requirements which are outside the responsibility of Holt Cat. Traffic delays and required routing may also delay deliveries. Holt Cat is not responsible for any delays and costs associated with those delays.

Submittals An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

Authorization to proceed with submittals:

Name

Date

Purchase Order Number

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 30909445
Quote Date: 5/4/2021
Quote Expires: 8/4/2021

Re: City of Pharr PD Facility Upgrade – NG Turnkey – Buyboard Contract #597-19

Greetings,

We are pleased to submit the following confirmation of our quote for this project. Holt Power Systems proposes to furnish this equipment at the attached quoted price.

Holt Cat would like to inform you that Caterpillar is a member of Sourcewell, formerly NJPA. This is a purchasing option similar to BuyBoard. Please click this Link for Caterpillar's Sourcewell Contract Info. Member Lookup. If interested in joining Sourcewell and purchasing Caterpillar power generation equipment, click How to become a member.

If Start-up is included, Holt Cat will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls; including automatic transfer switches or paralleling gear on and related to the unit that we supply.

Load bank testing is provided if requested or required by specifications. Holt Cat will arrange for the load banks and the personnel to conduct the test, with fuel being the responsibility of others. **All work is to be conducted during normal Holt working hours (Monday –Friday, 7:30 AM – 4:30 PM, excluding national holidays) unless otherwise stated with in this quotation**. (Please provide at least two-week notification before startups). Additional charges may be added for worked requested to be done outside HPS standard business hours, or holiday. Installation is to be by others.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

List Price $332,771.00

BuyBoard Grand Total $316,920.00

Local, state, sales or taxes, which may be applicable, are not included.

Sales Tax Estimate, if applicable $26,146.00

Quantity	Extended Description
1	EPA CERT FOR EMERGENCY STANDBY
1	**60HZ 208 VOLT**
1	**STANDBY POWER**
1	**300ekW, 60Hz, 1800rpm**
1	**DG300-2 GC EMISSIONS CERT.**
1	ETL EVALUATED TO UL STD
1	STANDARD ELECTRONIC GOVERNOR
1	STANDARD GENERATOR
1	130C TEMP RISE OVER 40C AMB
1	KIT E-GRP AC/DC 4X LED LIGHTS
1	125A LOAD CENTER
1	GFCI OUTLET
1	**NATURAL GAS**
1	GAS REGULATOR
1	**WEATHER PROTECTIVE ENC**
1	WHITE ENCLOSURE
1	EMCP4.2B CONTROL PANEL
1	OVERSIZED WET BATTERY
1	20A BAT. CHARGER – INSTALLED
1	REMOTE EMG STOP BREAK GLASS
1	VOLT FREE CONTACT
1	**100% LSI 1200 A**
1	STD MLCB w/Trps & Aux (d)
1	REMOVE STD BREAKER 1200A
1	AIR CLEANER - DUAL ELEMENT 14
1	AIR FILTER RESTRICT INDICATOR
1	LOCAL ANNUN NFPA99-110/CSA282
1	ANNUNICATOR - FLUSH MNT - QTY1
1	FACTORY TEST 0.8PF

Qty. 1 **2000A**, Open Transition, Service Entrance Rated, Automatic Transfer Switch, 3 pole, 120/208V, 3 Phase, supplied in a NEMA 3R Enclosure

Qty. 1 **Turnkey Installation, See Accessories & Services below for breakdown**

Notes, Clarifications and Exceptions:

- Holt Scope of Supply is limited to those items expressly outlined in this proposal. Should there be any uncertainty in this proposal, please call to clarify
- Plans and Specifications were not provided at the time of pricing. If written specifications become available please notify us so we can modify this proposal
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Accessories & Turnkey Services Included:

- Soft copy Submittals ***(Current lead times are 2 – 4 weeks)***
    - Hard copy submittals can be provided upon request
    - For general drawings and spec sheets, follow this LINK
- 300kW and ATS will need to be delivered to jobsite
- Offloading of equipment at jobsite
- Concrete pad work will be provided to make way for new 300kW generator and ATS
- Rig in new 300kW and prepare generator for electrical contractor to terminate cables and shore power
- (2) Full days of startup (normal business hours)
    - Commissioning is included and to be performed once equipment is fully installed and prestartup checklist has been completed.
    - Field tech travel is included
- Load Bank Test: 2 hours at no more than 100% load
    - Resistive Only
- O & M and Parts manuals: electronic copy
    - Additional manuals available at $250/ea
- Training will be provided on second day of startup
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- Installation of equipment shipped loose
- Fuel for startup and testing
- Final As-Built drawings stamped by a PE
- Construction and Fuel Tank permits and/or registrations

Accessories & Services NOT Included:

- Infrared Scanning
- Coordination / Arc Flash Studies and Labels
- SCADA / BMS / Fire Alarm Systems
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Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
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Submittals An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

Authorization to proceed with submittals:

Name

Date

Purchase Order Number

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 30909445
Quote Date: 5/4/2021
Quote Expires: 8/4/2021

Re: City of Pharr Civic Facility Upgrade – NG Turnkey – Buyboard Contract #597-19

Greetings,

We are pleased to submit the following confirmation of our quote for this project. Holt Power Systems proposes to furnish this equipment at the attached quoted price.

Holt Cat would like to inform you that Caterpillar is a member of Sourcewell, formerly NJPA. This is a purchasing option similar to BuyBoard. Please click this Link for Caterpillar's Sourcewell Contract Info. Member Lookup. If interested in joining Sourcewell and purchasing Caterpillar power generation equipment, click How to become a member.

If Start-up is included, Holt Cat will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls; including automatic transfer switches or paralleling gear on and related to the unit that we supply.

Load bank testing is provided if requested or required by specifications. Holt Cat will arrange for the load banks and the personnel to conduct the test, with fuel being the responsibility of others. **All work is to be conducted during normal Holt working hours (Monday –Friday, 7:30 AM – 4:30 PM, excluding national holidays) unless otherwise stated with in this quotation**. (Please provide at least two-week notification before startups). Additional charges may be added for worked requested to be done outside HPS standard business hours, or holiday. Installation is to be by others.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

List Price $255,203.00

BuyBoard Grand Total $243,050.00

TERP, Local, state, sales or taxes, which may be applicable, are not included.

Sales Tax Estimate, if applicable $20,052.00

Quantity	Extended Description
1	EPA CERT FOR EMERGENCY STANDBY
1	**60HZ 208 VOLT (WYE)**
1	**STANDBY POWER**
1	**60 Hz, 200 kW**
1	**DG200-2 GC EMISSIONS CERT.**
1	ETL EVALUATED TO UL STD
1	STANDARD ELECTRONIC GOVERNOR
1	200-250kW ALTERNATOR UPGRADE
1	105C TEMP RISE OVER 40C AMB
1	KIT E-GRP AC/DC 4X LED LIGHTS
1	125A LOAD CENTER
1	GFCI OUTLET
1	**NATURAL GAS**
1	GAS REGULATOR
1	**WEATHER PROTECTIVE ENC**
1	WHITE ENCLOSURE
1	EMCP4.2B CONTROL PANEL
1	OVERSIZED WET BATTERY
1	20A BAT. CHARGER – INSTALLED
1	REMOTE EMG STOP BREAK GLASS
1	**100% LSI 700A**
1	STD MLCB w/Trps & Aux (c)
1	AIR CLEANER - DUAL ELEMENT 14
1	AIR FILTER RESTRICT INDICATOR
1	LOCAL ANNUN NFPA99-110/CSA282
1	QUANTITY 1
1	ANNUNICATOR - FLUSH MNT - QTY1
1	FACTORY TEST 0.8PF

Qty. 1 **1200A**, Open Transition, Service Entrance Rated, Automatic Transfer Switch, 3 pole, 120/208V, 3 Phase, supplied in a NEMA 3R Enclosure

Qty. 1 **Turnkey Installation, See Accessories & Services below for breakdown**

Notes, Clarifications and Exceptions:

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- Rig in new 300kW and prepare generator for electrical contractor to terminate cables and shore power
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    - Field tech travel is included
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Name

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Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Quote No: 30909445
Quote Date: 5/4/2021
Quote Expires: 8/4/2021

Re: City of Pharr D&R Center Upgrade – NG Turnkey – Buyboard Contract #597-19

Greetings,

We are pleased to submit the following confirmation of our quote for this project. Holt Power Systems proposes to furnish this equipment at the attached quoted price.

Holt Cat would like to inform you that Caterpillar is a member of Sourcewell, formerly NJPA. This is a purchasing option similar to BuyBoard. Please click this Link for Caterpillar's Sourcewell Contract Info. Member Lookup. If interested in joining Sourcewell and purchasing Caterpillar power generation equipment, click How to become a member.

If Start-up is included, Holt Cat will arrange for initial start-up services at no additional charge. These services include a check of wiring continuity, safety shutoffs and controls; including automatic transfer switches or paralleling gear on and related to the unit that we supply.

Load bank testing is provided if requested or required by specifications. Holt Cat will arrange for the load banks and the personnel to conduct the test, with fuel being the responsibility of others. **All work is to be conducted during normal Holt working hours (Monday –Friday, 7:30 AM – 4:30 PM, excluding national holidays) unless otherwise stated with in this quotation**. (Please provide at least two-week notification before startups). Additional charges may be added for worked requested to be done outside HPS standard business hours, or holiday. Installation is to be by others.

Thank you for the opportunity of quoting this project. Holt Power Systems remains at your disposal for any additional information or assistance that you may require.

Sincerely yours,

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

List Price $256,153.00

BuyBoard Grand Total $243,955.00

Local, state, sales or taxes, which may be applicable, are not included.

Sales Tax Estimate, if applicable $20,126.00

Quantity	Extended Description
1	EPA CERT FOR EMERGENCY STANDBY
1	**60HZ 208 VOLT**
1	**STANDBY POWER**
1	**250ekW, 60Hz, 1800rpm**
1	**DG250-2 GC EMISSIONS CERT.**
1	ETL EVALUATED TO UL STD
1	STANDARD ELECTRONIC GOVERNOR
1	STANDARD GENERATOR
1	130C TEMP RISE OVER 40C AMB
1	KIT E-GRP AC/DC 4X LED LIGHTS
1	125A LOAD CENTER
1	GFCI OUTLET
1	**NATURAL GAS**
1	GAS REGULATOR
1	**WEATHER PROTECTIVE ENC**
1	WHITE ENCLOSURE
1	EMCP4.2B CONTROL PANEL
1	OVERSIZED WET BATTERY
1	20A BAT. CHARGER – INSTALLED
1	REMOTE EMG STOP BREAK GLASS
1	**100% LSI 900 A**
1	STD MLCB w/Trps & Aux (d)
1	REMOVE STD BREAKER 1200A
1	AIR CLEANER - DUAL ELEMENT 14
1	AIR FILTER RESTRICT INDICATOR
1	LOCAL ANNUN NFPA99-110/CSA282
1	QUANTITY 1
1	ANNUNICATOR - FLUSH MNT - QTY1
1	FACTORY TEST 0.8PF

Qty. 1 **600A**, Open Transition, Service Entrance Rated, Automatic Transfer Switch, 3 pole, 120/208V, 3 Phase, supplied in a NEMA 3R Enclosure

Qty. 1 **400A**, Open Transition, Service Entrance Rated, Automatic Transfer Switch, 3 pole, 120/208V, 3 Phase, supplied in a NEMA 3R Enclosure

Qty. 1 **Turnkey Installation, See Accessories & Services below for breakdown**

Notes, Clarifications and Exceptions:

- Holt Scope of Supply is limited to those items expressly outlined in this proposal. Should there be any uncertainty in this proposal, please call to clarify
- Plans and Specifications were not provided at the time of pricing. If written specifications become available please notify us so we can modify this proposal
- Commissioning of the generator equipment will match the manufacturer's recommended services and is considered to be complete at the time of the Holt Power Systems startup unless explicitly stated in our proposal. If additional trips

are required, those will be charged at the published field service rate for the time and date the service is rendered

Accessories & Turnkey Services Included:

- Soft copy Submittals **(*Current lead times are 2 – 4 weeks)***
    - Hard copy submittals can be provided upon request
    - For general drawings and spec sheets, follow this LINK
- 250kW and ATSs will need to be delivered to jobsite
- Offloading of equipment at jobsite
- Concrete pad work will be provided to make way for new 250kW generator and ATS
- Rig in new 250kW and prepare generator for electrical contractor to terminate cables and shore power
- (2) Full days of startup (normal business hours)
    - Commissioning is included and to be performed once equipment is fully installed and prestartup checklist has been completed.
    - Field tech travel is included
- Load Bank Test: 2 hours at no more than 100% load
    - Resistive Only
- O & M and Parts manuals: electronic copy
    - Additional manuals available at $250/ea
- Training will be provided on second day of startup
    - (Videotaping costs are excluded and done by others)
- Protection from damage after delivery
- Cleaning and/or repairs from damage after delivery
- Installation of equipment shipped loose
- Fuel for startup and testing
- Final As-Built drawings stamped by a PE
- Construction and Fuel Tank permits and/or registrations

Accessories & Services NOT Included:

- Infrared Scanning
- Coordination / Arc Flash Studies and Labels
- SCADA / BMS / Fire Alarm Systems
- Independent Testing Agency
- NETA Testing

-HOLT POWER SYSTEMS TERMS & CONDITIONS-

Proposal This proposal is provided to meet the intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist; therefore the above bill of material contains our offer for this project. None other is expressed or implied unless stated in writing.

Pricing This Proposal is valid for 30 days from the date of proposal unless specifically noted otherwise.

Taxes & Permits This Proposal excludes any local, state and TERP applicable sales taxes, permits and licensing. Taxes, unless otherwise stated are not included in our Proposal. Note that a 2% additional charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required. No permits are included in this proposal unless specified in the preceding proposal.

Lead Time Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
The quoted lead-times are standard from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.
Note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.

Special Notes It is the responsibility of the customer to verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations are included and Project Manager can assist with coordination to ensure compatibility. Holt Cat will not supply new lugs once submittals are approved and equipment has been ordered.

Fuel Tank Changes occur at the municipal level in regard to fire code requirements. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. Responsibility for local code compliance is with the specifying engineer and those responsible for the permits for the project.

Payment Terms Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment. In cases where retainage is required, a maximum of 10% retainage will be allowed. The balance of retainage is due after startup-up/ commissioning services of equipment provided by Holt Cat is completed. Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

Warranty Caterpillar's standard two (2) year warranty applies for standby applications, unless otherwise noted. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.

Cancellation There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.

General Clarifications

Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.

This includes any control wiring to and from the generator sets to any automatic transfer switches, paralleling gear or other devices which HPS may or may not supply.

The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.

Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. HPS product support service group can provide a quote to the end user of this equipment for those services under a separate proposal.

All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.

Third party electrical testing and certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material not specifically included in the preceding quotation, is not included in this proposal.

Holt Power Systems reserves the right to correct any errors or omissions.
Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Cat.

Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.

Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by HPS.

Testing & Commissioning

If included in the proposal, all on-site startup/ commissioning, testing and training will be performed Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Additional charges may be added for work requested to be done outside HPS's standard business hours, on weekends, or holiday. For those instances, standard overtime rates will apply. All permits are to be by others.

Shipping Delivery of the product unless otherwise stated is by hired independent freight carriers that may require road permitting and other requirements which are outside the responsibility of Holt Cat. Traffic delays and required routing may also delay deliveries. Holt Cat is not responsible for any delays and costs associated with those delays.

Submittals An order for the equipment covered by this proposal will be accepted on a "Hold for Submittal Release" basis. The order will not be released and scheduled for production until written approval to proceed is received in HPS's office.

Authorization to proceed with submittals:

Name

Date

Purchase Order Number

Richard de los Santos
Power Systems – Sales Engineer
Cell: 210-763-2278
Richard.delosSantos@HoltCat.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.G.
DATE SUBMITTED: June 3, 2021
MEETING DATE: June 7, 2021

FROM: Pilar Rodriguez, Director

DEPARTMENT: Public Works

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on award of a Supply Contract for the purchase and delivery of safety work boots and shoes to Casco Industries out of La Porte, TX

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

Issue: The City of Pharr purchases safety boots and shoes annually for staff members that are subject to adverse working condition in the field where foot protection is necessary. The Public Works, Public Utilities and Parks Department are the primary issuers of personal protection equipment that includes foot protection. This supply contract will be for standardized foot protection that meets the necessary safety requirements for issuance to staff.

Fiscal Consideration: No additional fiscal consideration is necessary as these items are budgeted.

Staff Recommendation: Based on review by this office, staff recommends award of a supply contract to the lowest, responsive and responsible bidder Casco Industries for Items 1, 2, 3, 4, 5, 6 & 7.

Alternatives: Continue to procure safety boots and shoes on an as needed basis.

Exclude Material from Public Packet? No
Reason: Not applicable

ROUTING:

Pilar Rodriguez	Created/Initiated - 6/3/2021
Pilar Rodriguez	Approved - 6/3/2021
Ignacio Amezcua	Approved - 6/3/2021
Karla Saavedra	Approved - 6/3/2021
Patricia Rigney	Approved - 6/3/2021
Hilda Pedraza	Approved - 6/3/2021
City Management Office	New - 1/1/1900

Pharr Purchasing

CITY OF PHARR
BID OPENING: MAY 18, 2021 AT 3:00 P.M.
LOCATION: City Commission Rm 2nd Floor
SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF SAFETY WORK BOOTS & SHOES
PROJECT NO.: 2021-01-517-SP001-078

PARTICIPATING BIDDERS:			CASCO INDUSTRIES La Porte, TX	BARNEY'S, INC, Lafayette, LA				MISSION WESTERN WEAR, Mission, TX
No.	DESCRIPTION	UOM	UNIT PRICE (1 PAIR)	UNIT PRICE (1 PAIR)	UNIT PRICE (2-5 PAIRS)	UNIT PRICE (6-11 PAIRS)	UNIT PRICE (12 OR MORE PAIRS)	UNIT PRICE (1 PAIR)
1	Men's 8" Lace Up Work Boot, Size: 8-14	Ea	$72.00	$98.33	$84.00	$81.25	$78.00	N/B
2	Men's 10" Pull On Work Boot, Size: 7-15	Ea	$128.00	$159.44	$145.11	$142.36	$139.11	$130.00
3	Men's Athletic Work Shoe, Size: 4-15, Extra Wide 7-15	Ea	$63.00	$89.24	$74.91	$72.16	$68.91	$115.00
4	Women's 8" Lace Up Work Boot, Size: 8-14	Ea	$72.00	$98.33	$84.00	$81.25	$78.00	N/B
5	Women's 10" Pull On Work Boot, Size: 7-15	Ea	$128.00	$159.44	$145.11	$142.36	$139.11	N/B
6	Women's Athletic Work Shoe, Size: 5-15 Extra Wide 7-15	Ea	$63.00	$89.24	$74.91	$72.16	$68.91	$120.00
7	8 Inch Tactical Boot Size: 4-15	Ea	$91.00	$119.13	$104.80	$102.05	$98.80	$139.00
	ADDENDUM #1		YES	NO				YES
	ELECTRONIC BID SUBMITTED		YES	YES	YES	YES	YES	NO

Pharr
Public Works

DATE: May 20, 2021

TO: Ignacio Amezcua, Purchasing Director

FROM: Pilar Rodriguez, PE, Interim Director of Public Works

SUBJECT: Project 2021-01-517-SP001-078

Supply Contract for the Purchase and Delivery of Safety Work Boots & Shoes

I have reviewed the bid tabulation for the subject supply contract and recommend award of Item Numbers 1, 2, 3, 4, 5, 6 & 7 to the lowest, responsive and responsible bidder **Casco Industries** out of La Port, Texas.

If you should have any questions or require additional information, please feel free to contact me.

cc: Sergio Alanis, Director of Parks & Recreation
Ruben Rosales, Director of Public Utilities
Luis Marin, Interim Assistant Director of Public Works

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.H.
DATE SUBMITTED: June 4, 2021
MEETING DATE: June 7, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Agreement with the City of San Juan for use of the City of Pharr's 20 Cubic Yard Grapple Loader and Heavy Equipment Operator.

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

Issue: loner

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: dis approve the interlocal

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

ROUTING:

Edward Wylie	Created/Initiated - 6/4/2021
Patricia Rigney	Approved - 6/4/2021
City Management Office	New - 1/1/1900

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PHARR AND
THE CITY OF SAN JUAN FOR USE OF CITY OF PHARR'S BRUSH
PICKUP UNIT

THIS Agreement is made on this the _____day of **June 2021**, by and between the **CITY OF PHARR, TEXAS,** hereinafter referred to as "Pharr", and the **CITY OF SAN JUAN, TEXAS,** hereinafter referred to as "San Juan", pursuant to the provisions of the Texas interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Pharr and San Juan are home rule municipalities located in Hidalgo County, Texas; and

WHEREAS, Pharr owns a 20 cubic yard Grapple Loader; and

WHEREAS, Pharr and San Juan, are each responsible for the maintenance of public roadways within their boundaries; and

WHEREAS, San Juan does not own a Grapple Loader capable of conducting brush pick up; and

WHEREAS, Pharr and San Juan agree that conducting brush pick up is a common interest of both parties and will benefit the Citizens of Pharr and San Juan by ensuring brush is cleared off roadways and properties; and

WHEREAS, Pharr finds it in the best interest of the City of Pharr to enter this interlocal agreement for the purpose of allowing the San Juan to use its Grapple Loader for brush pick up; and

NOW, THEREFORE, Pharr and San Juan in consideration of the mutual covenants expressed above, agree between each other as follows:

1. **Purpose**: The Purpose of this interlocal agreement (hereafter "Agreement") is the provision of equipment by Pharr to San Juan whereby, subject to the terms and condition specified below, Pharr will provide equipment, specifically, a Brush Unit for use by San Juan.

2. **Term:** This agreement shall be effective from the date the last party signed this Agreement for one year or through written mutual agreement of both parties.

3. **Cost:** The rental rate for the 20 cubic yard grapple loader is $53.22 per hour. The rate for the Heavy Equipment Operator for the Unit is $20.72 per hour.

4. **Loan of the Brush Unit**

a. San Juan shall provide Pharr a written request, via e-mail to the Director of Public Works (who?) at least seventy-two (72) hours requesting the use of the Brush unit. Pharr shall have the sole determination whether the Brush Unit is available for use by San Juan.

b. The Brush Unit should be in good working condition and Pharr shall disclose any known problems the Brush Unit may have in performing any task. Prior to issuance of the Brush unit, a pre-trip inspection for potential maintenance problems will be preformed by Pharr. Also, both parties will complete a pre-aesthetic assessment. San Juan shall be responsible for all certification, and insurance necessary for the proper operations of the Brush Unit.

c. San Juan agrees to maintain and return the Brush Unit in as good condition as it was when San Juan took Possession for use. San Juan shall return the Brush Unit completely fueled and in clean condition to Pharr at the designated storage area in a timely manner and as mutually agreed upon.

d. San Juan shall be responsible for all work-related property damage, personal injury or death caused by a San Juan city employee arising out of the possession or use of the Brush Unit during the term of this agreement.

e. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, or shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of government powers and functions, and that the articles of this Agreement are a governmental function. By entering into this Agreement, the parties do not intend to create obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

f. The Parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party.

g. To the extent allowed by law, San Juan shall defend, hold harmless, and indemnify Pharr against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of San Juan during the use of the Grapple Loader.

5. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Pharr and San Juan, and not otherwise.

8. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr: City of Pharr
Attention: Mayor Ambrosio "Amos" Hernandez
P. 0. Box 1729
Pharr, TX 78577-1632

If to San Juan: City of San Juan
Attention: Mayor Mario Garza
709 South Nebraska
San Juan, Texas 78589

With a copy to: Benjamin Arjona
San Juan City Manager
709 South Nebraska

San Juan, Texas 78589

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. **Assignment.** This Agreement shall not be assignable.

13. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

15. **Authority to Execute.** The execution and performance of this Agreement by Pharr and San Juan have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Pharr and San Juan in accordance with its terms.

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

17. **Commitment of Current Revenues** Only in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the **parties** hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

18. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF SAN JUAN

BY: _____
Mario Garza, Mayor

ATTEST:

BY: _____
Diana Cavazos, City Secretary

THE CITY OF PHARR

BY: _____
Ambrosio "Amos" Hernandez, Mayor

ATTEST:

BY: _____
Hilda Pedraza, City Clerk