



**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, DECEMBER 6, 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. 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.*

3. 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.

4. 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. (ENGINEERING)

AGENDA REGULAR MEETING
December 6, 2021

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

A) Approval of minutes for September 20, 2021 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to advertise for bids for the Fir Avenue Paving Improvements. (ENGINEERING)

C) Consideration and action, if any, on agreement between the University of North Texas at Dallas and the City of Pharr in creating a Texas First Responder Peer Network Director position that will be paid for by the University of North Texas at Dallas. (POLICE)

D) Consideration and action, if any, on request from St. Frances Xavier Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe walk on Sunday, December 12, 2021 from 1:00 pm to 3:00 pm.
(ADMINISTRATION)

E) Consideration and action, if any, on request from RGV Enterprises, LLC for closure of E. Juarez Street between Cage Blvd. and alley for their Toy Drive on Saturday, December 18, 2021 from 11:00 a.m. to 5:00 p.m.
(ADMINISTRATION)

F) Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance. **(3rd and Final Reading)** (HR)

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

1. 956 Nightlife, LLC., d/b/a La Toxica Bar & Grill, has filed with the Planning and Zoning Commission a request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.09 acres, more or less, out of lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road. **CUP#211064** (DEVELOPMENT SERVICES)

AGENDA REGULAR MEETING
December 6, 2021

2. Sr. Cruda Ceviche and Micheladas, LLC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1501 South Cage Boulevard Suite A. **CUP#211065** (DEVELOPMENT SERVICES)

3. Rio Delta Engineering, representing 6 MLD, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 10.57 acres tract of land, more or less, same being out of the south 24.19 acres, Block 4, Lot 5, A.J. McColl Subdivision Pharr, Hidalgo County, Texas. The property is physically located within the 2000 Block of West Eldora Road. **COZ#211067** (DEVELOPMENT SERVICES)

4. Auto Diagnostic Center, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Neighborhood Commercial District (N-C). The property is legally described as being all of Lot 2, La Alameda Subdivision, Pharr, Hidalgo County, Texas. The property is physically located 101 West Daffodil Avenue. **COZ#211068** (DEVELOPMENT SERVICES)

5. Florinda Hernandez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being 1 acre, more or less, out of Lot 147, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 415 East Ferguson Avenue. **COZ#211059** (DEVELOPMENT SERVICES)

6. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. **CUP#131046** (DEVELOPMENT SERVICES)

7. Big River Brewery, LLC 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 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314** (DEVELOPMENT SERVICES)

H) PLATS:

1. Spoor Engineering Consultants, Inc., representing Jorge Gonzalez, President of Dream Homes by J & J real Estates Co. a Texas corporation, is requesting final plat approval of the proposed Arnold Acres Subdivision. The property is legally described as being a 11.56 acre tract of land out of the West 12.5 acres of Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 Block of West Nolana Loop (FM 3461). **SUB#210412** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance O-2021-57 relating to the number of authorized civil service positions within the Fire and Police Departments. **(1st Reading)**

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-15 for the establishment and administration of Records Management Program. **(Adoption on 1st Reading)** (GMCD)

C) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Twin Span Bridge, CSJ: 0921-02-479. (ENGINEERING)

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

E) Consideration and action, if any, on Resolution authorizing City of Pharr expenditures reimbursement itself from the proceeds of one or more tax-exempt financing for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain capital improvements. (FINANCE)

7. PURCHASING:

A) Consideration and action, if any, on the purchase of traffic control devices for Fire Stations 1, 2, 3 & 4 from Consolidated Traffic Controls, Inc., utilizing HGAC cooperative purchasing contract PE-05-21 in the amount of \$60,555.25. (FIRE)

B) Consideration and action, if any, authorizing City Manager to purchase datacenter fiber equipment for the citywide Fiber Project from Graybar, Inc, out of Fort Worth, TX, through OMNIA Cooperative Contract #EV2370 in an amount not to exceed \$353,312.65. (IT)

C) Consideration and action, if any, authorizing City Manager to award proposal for the FY 2021-2022 Capital Lease Financing to US Bancorp Government Leasing & Finance, Inc. (FINANCE)

D) Consideration and action, if any, on the purchase of Christmas Decorations for the City from Arnett Marketing, LLC out of San, Antonio, Texas through BUYBOARD #643-21 contract number not to exceed \$150,000. (PARKS)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal Agreement between the City of Pharr and the Hidalgo County Sheriff's Department for the reassignment of two (2) Skycop towers to the Pharr Police Department. (POLICE)

B) Consideration and action, if any, authorizing City Manager to renew a three (3) year Enterprise Agreement with Microsoft through SHI Government Solutions, Inc. using Texas DIR Cooperative Contract #DIR-TSO-4092 for citywide Office 365 email and software services, in the amount of \$112,248.36. (IT)

C) Consideration and action, if any, authorizing City Manager to approve the proposal from World City out of Miami, Florida as Sole Source vendor for the 2021 Pharr Trade Numbers Publication in the amount of \$65,500. (BRIDGE)

D) Consideration and action, if any, authorizing City Manager to amend the contract with Millenium Engineers Group, in the amount of \$21,958.43 for additional construction material testing services for the FY15 DAP Northbound Lanes & 2nd BSIF Exit. (ENGINEERING)

E) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Investment Grade Audit to create an Energy Conservation Improvement Program to completely fund Capital Improvement for Smart Water Meters. (ADMINISTRATION)

F) Consideration and action, if any, authorizing the City Manager to enter into an agreement with Laser Spectacles, Inc., to provide a laser light show for the New Year's Eve Ball Drop on December 31, 2021, in the amount of \$9,887.00. (FIRE)

G) Consideration and action, if any, on 3rd Amended and Reinstated Interlocal Agreement between the City of Pharr and the Hidalgo County Regional Mobility Authority. (ADMINISTRATION)

H) Consideration and action, if any, on PEDC II and Lone Star National Bank Line of Credit Renewal. (PEDC II)

I) Consideration and action, if any, on approval of the Loan Agreement between the Pharr Economic Development Corporation II and Lone Star National Bank; approving and authorizing all other documents related thereto. (PEDC II)

J) Consideration and action, if any, on Project Artic. (PEDC II)

K) Consideration and action, if any, on Project Cip. (PEDC II)

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

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.

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 3rd day of December 2021 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 3rd day of December 2021.

Hilda Pedraza

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: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: December 6, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

(* 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 #: 4.A.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 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

Omar Anzaldua

City Management Office

Created/Initiated - 12/3/2021

Approved - 12/3/2021

New - 1/1/1900



Report on Capital Improvement Project Activity December 2021

City Engineer - Omar Anzaldua Jr., PE, CFM, PMP, CCM
Monday, December 06, 2021



Pharr
Engineering



CIP MEETING



Construction

1. Bridge Facility Expansion Phase II (NTP 02/15/2021)
2. Northside Community Center (NTP 12/02/2020)
3. Aquatic Facility (NTP 11/01/2019)
4. Bridge Northbound Lane Expansion and 2nd BSIF Exit (NTP 09/08/2020)
5. Lift Station No. 30 (BO 02/02/21)
6. WWTP Oxidation Ditch No. 2 and Electrical Improvements Project Phase I (NTP 10/19/2020)
7. Various Parking Lot Improvements (NTP? 01/19/2021)
8. Javelina Drive Monument Signs (NTP? 06/08/2021)
9. Single Machine Repaving Project Year 6 (BO 11/09/2021)



Pharr
Engineering



OVERVIEW

Architect: The Warren Group Architects, Inc.
Contractor: International Consulting Engineers
CM: Easton Acquisitions, Inc.
Notice to Proceed: Feb. 15, 2021
Contract Time: 120 + 35 (ETC July 20, 2021)
SC:
FC: 184 (118.71%)
Time to Date: 294 (189.68%)
Contract Amount: \$598,000.00
Change Orders: \$58,562.00
Current Contract: \$656,562.00
Placed to Date: \$491,070.00 (74.79%)
Description: The project generally consists of additional improvements that include parking, southwest entrance, curtain wall, fence, roof, exterior lighting, and exterior finish. Location is at 9901 S. Cage Blvd.
Status: A final walk-thru was conducted on August 18, 2021.
Next Step: Finish punch list and close-out project.



Bridge Facility Expansion Phase II (1/1)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.
Contractor: Davila Construction, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Dec. 2, 2020
Contract Time: 273 (ETC Aug. 31, 2021)
Time to Date: 369 (135.16%)
Contract Amount: \$7,500,000.00
Change Orders: \$0.00
Current Contract: \$7,500,000.00
Placed to Date: \$6,014,353.05 (80.19%)

Description: The project generally consists of a new 12,990 sq. ft. community center that will house a lecture hall and computer lab, a French garden with reflective pool and walking trail, and an amphitheater. The location is at 1121 E. Nolana Lp.

Status: Flatwork around reflective pool is near completion, as well as the structural footings for the amphitheater seating area.

Next Step: Continue construction within the building envelope, amphitheater, and reflective pool.



11-29-2021



Northside Community Center (1/2)



Pharr
Engineering



CONSTRUCTION



Nov 29, 2021 at 3:02:34 PM
1092-1282 E Nolana Loop
Pharr TX 78577
United States

Lecture Hall



Nov 29, 2021 at 3:00:32 PM
1002 E Nolana Loop
Pharr TX 78577
United States

Lobby



Nov 29, 2021 at 3:02:20 PM
1029-1239 E Nolana Loop
Pharr TX 78577
United States

Lecture Hall



Nov 29, 2021 at 3:00:42 PM
903-1027 E Nolana Loop
Pharr TX 78577
United States

Reception

11-29-2021

Northside Community Center (2/2)



Pharr
Engineering



CONSTRUCTION

Architect: The Warren Group Architects, Inc.
Contractor: D. Wilson Const. Co.
CM: Easton Acquisitions, Inc.
Notice to Proceed: Nov. 1, 2019
Contract Time: 550 + 60 + 101 (ETC
October 2021)
Time to Date: 766 (107.74%)
Contract Amount: \$23,165,208.00
Change Orders: \$231,226.59
Current Contract: \$23,396,434.59
Placed to Date: \$22,738,719.05 (97.19%)

Description: The project generally consists of approximately 72,796 sq. ft. of new aquatic facility with an alternate second level build out of 1,212 sq. ft. Features include a 50-meter competition pool, diving pool, and spectator seating. The project also includes site work, landscaping, and irrigation. The location is at 3001 N. Cage Blvd.

Status: Contractor continues work within the building envelope. Deficiencies in the competition pool are being corrected for positive drainage. Asphalt was laid on the north parking lot.

Next Step: Continue parking lot improvements and detail work inside of building.



Aquatic Facility (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: **TEDSI Infrastructure Group, Inc.**
Contractor: **International Consulting Engineers**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **Sept. 8, 2020**
Contract Time: **545 + 26 (ETC April 02, 2022)**
Time to Date: **454 (79.51%)**
Contract Amount: **\$7,463,934.37**
Change Orders: **\$268,930.45**
Current Contract: **\$7,732,864.83**
Placed to Date: **\$ 4,161,485.95 (53.82%)**

Description: The Northbound Lanes generally consists of constructing two (2) additional northbound lanes and super wide load north roadway. The 2nd BSIF Exit generally consists of constructing two (2) new exit truck lanes to the BSIF facility. Improvements also include primary and secondary inspection booths, canopies, and reshaping & regrading of a drain ditch.

Status: Contractor continues work at the 2nd BSIF Facility.

Next Step: Continue construction within the footprint of the Northbound Lanes Project Site and the 2nd BSIF Facility.



*Bridge Northbound Lane Expansion and
2nd BSIF Exit (1/1)*

CONSTRUCTION



Pharr
Engineering



Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 153 (127.50%)
Contract Amount: \$1,494,704.00
Change Orders: \$0.00
Current Contract: \$1,494,704.00
Placed to Date: \$213,567.60 (14.29%)
Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.
Status: Wet well foundation was poured, the fiberglass wet well was installed, and compaction was completed.
Next Step: Contractor will be installing the line on the north side of Dicker Road, along the irrigation ditch.



11-29-2021

Lift Station No. 30 (1/1)

Engineer: **Carollo Engineers, Inc.**
Contractor: **Ferguson Service Systems, Inc.**
CM: **Brownstone Consultants, LLC**
Notice to Proceed: **Oct. 19, 2020**
Contract Time: **300 + 50 (ETC Oct. 03, 2021)**

Time to Date: **413 (118.00%)**
Contract Amount: **\$1,065,000.00**
Change Orders: **\$2,500.00**
Current Contract: **\$1,067,500.00**
Placed to Date: **\$468,978.55 (22.29%)**

Description: The project generally consists of constructing a new WWTP digester area motor control center and replacement of the existing digester area MCC. The project is located at 2400 S. Veterans Blvd.

Status: Completed work includes, underground electrical duct banks and MCC Building. Electrical improvements from the existing electrical building to the MCC building continues.

Next Step: The plant shut down is being coordinated



WWTP Oxidation Ditch No. 2 and Electrical Improvements Phase I (1/1) **CONSTRUCTION**



Pharr
Engineering



Architect: City of Pharr
Contractor: RDH Site & Concrete, LLC
CM: City of Pharr
Notice to Proceed: May 4, 2021
Contract Time: 90 + 74 (ETC Oct. 15, 2021)
Time to Date: 216 (131.71%)
Contract Amount: \$616,150.50
Change Orders: \$179,187.50
Current Contract: \$795,338.00
Placed to Date: \$372,735.75 (46.87%)
Description: The project generally consists of constructing various new parking lot facilities at a) 202 S. Aster St., b) 1000 E. Eldora Rd., c) 106 N. Cage Blvd., d) 906 E. Sam Houston Ave., and e) 1900 S. Cage Blvd.

Status: Dr. Long Parking Lot Expansion is complete, pending asphalt on Eldora Road. Work has started on the parking lots at Sam Houston and Police Department, as well as sidewalk at Witten Park.

Next Step: Begin working on parking lot on Moore.

Dr. Long Parking Lot Expansion



11-29-2021

Various Parking Lot Improvements (1/2)



Pharr
Engineering



CONSTRUCTION

Sam Houston Parking Lot



11-17-2021

PD Parking Lot Expansion



12-01-2021

Various Parking Lot Improvements (2/2)



Pharr
Engineering



CONSTRUCTION

Architect: Alvarado Architects & Associates, Inc.

Contractor: Facility Solutions Group

CM: City of Pharr

Notice to Proceed: July 26, 2021

Contract Time: 90 (ETC Oct. 24, 2021)

Time to Date: 133 (147.78%)

Contract Amount: \$124,330

Change Orders: \$0.00

Current Contract: \$124,330

Placed to Date: \$0 (50%)

Description: The project generally consists of new monument signs at the two east corners of S. Cage Blvd. and E. Javelina Dr.

Status: Project is complete.

Next Step: Connect electricity to the signs and begin project close-out process.



Javelina Drive Monument Signs (1/1)

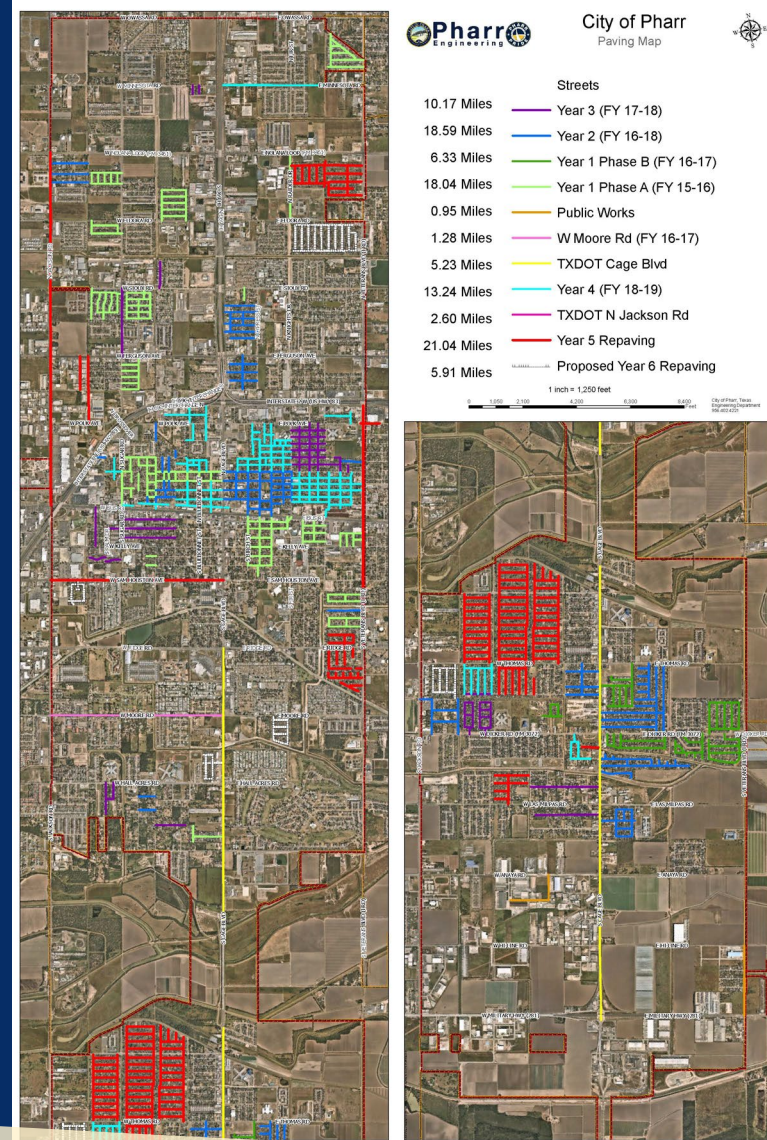


Pharr
Engineering



CONSTRUCTION

Engineer: **City of Pharr**
Contractor: **Cutler Repaving, Inc.**
CM: **City of Pharr**
Notice to Proceed: **TBD**
Contract Time: **262 (ETC Oct. 24, 2021)**
Time to Date: **0 (0%)**
Contract Amount: **\$1,489,022.84**
Change Orders: **\$0.00**
Current Contract: **\$1,489,022.84**
Placed to Date: **\$0 (0%)**
Description: In Year 6, approximately 5.91 miles of street in north, central, and south Pharr will be repaved.
Status: The project was awarded at the CC Regular Meeting on November 15, 2021. Contract documents are being executed.
Next Step: Once contract documents are executed, the pre-construction meeting will be held.



Single Machine Repaving Project Year 6 (1/1)



DEPARTMENT MISSION STATEMENT

“To enhance health, safety and welfare in the City by providing economical, responsive and effective professional engineering and architectural services.”



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Approval of minutes for September 20, 2021 Regular Called Meeting.

Classification: Consent

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

Issue: Minutes for meeting held on Monday, September 20, 2021

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 12/3/2021
Approved - 12/3/2021
Final Approval - 12/3/2021

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, SEPTEMBER 20, 2021
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, September 20, 2021 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto “Bobby” Carrillo
Comm. Ramiro Caballero
Mayor Pro Tem 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
Annie Reeves, Assistant City Manager
Imelda Barrera, Assistant City Clerk
Omar Anzaldua, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Andrew Harvey, Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Interim Dev. Svcs. Director
Olga Garza, Public Works Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Kenneth Ennis, Public Safety Comm. Dir.
Michelle Lopez, Chief Comm. Officer
Melanie Cano, O.S.E. Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

MINUTES: REGULAR CALLED MEETING
September 20, 2021

Mayor Hernandez called the meeting to order at 4:01 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION (ADMINISTRATION)

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING JOYCE MITCHEL VAUGHN DAY

Sergio Alanis, Parks & Recreation Director, briefly stated the pickleball program was one of the fastest growing sports in the Rio Grande Valley and has become an integral part of our community. He stated this program was an idea brought to the City of Pharr community by Joyce Mitchel Vaughan and now was offered to our citizens to participate.

Joyce Mitchell Vaughan thanked the City Commission for the recognition and stated she was grateful for the opportunity to provide an enjoyable and active sport to the community.

At this time, Mayor Hernandez read proclamation proclaiming September 20, 2021 as Joyce Mitchell Vaughan Day and presented proclamation to Ms. Vaughan.

ITEM 3. PUBLIC TESTIMONY

Arthur Flores signed up to speak on Item 6.D. but concerns were not related to the agenda item.

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) SUBMISSION OF PROPERTY TAX COLLECTION REPORT FOR AUGUST 2021

Ed Wylie, Interim City Manager, introduced the item. He briefly stated current tax collections were up 0.29% and delinquent tax collections had an increase of 6.42% compared to last year.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR SEPTEMBER 2021

Ed Wylie, Interim City Manager, introduced the item. He briefly reported the City of Pharr had an increase of 22.99% true growth year-to-date compared to last year and 17.85% compared to September 2020.

At this time, Patricia Rigney, City Attorney, introduced Kriselda Hinojosa, Pharr Assistant City Attorney and announced Ms. Hinojosa has been appointed as Associate Judge for Title IV-D the Master Court in Hidalgo County. Mayor and Commissioners congratulated her on her appointment.

ITEM 6. CONSENT AGENDA

- A) CONSIDERATION AND ACTION, IF ANY, ON STREET CLOSURE REQUEST FROM ST. ANNE MOTHER OF MARY CHURCH FOR THEIR CHURCH FESTIVAL ON SATURDAY, NOVEMBER 6, 2021 FROM 4:00 P.M. TO 10:00 P.M. (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ALLOWING PSJA ISD TO CONDUCT ROAD CLOSURES FOR THE 2021 PSJA ISD TRI-CITY MARCHING BAND FESTIVAL (POLICE)**
- C) CONSIDERATION AND ACTION, IF ANY, ON STREET CLOSURE REQUEST FROM RICK'S QUICK STOP FOR THEIR ANNUAL CUSTOMER APPRECIATION DAY ON NOVEMBER 20, 2021 FROM 3:00 P.M. TO 6:00 P.M. (ADMINISTRATION)**
- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION FOR FY 2022 BORDER ZONE FIRE DEPARTMENT GRANT (FIRE)**
- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO REJECT SOLE BID AND ADVERTISE TO RE-BID FOR THE PURCHASE OF REINFORCED CONCRETE PIPE, MANHOLES, AND INLETS FOR PUBLIC WORKS (PUBLIC WORKS)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. ANGEL VILLARREAL AND MARIA C. VILLARREAL, REPRESENTING VIGA RESTAURANTS, INC., D/B/A VILLA DEL MAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING**

LOT A, PROVIDENCE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6400 SOUTH CAGE BOULEVARD, SUITES A & B. CUP#110757 (DEVELOPMENT SERVICES)

- 2. MACUMBA PARADISE, LLC, , D/B/A LA CABAÑA SINALOENSE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.102 ACRES, MORE OR LESS, OUT OF LOT 97, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1209 EAST NOLANA LOOP. CUP#160736 (DEVELOPMENT SERVICES)**
- 3. RED ROBIN RESTAURANT REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PARADISE COMMERCIAL PARK PHASE II SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 409 SOUTH JACKSON ROAD. CUP#030747 (DEVELOPMENT SERVICES)**

PLATS:

- 1. SALINAS ENGINEERING & ASSOCIATES, REPRESENTING AGUSTIN AND MARIA LUISA R. CARRILLO, OWNERS, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED THE GIFT SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.52 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE W150.0' OF THE E640.8' OF THE S150.0' OF THE N358.67' OF LOT 348, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 152 WEST SIESTA STREET. SUB#200619 (DEVELOPMENT SERVICES)**
- 2. PEREZ CONSULTING ENGINEERS, REPRESENTING THE CITY OF PHARR, REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED CITY OF PHARR NORTH SIDE AQUATIC CENTER SUBDIVISION PHASE I. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A TRACT OF LAND CONTAINING 9.49 ACRES OF LAND AND ALSO BEING A PART OF LOT 133, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3000 BLOCK OF NORTH IH 69 C. SUB#190616 (DEVELOPMENT SERVICES)**

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

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

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

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

The time being 4:19 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 11. RECONVENE

The time being 5:28 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE VII, SECTION 1.70, A(7), TO THE CODE OF ORDINANCES (3RD AND FINAL READING) (DEVELOPMENT SERVICES)

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-2021-49 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE SETTING SPEED LIMITS ON SAM HOUSTON BOULEVARD (2ND READING) (ENGINEERING)

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, ON ORDINANCE AMENDING ORDINANCE NO. O-78-39, SPEED LIMITS ON VETERANS BOULEVARD ("I" ROAD) FOR THE SEGMENT BETWEEN OWASSA ROAD AND JAVELINA DRIVE (2ND READING) (ENGINEERING)

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

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

D) CONSIDERATION AND ACTION, 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 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-2021-50 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION , IF ANY, ON ORDINANCE ADOPTING TAX RATE FOR FY 2021-2022 (ADOPTION ON 1ST READING) (FINANCE)

Ed Wylie, Interim City Manager, introduced the item and recommended adopting the City of Pharr tax rate for 2021-2022.

Comm. Medina **moved** that the property tax rate be increased by the adoption of a tax rate of .7176¢ which is effectively a 1.92% increase in the tax rate. Comm. Chavez seconded the motion.

Roll call vote was requested and all voted aye Mayor Hernandez, Mayor Pro Tem Daniel Chavez, Comm. Eleazar Guajardo, Comm. Roberto "Bobby" Carrillo, Comm. Ramiro Caballero, Comm. Ricardo Medina, and Comm. Itza Flores.

Ordinance No. O-2021-51 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ADOPTING AND APPROVING BUDGET FOR YEAR BEGINNING OCTOBER 1, 2021 ENDING SEPTEMBER 30, 2022 (ADOPTION ON 1ST READING) (FINANCE)

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

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

Ordinance No. O-2021-52 is filed with the City Clerk's Office.

G) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE 0-2021-27 SEC. 50-96. -ALLOWABLE CHARGES, ADDING THE CHARGES FOR FIXED WING AND FOR SPECIAL EVENT SERVICES (1ST READING) (EMERGENCY MEDICAL SERVICES)

Ed Wylie, Interim City Manager, introduced the item and briefly stated amendments would allow the EMS department to bill for fixed wing (airplane) services and special events (football games). He further stated staff recommended approval.

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

H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUPPORTING ADOPTION AND APPROVAL OF TEXAS TERM SHEET FOR OPIOID SETTLEMENT PROCEEDS (LEGAL)

Ed Wylie, Interim City Manager, introduced the item.

Patricia Rigney, City Attorney, went over the Texas Term Sheet for Opioid settlement. She explained the Texas Attorney General and a coalition of states and subdivisions reached an agreement with four pharmaceutical companies to resolve the opioid crisis in the communities. She stated if settlement goes through, Pharr was estimated to receive \$176,649.60, with the first distribution expected in March 2022 and second distribution in July 2022 and every July thereafter. She further stated the allocation of funds was based on population with an opioid severity metric and recommended approval.

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

Resolution No. R-2021-55 is filed with the City Clerk's Office.

I) CONSIDERATION AND ACTION, IF ANY, ON APPROVAL OF A RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT (FINANCE)

Ed Wylie, Interim City Manager, introduced the item. He briefly stated this was for the construction of new UTRGV nursing school and recommended approval.

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

Resolution No. R-2021-55 is filed with the City Clerk's Office.

- J) **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 A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS (DEVELOPMENT SERVICES)**

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

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

ITEM 8. PURCHASING

- A) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE SERVERS FOR THE CITYWIDE FIBER PROJECT FROM SHI GOVERNMENT SOLUTIONS INC, THROUGH BUYBOARD COOPERATIVE CONTRACT #579-19 IN AN AMOUNT NOT TO EXCEED \$100,115.88 (IT)**

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

Comm. Chavez **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 PURCHASE CYBERSECURITY APPLIANCES FOR THE CITYWIDE FIBER PROJECT FROM SHI GOVERNMENT SOLUTIONS, INC, THROUGH TEXAS DIR COOPERATIVE CONTRACT #DIR-TSO-3984 IN AN AMOUNT NOT TO EXCEED \$102,668.00 (IT)**

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

Comm. Medina **moved** to approve 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 PURCHASE FIBER NETWORKING EQUIPMENT FOR THE CITYWIDE FIBER PROJECT FROM SOLID IT NETWORKS, INC, THROUGH TEXAS DIR**

COOPERATIVE CONTRACT #DIR-TSO-4339 FOR AN AMOUNT NOT TO EXCEED \$460,134.32 (IT)

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

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

ITEM 9. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH EZEQUIEL ORDONEZ ANIMAS DBA BORDER INFRASTRUCTURE CONSULTING, LLC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES (BRIDGE)**

Ed Wylie, Interim City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE SOUTH PHARR DEVELOPMENT & RESEARCH CENTER TIME CAPSULE PHASE I AS COMPLETE, AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$2,487.50 (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON ACCEPTANCE OF THE SOUTH PHARR DEVELOPMENT & RESEARCH CENTER TIME CAPSULE PHASE II AS COMPLETE, AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$2,499.95 (ENGINEERING)**

Ed Wylie, Interim City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PYRO SHOWS OF**

**TEXAS FOR THE VETERANS DAY FIREWORKS DISPLAY TO BE HELD ON
NOVEMBER 6, 2021 (FIRE)**

Ed Wylie, Interim City Manager, introduced the item. He stated a new location was added on East Las Milpas Road and recommended approval.

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 FOR APPROVAL OF 2021 PSJA ISD / PHARR POLICE K9 POLICING AGREEMENT FOR K9 SERVICES AT PSJA ISD SCHOOLS AND MIDDLE SCHOOL (POLICE)

Ed Wylie, Interim City Manager, introduced the item.

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

F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO AWARD A SERVICE CONTRACT FOR SELF-FUNDED EMPLOYEE HEALTH INSURANCE BENEFIT PLANS, SELF-FUNDED PHARMACY BENEFIT MANAGEMENT SERVICES, AND INDIVIDUAL & AGGREGATE STOP LOSS INSURANCE (HR)

Ed Wylie, Interim City Manager, introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO AWARD THE CONTRACT SERVICE TO THE LOWEST BIDDER, PAVEMENT MARKINGS, INC., OUT OF DONNA, TX. FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS FOR PUBLIC WORKS (PUBLIC WORKS)

Ed Wylie, Interim City Manager, introduced the item and stated staff recommended award contract to the lowest bidder Pavement Markings, Inc.

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

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SUPPLY CONTRACT WITH CHEMTRADE CHEMICALS, US,

LLC, OUT OF PARSIPPANY, NJ FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE LIQUID POLIMER BLEND AND LIQUID AMMONIUM SULFATE (PURCHASING)

Ed Wylie, Interim City Manager, introduced the item.

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

- I) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND ITEM #1 - SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE, ITEM #2 - SUPPLY CONTRACT FOR PURCHASE & DELIVERY OF SODIUM CHLORITE, AND ITEM #3 - LEASE OF NEW EQUIPMENT WITH EVOQUA WATER TECHNOLOGIES LLC. OUT OF SARASOTA, FL. (PURCHASING)**

Ed Wylie, Interim City Manager, introduced the item.

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

- J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH SAENZ BROTHERS CONSTRUCTION, LLC FROM DONNA, TX AND FACILITY SOLUTIONS GROUP FROM HARLINGEN, TX FOR THE CITY WIDE ELECTRICAL ON-CALL AND MAINTENANCE SERVICE (ROTATION LIST) (PURCHASING)**

Ed Wylie, Interim City Manager, introduced the item.

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

ITEM 10. CLOSED SESSION

- A) CONSIDERATION AND ACTION, IF ANY, ON CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)**

Ed Wylie, Interim City Manager, introduced the item and stated it was discussed in closed session.

ITEM 12. ADJOURNMENT

MINUTES: REGULAR CALLED MEETING
September 20, 2021

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:41 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 20th DAY OF SEPTEMBER 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, **IMELDA BARRERA, ASSISTANT CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

IMELDA BARRERA, ASSISTANT CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Fir Avenue Paving Improvements.

Classification: Regular

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

Issue: This request is to advertise for bids for the Fir Avenue Paving Improvements Project. (Project # 2122-01-528-C005-448)

Fiscal Consideration: \$350,000

Staff Recommendation: Staff recommends to advertise for bids for the above-referenced project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Omar Anzaldua
Ignacio Amezcua
Karla Saavedra
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Andrew Harvey, Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on agreement between the University of North Texas at Dallas and the City of Pharr in creating a Texas First Responder Peer Network Director position that will be paid for by the University of North Texas at Dallas.

Classification: Regular

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

Issue: Consideration and action, if any, on approving the agreement between the University of North Texas at Dallas and the City of Pharr in creating a Texas First Responder Peer Network Director position that will be paid for by the University of North Texas at Dallas. This position will help with the mental wellness of first responders in our region.

Fiscal Consideration: The Pharr Police Department will incur annual costs such as travel, training, and equipment in the amount of approximately \$10,000.

Staff Recommendation: Approved.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Andrew Harvey

Created/Initiated - 12/2/2021

Andrew Harvey

Approved - 12/2/2021

Anali Alanis

Approved - 12/2/2021

Karla Saavedra

Approved - 12/3/2021

Patricia Rigney

Approved - 12/3/2021

City Management Office

Final Approval - 12/3/2021

INTERAGENCY CONTRACT
Between
University of North Texas at Dallas
And
City of Belton

University: University of North Texas Dallas, on behalf of its Caruth Police Institute (University)

University Address: 7300 University Hills Blvd
Dallas, Texas 75241
Attn: BJ Wagner, Executive Director of the Caruth Police Institute

Police Department: City of Pharr (“Department”)

Department Address: 1900 S. Cage Blvd
Pharr, TX 78577
Attn: Andy Harvey; Chief of Police

Services: The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Compensation: Compensation to be provided for the Services under this Agreement are set forth in Exhibit “B”, attached hereto and incorporated herein for all purposes.

Effective Date Effective upon signature of both parties.

RECITALS

This Service Agreement is made and entered into by University and Department as of the Effective Date, in accordance with Occupations Code, Title 10, Chapter 1701, Subchapter M-1 (the “Code”), as well as the authority granted by and in compliance with the provisions of Texas Government Code, Chapter 771 for the purpose of developing a peer support network for law enforcement officers.

WHEREAS, Section 1701.622 of the Code requires the Texas Commission on Law Enforcement (“Commission”) to develop a peer support network for law enforcement officers;

WHEREAS Section 1701.623 of the Code provides that the Commission may contract with an institution of higher education to develop the peer support network (“Network”) and the University is under contract with the Commission for the development and operation of the Network (“Commission Contract”, effective September 23, 2021 with a term ending August 31, 2023);

WHEREAS, regional hubs are part of the Network design and required for the full and effective statewide peer network program deployment;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Department agree as follows:

AGREEMENT

1. Provision of Services. Department will provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services as provided in Exhibit A, which shall be agreed upon by the University and Department and funded under this agreement. University will provide technical assistance to the Department for

peer-to-peer training, software application deployment, providing peer-to-peer services, reporting, and data collection and reporting per policies attached as Exhibit C and collect any applicable and available data in Exhibit A for the Annual Report required under Section 1701.626 of the Code. Department shall comply with all applicable user requirements for any use of University software.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the term of the Commission Contract, unless otherwise extended or terminated by the parties.

3. Termination. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Department will be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Department in accordance with the payment terms set forth in Exhibit B.

5. Property Rights. University, at all times, retains ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services.

6. Public Information. Department shall release information to the extent required by the Texas Public Information Act and other applicable law, subject to Section 1701.624 of the Texas Occupations Code.

7. Confidentiality. Information relating to a law enforcement officer's participation in the peer support network and other peer services under the network is confidential, and the Department will keep such information confidential in accordance with Section 1701.624 of the Code. The parties agree that neither party will disclose any information, data, or other materials of proprietary nature in connection with the Services under this Agreement without express permission or unless required by law. Such obligation shall not extend to any materials which were in the possession of the other party prior to this Agreement, are generally available to the public, or are required to be disclosed by law.

8. Relationship of Parties. Department shall, at all times, act as an independent contractor and not as a partner, employee, or agent of the University. Neither party shall act or hold itself out to third parties as a partner, employee, or agent of either party in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Department as an independent contractor.

9. Liability. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither University nor the Department waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by any parties in the performance of this Agreement.

10. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for services and may not be assigned or delegated by either party without the express written consent of the other party.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

13. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

14. Incorporation and Entire Agreement. This Agreement, including any exhibits or addenda identified and incorporated by reference herein constitutes the entire agreement between the parties and contain all the agreements between the parties with respect to the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

15. Availability of Funds. This Agreement is subject to termination or cancellation, without penalty to the University, either in whole or in part subject to the availability of funds.

16. Audit. University and Department acknowledge the State Auditor's authority to conduct audits under Chapter 321 of the Texas Government Code. The University will have the right to conduct an audit in regards to the services of this Agreement, including relevant documents and security compliance procedures.

17. Certification. University and Department certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies, or materials covered by this Agreement are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder; and (4) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written below.

UNIVERSITY OF NORTH TEXAS AT DALLAS

By: _____
Name: Bob Mong
Title: President of University of North Texas at Dallas
Date: _____

City of Pharr POLICE DEPARTMENT

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT “A”
SCOPE OF SERVICES**

Department shall provide the following Services:

1. Employ a full-time staff member dedicated solely to the Texas First Responder Peer Network (Network) within 90 days of execution of this agreement.
2. Actively recruit at least 75 volunteer peers per year for the Network throughout the assigned region (region).
3. Actively recruit at least 15 retired law enforcement professionals per year for the hotline throughout the assigned region,
4. Provide at least 2 monthly peer-to-peer trainings in person in varied cities and areas throughout the region including hotline training.
5. Provide at least 1 virtual peer-to-peer training per month for regional attendees and one virtual hotline training.
6. Encourage broad based registration and use of the application by officers throughout the region and expand awareness of the peer network throughout the region.
7. Respond to application peer request within 4 hours of requests between hours of 8 AM and 6 PM Monday through Friday. Designate an alternate coordinator for weekend, evening, and holiday peer requests response to ensure all requests receive a 4-hour response.
8. Host a regional live peer event quarterly.
9. Participate in monthly network virtual hub coordination meetings.
10. Provide monthly reports on the last day of each month for peer program activity including:
 - a. Number of peers completing peer to peer training
 - b. Number of retired peers completing hotline training
 - c. Number of officers requesting peer connections
 - d. Number of novel connections made through the software platform
 - e. Number of connections made through other resources, and;
 - f. Any additional information requested by CPI within a reasonable time prior to the report due date.
11. Request technical support from the Network Director as needed to ensure adequate peer recruitment, training, retention, and peer service delivery.

The University Shall Provide the Following in support of the Department’s Services:

1. A Director of the Texas First Responder Peer Network and the Caruth Police Institute. Department shall provide Services consistent with requirements and standards provided by the Director and in accordance with the policies of the Texas First Responder Peer Network.
2. Peer Training Curriculum online for ready access to materials and a train the trainer session for all hub coordinators.
3. Peer network policy and operation orientation including reporting requirements within 30 days of Regional Director hire and ongoing technical assistance.
4. Training for the software application and ongoing technical assistance.
5. Schedule and host network virtual hub coordination meetings.

EXHIBIT “B”

Compensation and Payment Schedule

EXHIBIT “B” BUDGET

For the services, counsel, reports, and other items delivered hereunder, UNT Dallas shall pay Service Provider on a cost-reimbursable basis in an amount not to exceed **\$67,500 U.S. Dollars and 00 Cents**. Final payment will be held until receipt and acceptance by UNT Dallas of all reports and other deliverables, if any, required under Exhibit A Scope of Services, above.

In the performance of work under this Agreement, Service Provider agrees to expend funds primarily in accordance with the budget detailed in Exhibit B, Cost Estimate, which is attached hereto and by this reference made a part hereof for all purposes.

ALL COSTS INCURRED BY SERVICE PROVIDER MUST BE BILLED NOT LATER THAN THIRTY (30) DAYS AFTER TERMINATION OF THIS AGREEMENT. ANY COST NOT BILLED WITHIN THIRTY (30) DAYS AFTER TERMINATION WILL NOT BE PAYABLE UNDER THIS AGREEMENT.

Example.

Exhibit B - Budget				
Project Director Name:				
Agency Name: Police Department				
Period of Performance: 9/23/21 - 8/31/22				
Category	Year 1	Year 2	Summary	
Personnel (Salary/Fringe Benefits)	63,000	63,000	126,000	
Materials & Supplies	2,000	1,000	3,000	
Travel	2,500	1,000	3,500	
Total Project Costs	67,500	65,000	\$ 132,500	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: November 30, 2021

MEETING DATE: December 6, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on request from St. Frances Xavier Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe walk on Sunday, December 12, 2021 from 1:00 pm to 3:00 pm.

Classification: Consent

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

Issue: St. Frances X. Cabrini Church is hosting a Cabalgata (horse/riding) a la Virgen de Guadalupe on Sunday, December 12, 2021, from 1:00 p.m. to 3:00 p.m. The starting location is 6409 S. Jackson Rd, in Pharr and the ending location is 8000 S. Cage Blvd., in Pharr (Parish grounds). The event is insured and will occupy only a portion of the street and

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Hilda Pedraza
Pilar Rodriguez
Daniel Ramirez
Andrew Harvey
Patricia Rigney
City Management Office

Created/Initiated - 11/30/2021
Approved - 12/3/2021
Approved - 12/3/2021
New - 1/1/1900



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

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

Date of Event: Diciembre 12, 2020

Type of Event: ☐ Parade ☒ Walk-A-Thon ☐ Other Cabalgata

NAME OF CONTACT PERSON: Nydia E. Cavazos

ORGANIZATION (IF APPLICABLE): Mother Cabrini Parish

ADDRESS: 8001 S. Cage CITY: Pharr ZIP CODE: 78577

PHONE NO.: 956-787-3554

CELLULAR PHONE: 956-460-6721

FAX NO.: 956-283-

E-MAIL: St-frances-cabrini@cldb.org

PURPOSE AND DESCRIPTION OF EVENT:

Cabalgata ala Virgen De Guadalupe

START TIME: 1:00pm END TIME: 3:00pm

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

Starting Location: 6409 S. Jackson Rd. Pharr Tx.

Ending Location: 8001 S. Cage Blvd. Pharr Tx Mother Cabrini Parish.

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

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information _____ Contact #: _____

Applicant Signature: Nydia E. Cavazos

FOR CITY USE ONLY:

Date Received: _____

City Commission: _____

APPROVED _____

DENIED _____

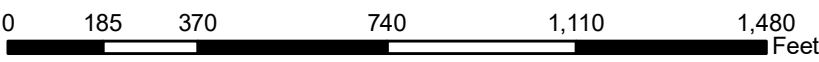
City Manager's signature

Date

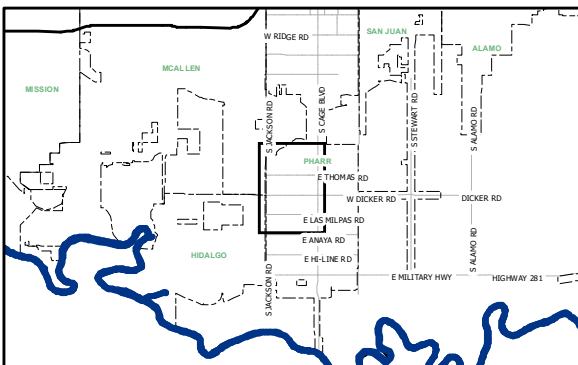
Pharr City Limit
Pharr ETJ

 Walking Route

Scale: 1 inch = 375 feet



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on request from RGV Enterprises, LLC for closure of E. Juarez Street between Cage Blvd. and alley for their Toy Drive on Saturday, December 18, 2021 from 11:00 a.m. to 5:00 p.m.

Classification: Consent

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

Issue: Toy Drive and Meet & Greet for Businesses in Pharr.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Pilar Rodriguez
Andrew Harvey
Patricia Rigney
City Management Office

Created/Initiated - 12/3/2021
Approved - 12/3/2021
New - 1/1/1900



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

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

Date of Event: 12/18/21

Type of Event: ☐ Parade ☐ Walk-A-Thon ☐ Other TOY Drive

NAME OF CONTACT PERSON: Rick Romo

ORGANIZATION (IF APPLICABLE): Leo RV Enterprises, LLC

ADDRESS: 400 N. Cage Blvd CITY: Pharr ZIP CODE: 78577

PHONE NO.: 956-874-8369 CELLULAR PHONE: _____

FAX NO.: _____ E-MAIL: romorick@gmail.com

PURPOSE AND DESCRIPTION OF EVENT:

TOY Drive MEET & Greet for Businesses in Pharr -

START TIME: 11:00 AM END TIME: 5: PM

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

Starting Location: 400 N. Cage Blvd

Ending Location: " "

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

Is the event insured? ☒ Yes ☐ No

If yes, Insurance Company Information Arch Insurance Contact #: 1877-441-4011

Applicant Signature: _____

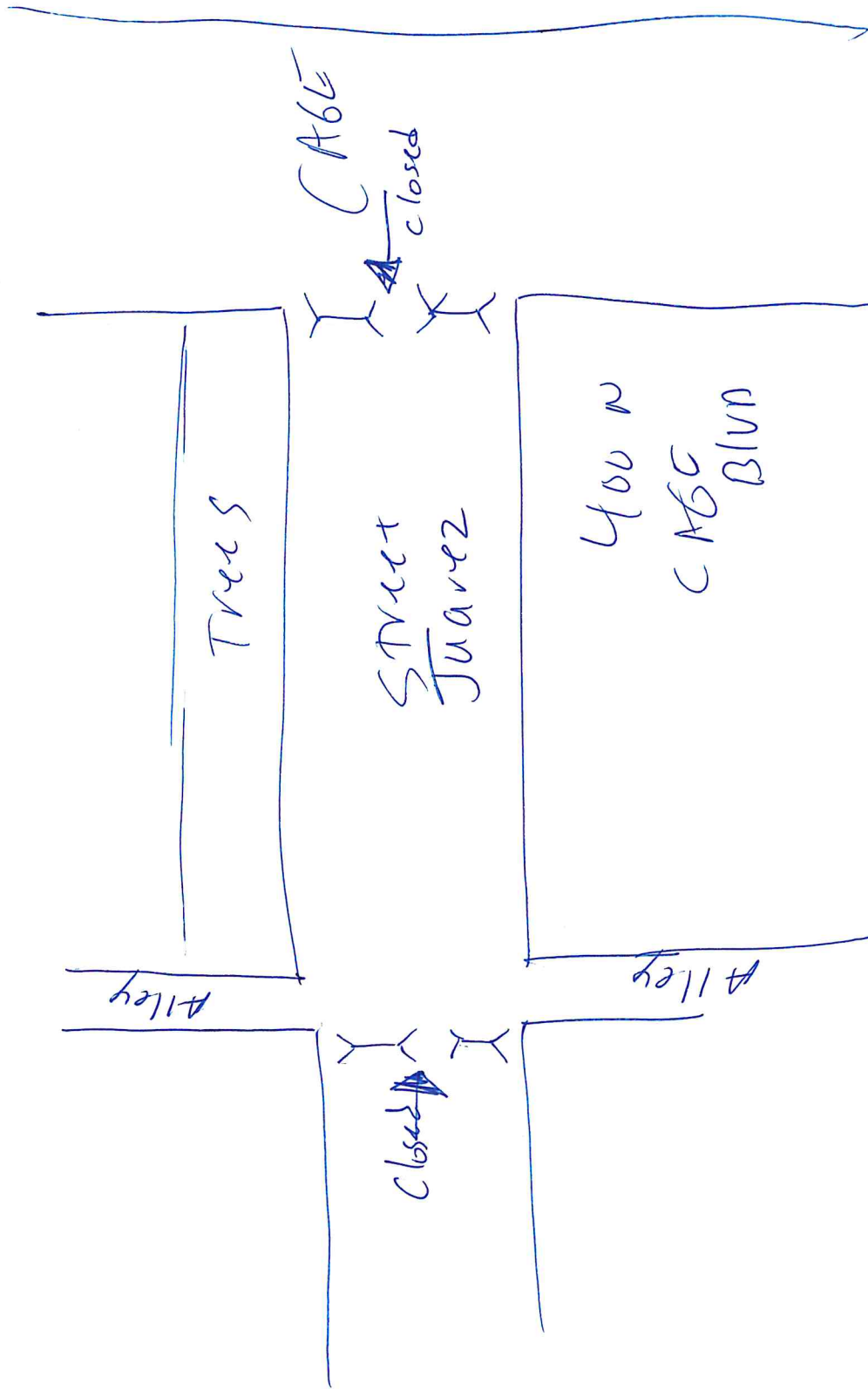


Date Received: _____

City Commission: _____

APPROVED _____ DENIED _____

City Manager's signature _____ Date _____





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: November 18, 2021

MEETING DATE: December 6, 2021

FROM: Imelda Barrera, Assistant City Clerk

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any, on Ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement (TMRS) System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Pharr; and establishing an effective date for the ordinance.
(3rd and Final Reading)

Classification: Regular

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

Issue: N/A

Fiscal Consideration: 12.68% Contribution rate

Staff Recommendation: Staff recommends approval.

Alternatives: .

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Barrera
Veronica Ramirez
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/18/2021
Approved - 11/18/2021
Approved - 11/30/2021
Approved - 12/3/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



TMRS-USC R

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF PHARR; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of SubtitleG of Title 8, V.T.C.A., Government Code, as amended, (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City (hereinafter called the "City"), and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act). If the City has previously adopted, or if it hereafter adopts an ordinance authorizing Updated Service Credit for unforfeited credit for prior service or current service with any other participating municipality, the calculations and adjustments set forth in Section 853.601 of the TMRS Act shall apply to any such transferred service.

(c) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(d) The initial allowance of Updated Service Credit hereunder shall be effective on January 1, 2022, subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January, 2022.

Passed and approved this the _____ day of _____, 20____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



September 13, 2021

Via Email

Ms. Anali Cantu Alanis
Assistant City Manager
City of Pharr
P.O. Box 1729
Pharr, TX 78577

Dear Ms. Alanis:

We are pleased to enclose a model ordinance for your city to adopt:

***100% Updated Service Credit
Annually Repeating***

By adopting this ordinance, the city will not have to adopt an ordinance each year to re-authorize calculation of this benefit; and the Updated Service Credit (USC) will remain in effect for future years until such time as it is discontinued by an ordinance adopted by the City Council.

With the adoption of this additional benefit, your city's contribution rate for 2022 will be **12.68%**.

Please send us a copy of this ordinance within 30 days of its adoption.

If you have any questions or concerns, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,


Anthony Mills
Director of City Services



Plan Change Study

GRID 2022

For Informational Purposes Only

Effective Date - January 1, 2022

Report Date - September 13, 2021

01002 Pharr

Proposed Plans

Plan Provisions

	<u>Current</u>	<u>1</u>
Deposit Rate	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	0%	100% (Repeating)
Transfer USC **	No	No
Annuity Increase	0%	0%
20 Year/Any Age Ret.	Yes	Yes
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
<u>Contribution Rates</u>	<u>2022</u>	<u>2022</u>
Normal Cost Rate	5.09%	7.51%
Prior Service Rate	<u>2.23%</u>	<u>4.99%</u>
Retirement Rate	7.32%	12.50%
Supplemental Death Rate	<u>0.18%</u>	<u>0.18%</u>
Total Rate	7.50%	12.68%
Unfunded Actuarial Liability	\$8,570,582	\$20,960,782
Amortization Period	20 years	20 years
Funded Ratio	91.2%	80.9%
Phase-In Total Rate	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 54 eligible transfer employees on the valuation date.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED:

MEETING DATE: December 6, 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 #: 5.G.1.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: 956 Nightlife, LLC., d/b/a La Toxica Bar & Grill, has filed with the Planning and Zoning Commission a request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.09 acres, more or less, out of lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road.
CUP#211064

Classification: Regular

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

Issue: 956 Nightlife, LLC., d/b/a La Toxica Bar & Grill, has filed with the Planning and Zoning Commission a request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#211064**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the Conditional Use and Late Hours 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.

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021

City Management Office

Final Approval - 12/3/2021



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#211064 (LA TOXICA BAR & GRILL)

GENERAL INFORMATION:

APPLICANT: 956 Nightlife, LLC., d/b/a La Toxica Bar & Grill, has filed with the Planning and Zoning Commission a request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.09 acres, more or less, out of lot 187, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6905 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 the City Limits lie to the west. This area is generally designated for Commercial Use in the Land Use Plan.

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

FIRE DEPARTMENT: Pending reinspection of the Conditional Use Permit

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

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

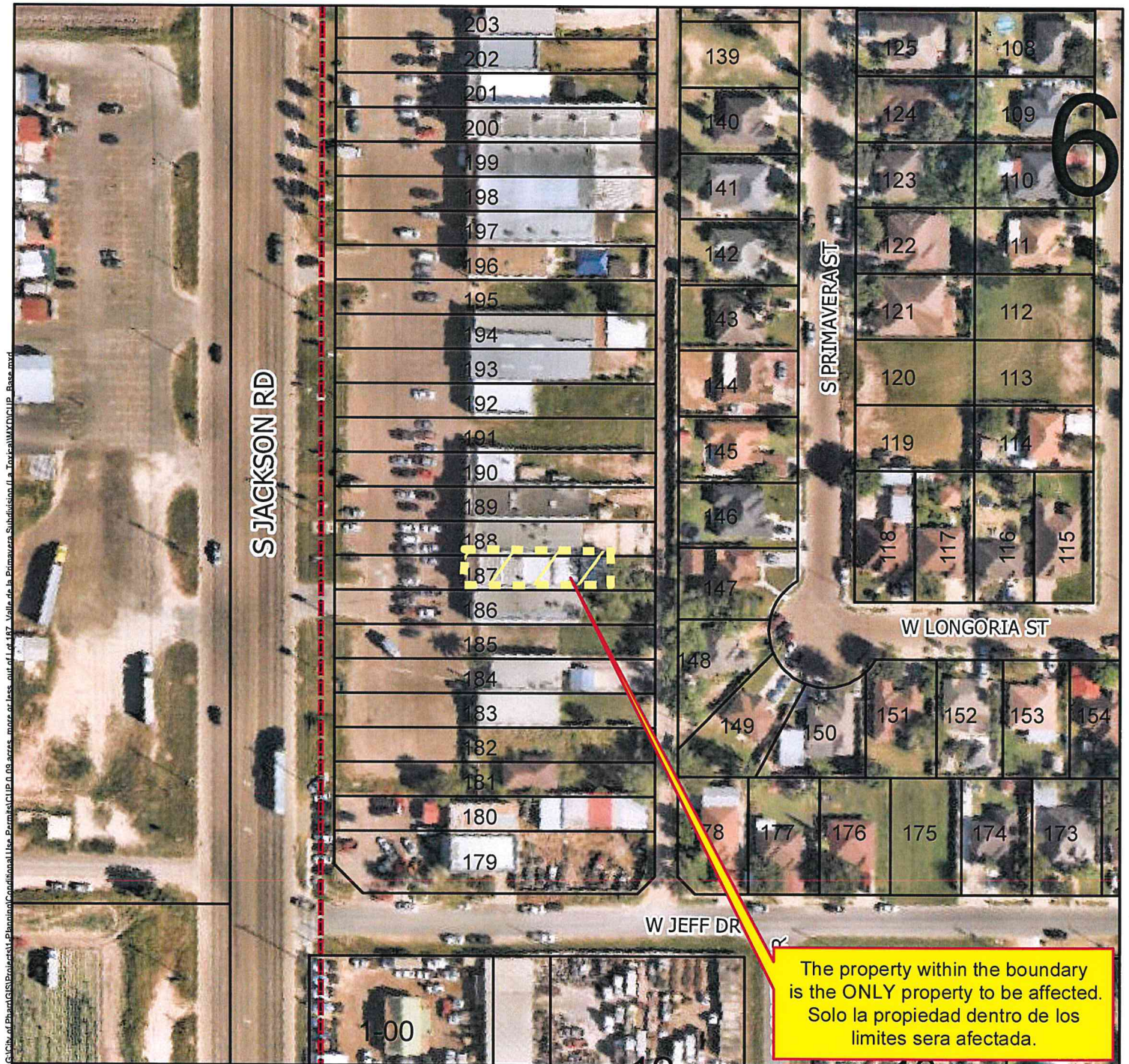
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Fifty-seven (57) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending approval of the Conditional Use and Late Hours 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.

PLANNING & ZONING COMMISSION: The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Proposed Conditional Use Permit
 0.09 acres, more or less, out of Lot 187, Valle de la Primavera Subdivision
 La Toxica Bar & Grill/956 Nightlife, LLC.

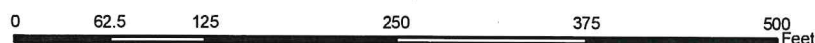


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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

City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 11/2/2021

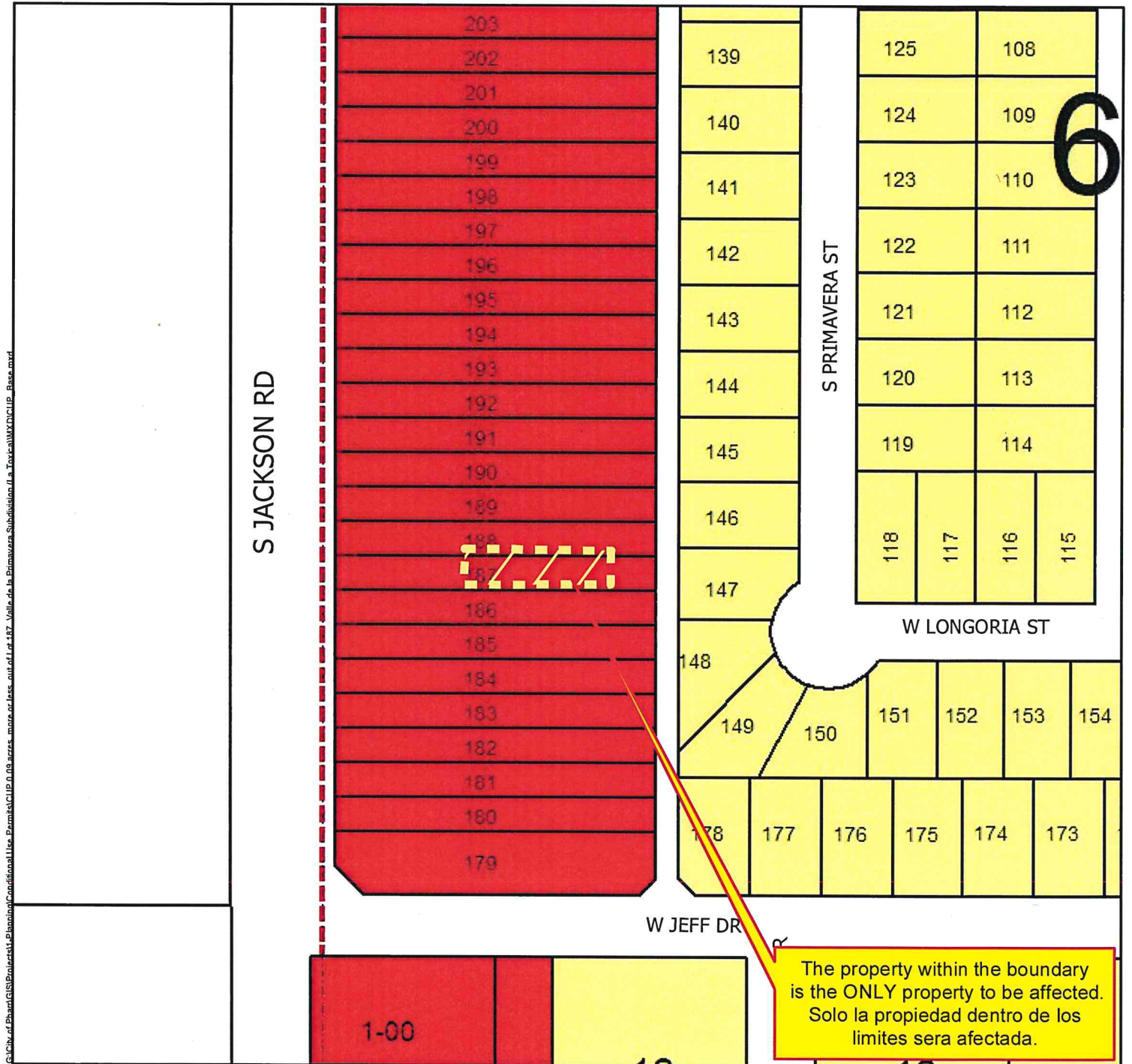
Scale: 1 inch = 125 feet



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

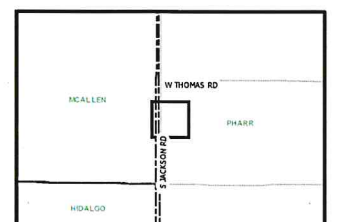


Proposed Conditional Use Permit
 0.09 acres, more or less, out of Lot 187, Valle de la Primavera Subdivision
 La Toxica Bar & Grill/956 Nightlife, LLC.



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

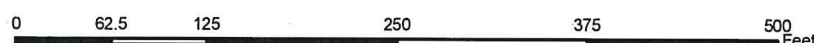
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



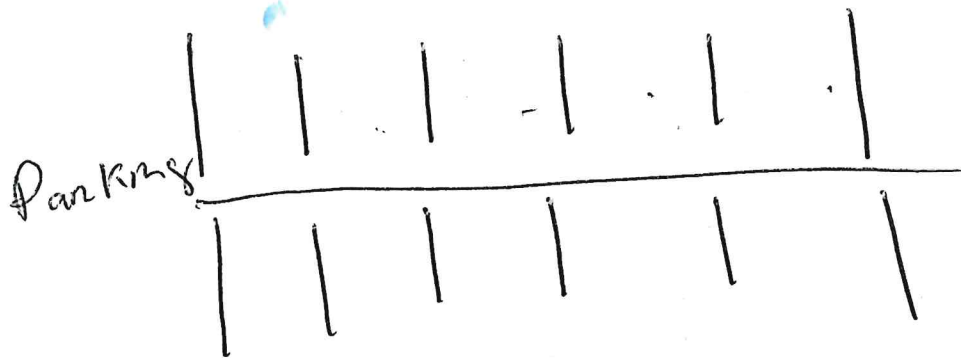
City of Pharr, Texas
 Engineering Department
 956.402.4242

Date: 11/2/2021

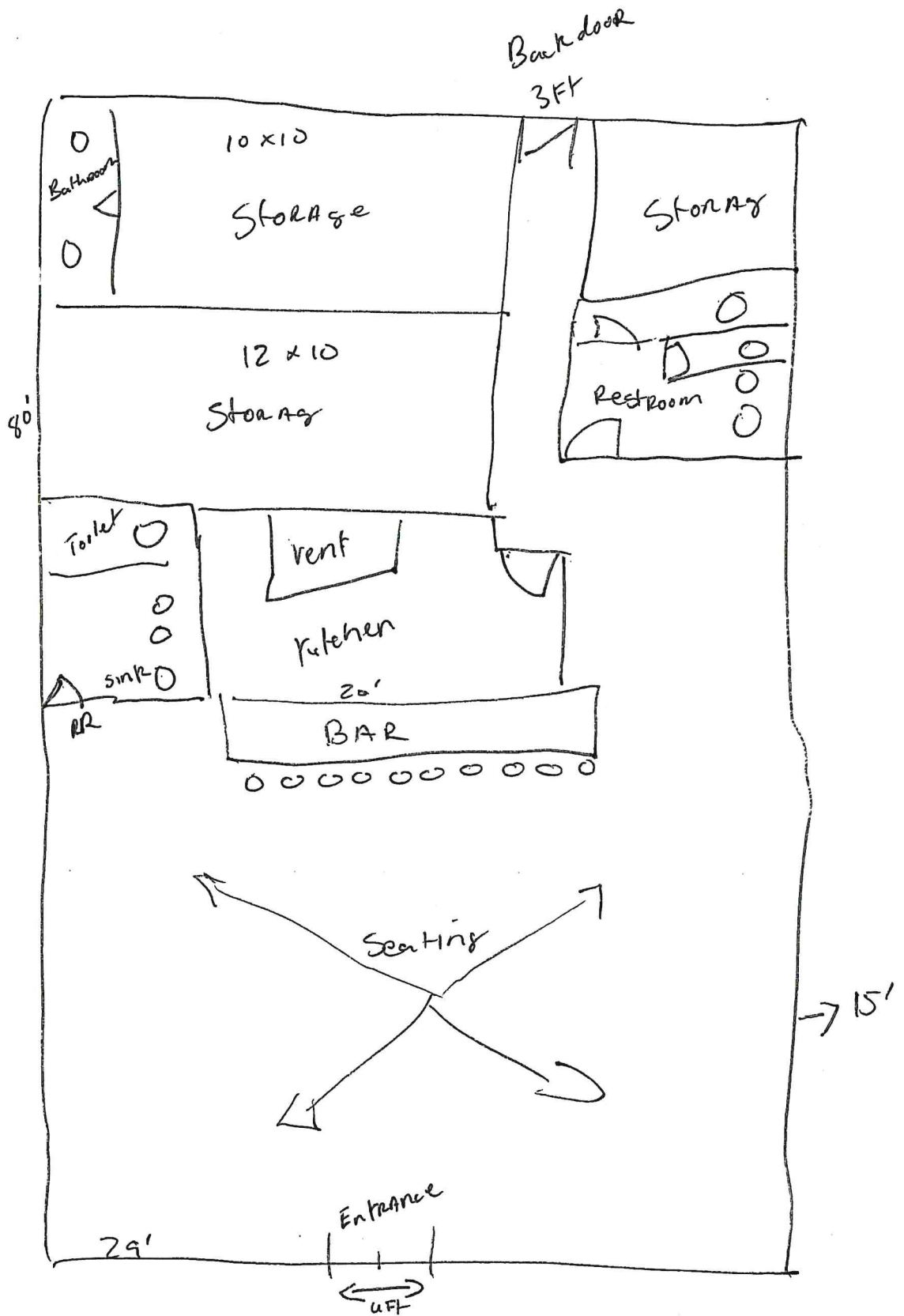
Scale: 1 inch = 125 feet



Parking Lot Site Plan.



6905 S Jackson





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.2.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Sr. Cruda Ceviche and Micheladas, LLC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1501 South Cage Boulevard Suite A.
CUP#211065

Classification: Regular

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

Issue: Sr. Cruda Ceviche and Micheladas, LLC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#211065**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the Conditional Use and Late Hours 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.

The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021

City Management Office

Final Approval - 12/3/2021



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#211065 (SR. CRUDA CEVICHE AND MICHELADAS, LLC.)
--

GENERAL INFORMATION:

APPLICANT: Sr. Cruda Ceviche and Micheladas, LLC., has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

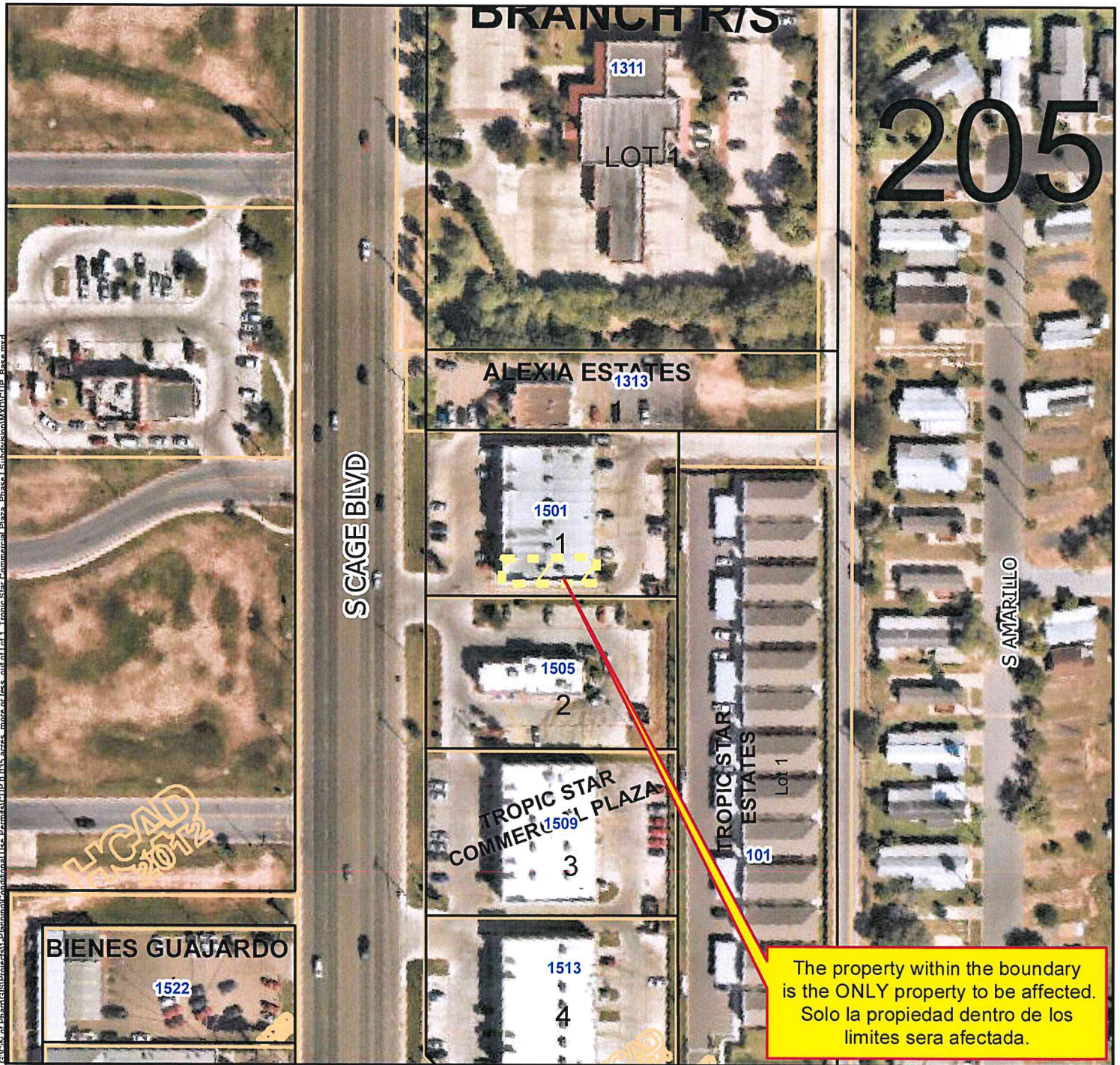
LEGAL DESCRIPTION: The property is legally described as being 0.035 acres, more or less, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1501 South 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 and west and the property to the east is Residential Multi-Family High Density District (R-MFHD). This area is generally designated for Commercial Use in the Land Use Plan.

COMMENTS:	POLICE CHIEF:	Recommends approval of the Conditional Use Permit.
	FIRE DEPARTMENT:	Pending inspection of the Conditional Use Permit
	CODE COMPLIANCE DIVISION:	Pending inspection of the Conditional Use Permit.
	HEALTH DIVISION:	Pending inspection of the Conditional Use Permit.
	PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.
NOTIFICATION OF PUBLIC:	Twenty-eight (28) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.	
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services is recommending <u>approval</u> of the Conditional Use and Late Hours 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.	
PLANNING & ZONING COMMISSION:	The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to site being in compliance with all City Ordinances and City Departments requirements.	

Proposed Conditional Use Permit
 .035 acres out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision, Suite A
 Sr. Cruda Ceviche and Micheladas, LLC / Owner



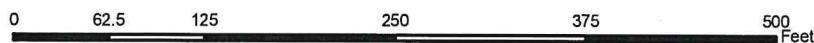
The property within the boundary
 is the ONLY property to be affected.
 Solo la propiedad dentro de los
 limites sera afectada.

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

City of Pharr, Texas
 Engineering Department
 956.402.4242

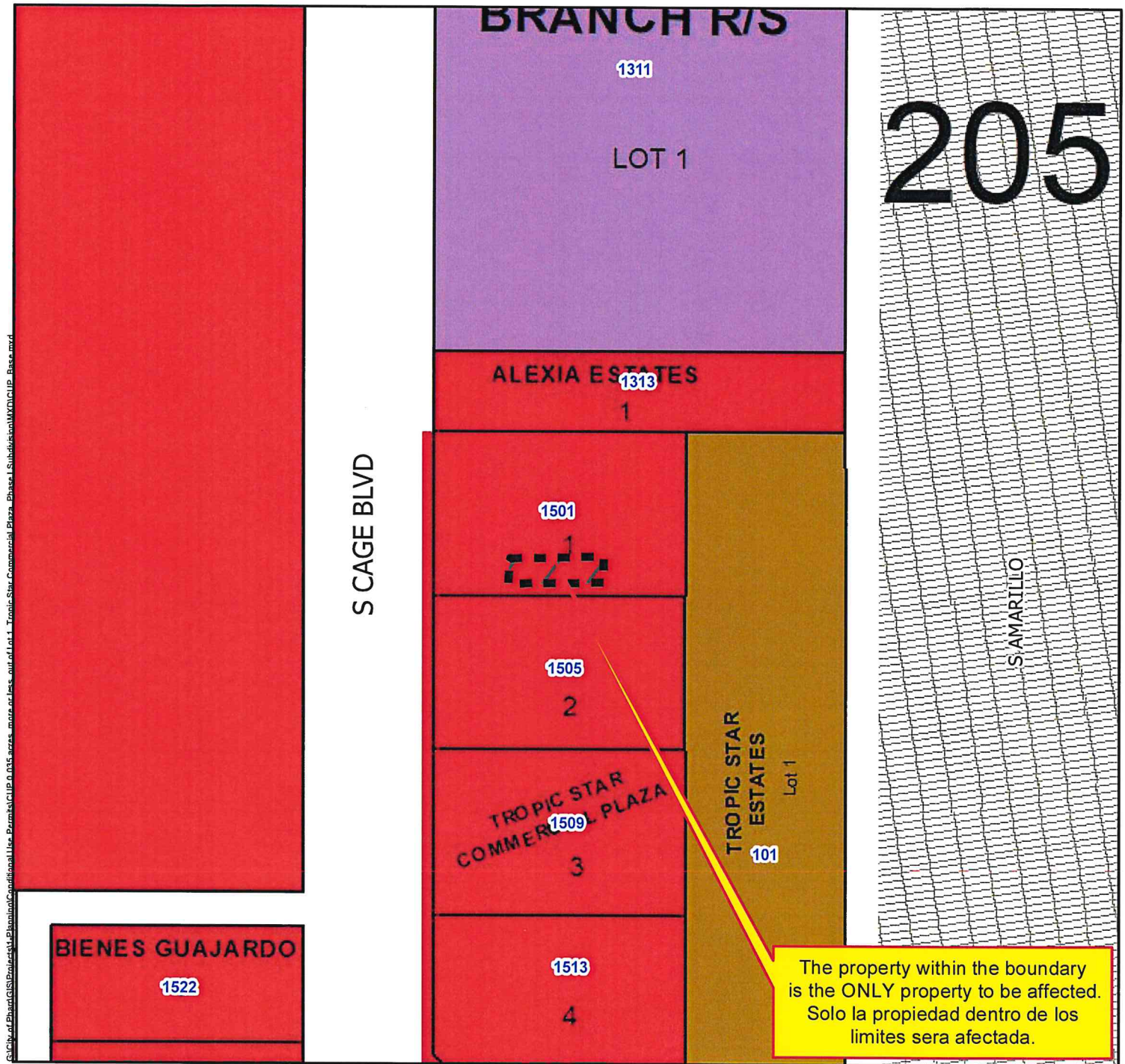
Date: 11/2/2021

Scale: 1 inch = 125 feet



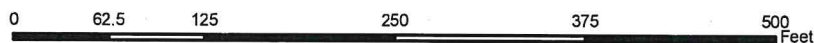
All information displayed on this map is subject
 to verification by field survey or by the agency
 responsible for maintaining the information.
 This map is intended for general information only.





G:\City of Pharr\GIS\Projects\Pharr\Conditional Use Permit\CIP 0.035 acres more or less out of lot 1, Tropic Star Commercial Plaza, Phase I Subdivision\WDCIP_Bres.mxd

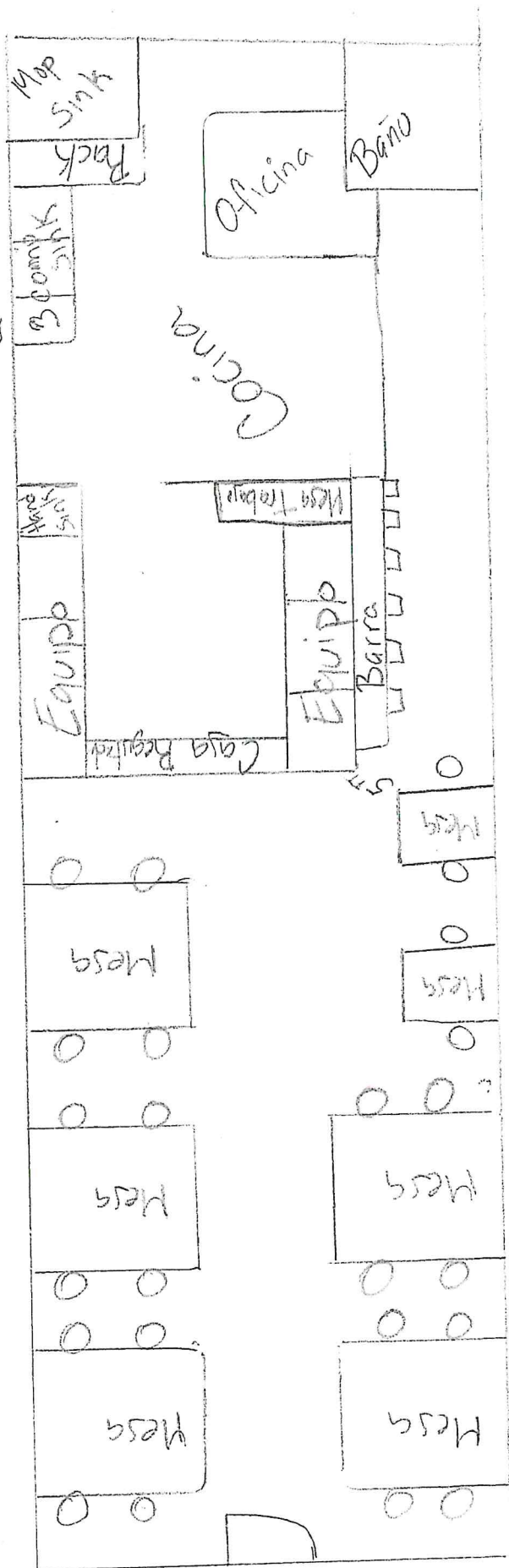
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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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



Local: 1,530 FT

Cocina 3 per

Comedor 30 clientes



150/3.

Cage blud

S.H.A



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.3.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Rio Delta Engineering, representing 6 MLD, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 10.57 acres tract of land, more or less, same being out of the south 24.19 acres, Block 4, Lot 5, A.J. McColl Subdivision Pharr, Hidalgo County, Texas. The property is physically located within the 2000 Block of West Eldora Road. **COZ#211067**

Classification: Regular

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

Issue: Rio Delta Engineering, representing 6 MLD, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 10.57 acres tract of land, more or less, same being out of the south 24.19 acres, Block 4, Lot 5, A.J. McColl Subdivision Pharr, Hidalgo County, Texas. The property is physically located within the 2000 Block of West Eldora Road. **COZ#211067**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. 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 General Business District (C) to Residential Multi-Family High Density District (R-MFHD) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: December 6, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#211067

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: October 22, 2021

1. **Applicant:** Rio Delta Engineering, representing 6 MLD, LLC., owner.
2. **Requested Action:** Re-zoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD).
3. **Nature / Intent of Request:** In order to develop and construct a restaurant with a drive thru.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director

[Signature]
Initials

12-1-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

12-1-21
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

11/22/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 10.57 acres tract of land, more or less, same being out of the south 24.19 acres, Block 4, Lot 5, A.J. McColl Subdivision Pharr, Hidalgo County, Texas. The property is physically located within the 2000 Block of West Eldora 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:

Rio Delta Engineering, representing 6 MLD, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct apartment buildings.

The subject site which is located within the 2000 Block of West Eldora Road and is legally described as being 10.57 acres tract of land, more or less, same being out of the south 24.19 acres AJ McColl Subdivision, Block 4, Lot 5 Pharr, Hidalgo County, Texas.

The property fronts West Eldora 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 General Business District (C). The subject property and the properties to the north and east were annexed on October 13, 1989. The properties to the north were rezoned to Residential Multi-Family High Density District (R-MFHD) on January 20, 2004. The properties to the south were annexed as Agricultural and/or Open Space District (A-O) on November 28, 1986, and later was rezoned to Single Family Residential District (R-1) on April 20, 2004. The west portion of the property was rezoned to General Business District (C) on March 15, 2005. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for Single Family Residential use in the Land Use Plan.

The Residential Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be property buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Thirty-four (34) 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 General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. 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 General Business District (C) to Residential Multi-Family High Density District (R-MFHD) 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

Rio Delta Engineering C/O Ivan Garcia

APPLICANT

2000 Block of West Eldora

ADDRESS

General Business District (C)

CURRENT ZONE

Residential Multi-Family High Density
District (R-MFHD)

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements and has adequate ingress and egress. The property is not currently compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo

PREPARED BY

November 17, 2021

DATE



- 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.

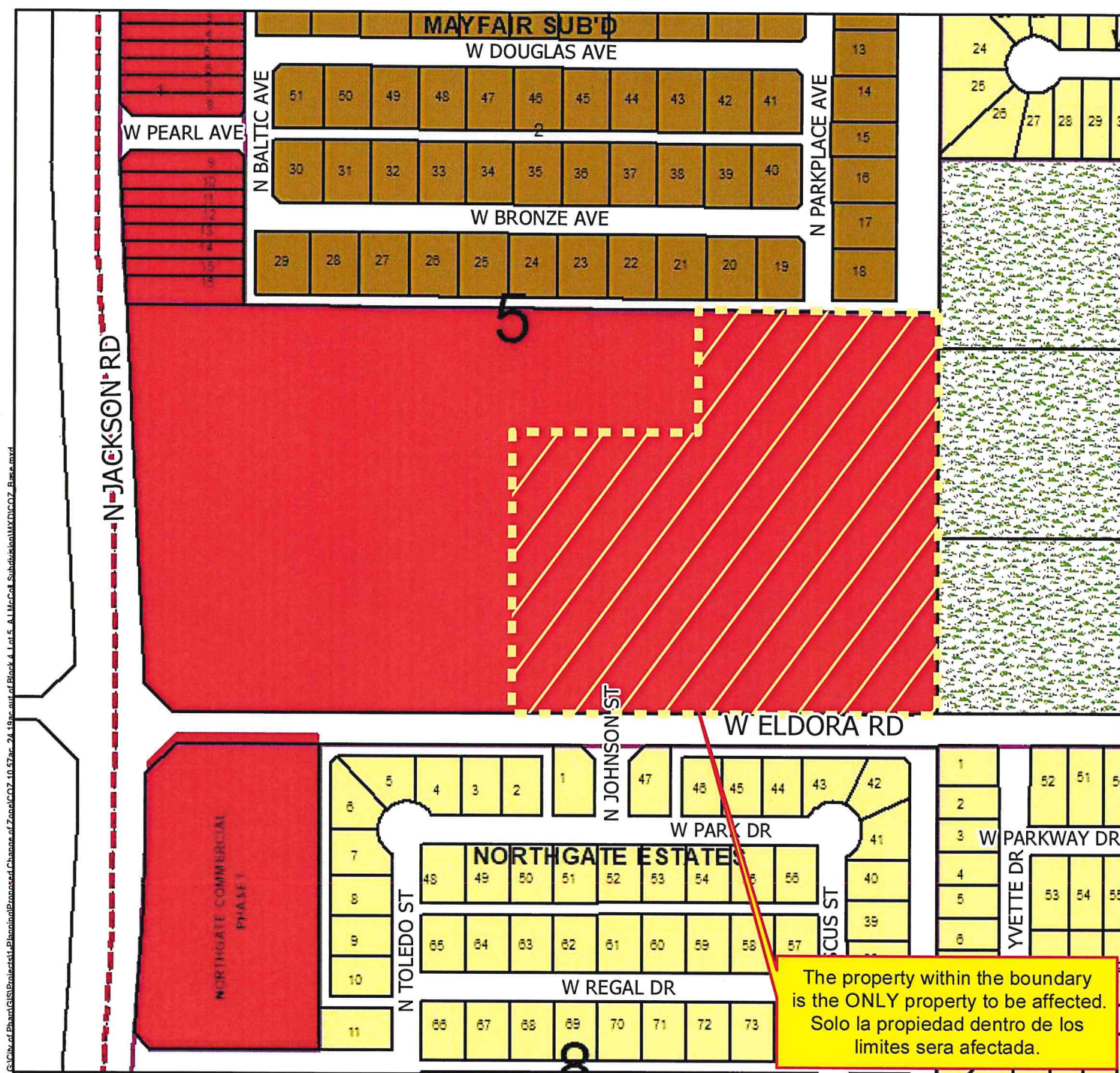
0 125 250 500 750 1,000 Feet



The property within the boundary
is the **ONLY** property to be affected.
Solo la propiedad dentro de los
limites sera afectada.



Pharr
Engineering



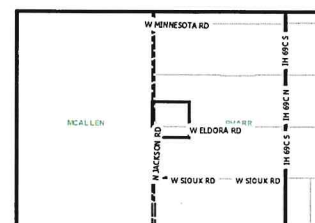
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|--|--|--|
|  Agricultural Open Space |  Rail Road R.O.W |  Neighborhood Commercial |
|  Single Family |  Government Owned |  Office Professional |
|  Single Family Small Lot |  General Business |  PSJA ISD |
|  Residential Multi-Family |  Business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

Scale: 1 inch = 250 feet

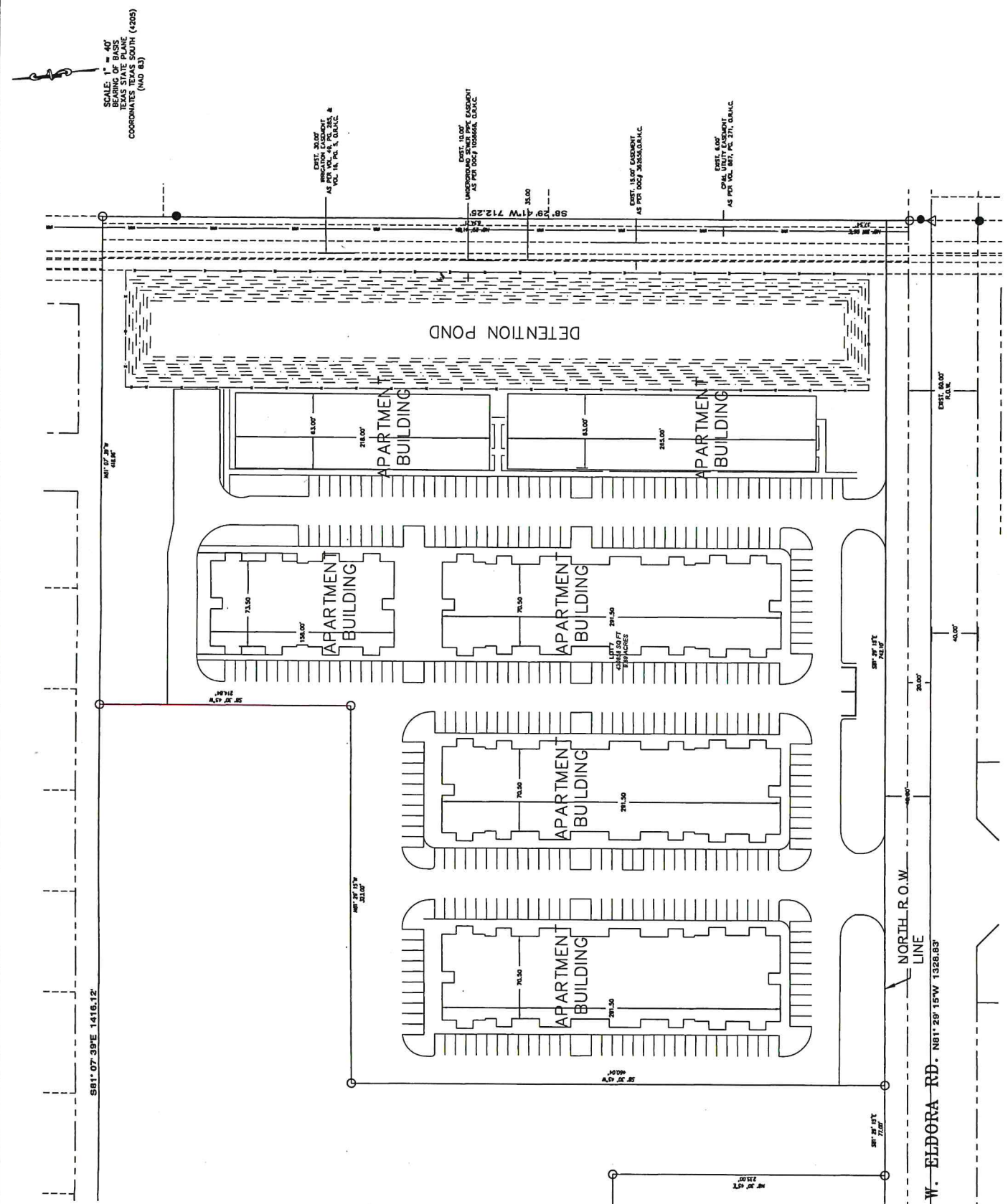


Date: 11/2/2021

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.



RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.4.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Auto Diagnostic Center, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Neighborhood Commercial District (N-C). The property is legally described as being all of Lot 2, La Alameda Subdivision, Pharr, Hidalgo County, Texas. The property is physically located 101 West Daffodil Avenue. **COZ#211068**

Classification: Regular

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

Issue: Auto Diagnostic Center, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Neighborhood Commercial District (N-C). **COZ#211068**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) to Neighborhood Commercial District (N-C) as the property meets area requirements and has adequate ingress and egress. The property is not compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. 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 Single Family Residential District (R-1) to Neighborhood Commercial District (N-C) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: December 6, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#211068

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: October 21, 2021

1. **Applicant:** Auto Diagnostic Center, LLC., owner.
2. **Requested Action:** Re-zoning request from Single Family Residential District (R-1) to Neighborhood Commercial District (N-C).
3. **Nature / Intent of Request:** In order to develop and construct small plaza.

4. **Routing to Staff:**

A. Roland Gomez, Interim Director

[Signature]
Initials

12-1-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

12-1-21
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

11/22/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Single Family Residential District (R-1) to Neighborhood Commercial District (N-C). The property is legally described as being all of Lot 2, La Alameda Subdivision, Pharr, Hidalgo County, Texas. The property is physically located 101 West Daffodil Avenue.
--

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:

Auto Diagnostic Center, LLC., has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) to Neighborhood Commercial District (N-C) in order to develop and construct a small plaza.

The subject site, which is located south of West Daffodil Avenue, and is physically located on 101 West Daffodil Avenue. The property is legally described as being all of Lot 2, La Alameda Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Daffodil Avenue, a 50' – 60' local street with a posted speed limit of 20 – 30 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single Family Residential (R-1). The property to the North was rezoned from Agricultural and/ or Open Space (A-O) to General Business District (C) on December 21, 1982. The properties to the East were zoned General Business District (C) and properties to the south were zoned Single Family Residential District (R-1) when the city adopted the current zoning ordinance. Later, on May 12, 1992, the south portion of the east properties were rezoned to Heavy Commercial District (H-C). The properties to the south were rezoned to Office Professional District (O-P) on August 21, 2007. The properties to the west were rezoned from Agricultural and/or Open Space District (A-O) to Single Family Residential District (R-1) on November 16, 1982. There have been no zoning requests within the general vicinity of the subject property since then. The property is generally designated for Single Family Residential use in the Land Use Plan.

The Neighborhood Commercial District is established as a limited retail category intended for use near neighborhood areas for the purpose of supplying day-to-day retail needs of the residents in the area. The city will not zone for NC usage in advance unless asked to do so by the property owner. This district could therefore, be considered a "floating zone". Since the site is typically small, and surrounded by residential type land uses, this zoning would have the appearance of a spot zone. It is not an illegal spot zone, however, if it is called for in the comprehensive plan, or if it serves a need in the neighborhood.

Fifteen (15) 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 Single Family Residential District (R-1) to Neighborhood Commercial District (N-C) as the property meets area requirements and has adequate ingress and egress. The property is not compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and granting the request results in equal treatment of similarly situated properties. 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 Single Family Residential District (R-1) to Neighborhood Commercial District (N-C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Auto Diagnostic Center, LLC., Owner
APPLICANT

Single Family Residential District (R-1)
CURRENT ZONE

101 West Daffodil Avenue
ADDRESS

Neighborhood Commercial (N-C)

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

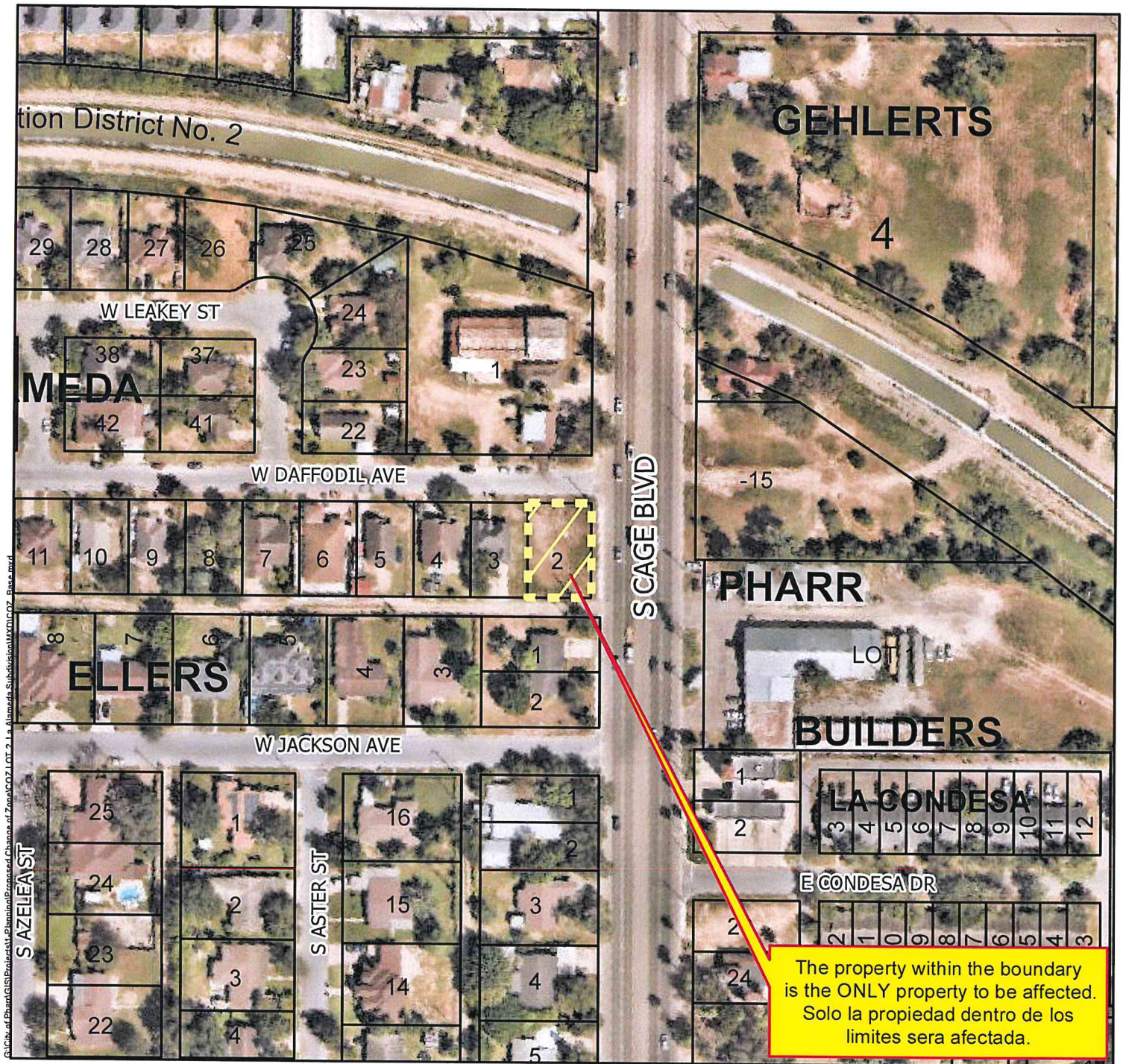
STAFF RECOMMENDATIONS:

Approval

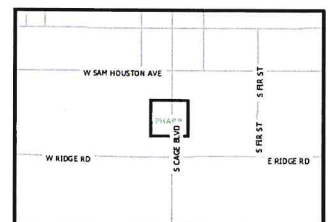
The property meets area requirements and has adequate ingress and egress. The property is not currently
compatible with the future land use plan; however, the zoning will allow for reasonable use of the property and
granting the request results in equal treatment of similarly situated properties. If approved, the owner must comply
with all City Ordinances and City Department requirements.

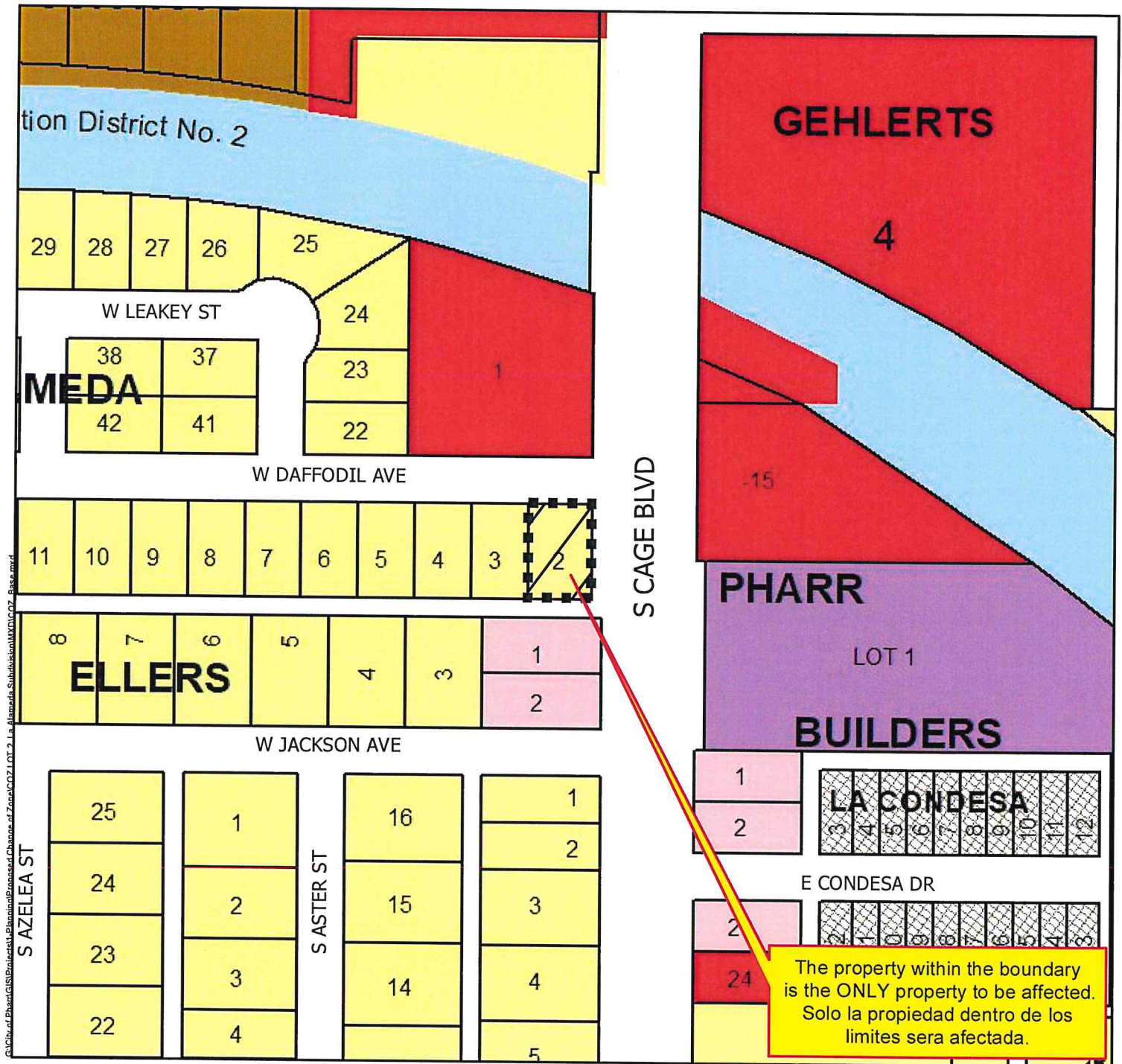
Nelly Terrazas Rojo
PREPARED BY

November 17, 2021
DATE



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

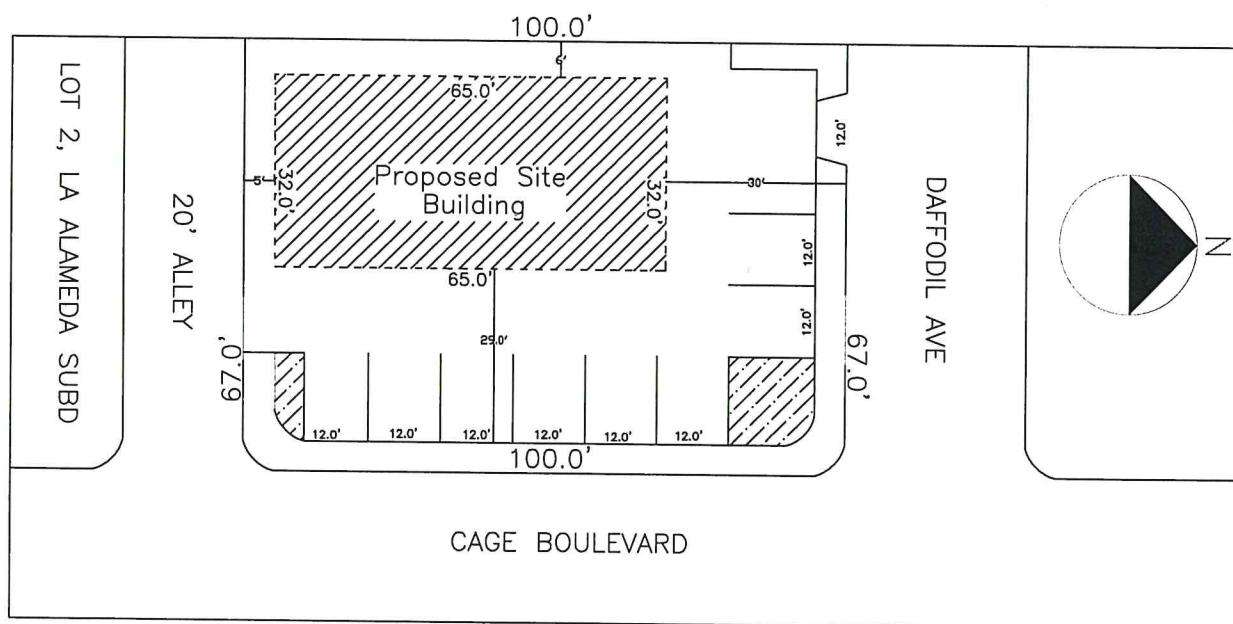




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|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot |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



PRODUCED BY AN AUTODESK STUDENT VERSION



PRODUCED BY AN AUTODESK STUDENT VERSION

PRODUCED BY AN AUTODESK STUDENT VERSION



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.5.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Florinda Hernandez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being 1 acre, more or less, out of Lot 147, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 415 East Ferguson Avenue. **COZ#211059**

Classification: Regular

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

Issue: Florinda Hernandez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C). **COZ#211059**

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C) 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 voted unanimously to approve the request for a change of zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C) subject to staff's recommendations.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: December 6, 2021

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#211059

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: October 8, 2021

1. Applicant: Florinda Hernandez, owner.
2. Requested Action: Re-zoning request from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C).
3. Nature / Intent of Request: In order to develop and construct a carpentry shop

4. Routing to Staff:

A. Roland Gomez, Interim Director

[Signature]
Initials

12-1-21
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

[Signature]
Initials

12-1-21
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

11/22/2021
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being 1 acre, more or less, out of Lot 147, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 415 East Ferguson Avenue.
--

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:

Florinda Hernandez has filed with the Planning and Zoning Commission a request for a Change of Zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C) in order to develop and construct a carpentry shop.

The subject site is located on the north side of East Ferguson Avenue and is physically located at 415 East Ferguson Ave. The property is legally described as being 1 acre, more or less out of Lot 147, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts East Ferguson Avenue a 120' to 150' principal arterial with a posted speed limit of 40 to 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Single-Family Residential District (R-1) and General Business District (C). All properties to the north, east, south and west were annexed on October 16, 1973. Properties to the north and east are zoned Agricultural and/ or Open Space District (A-O), properties to the south and southwest were rezoned from Single Family Residential District (R-1) to General Business District (C) on July 26, 1983. A portion of the property to the west was rezoned to Office and Professional District (O-P) on August 7, 1984. The properties to the north were rezoned to Single Family Residential District (R-1) on August 17, 1999. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for Single-Family Residential use in the Land Use Plan.

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

Twenty – five (25) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received one (1) response to the letters or the legal notice requesting information on development.

Development Services is recommending approval of the request to re-zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C) 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 voted unanimously to approve the request for a change of zone from Single Family Residential District (R-1) & General Business District (C) to Heavy Commercial District (H-C) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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



Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Florinda Hernandez

APPLICANT

Single Family Residential District (R-1) &
General Business District (C)

CURRENT ZONE

415 East Ferguson Avenue

ADDRESS

Heavy Commercial District (H-C)

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

STAFF RECOMMENDATIONS:

Approval

The property meets area requirements, has adequate ingress and egress.

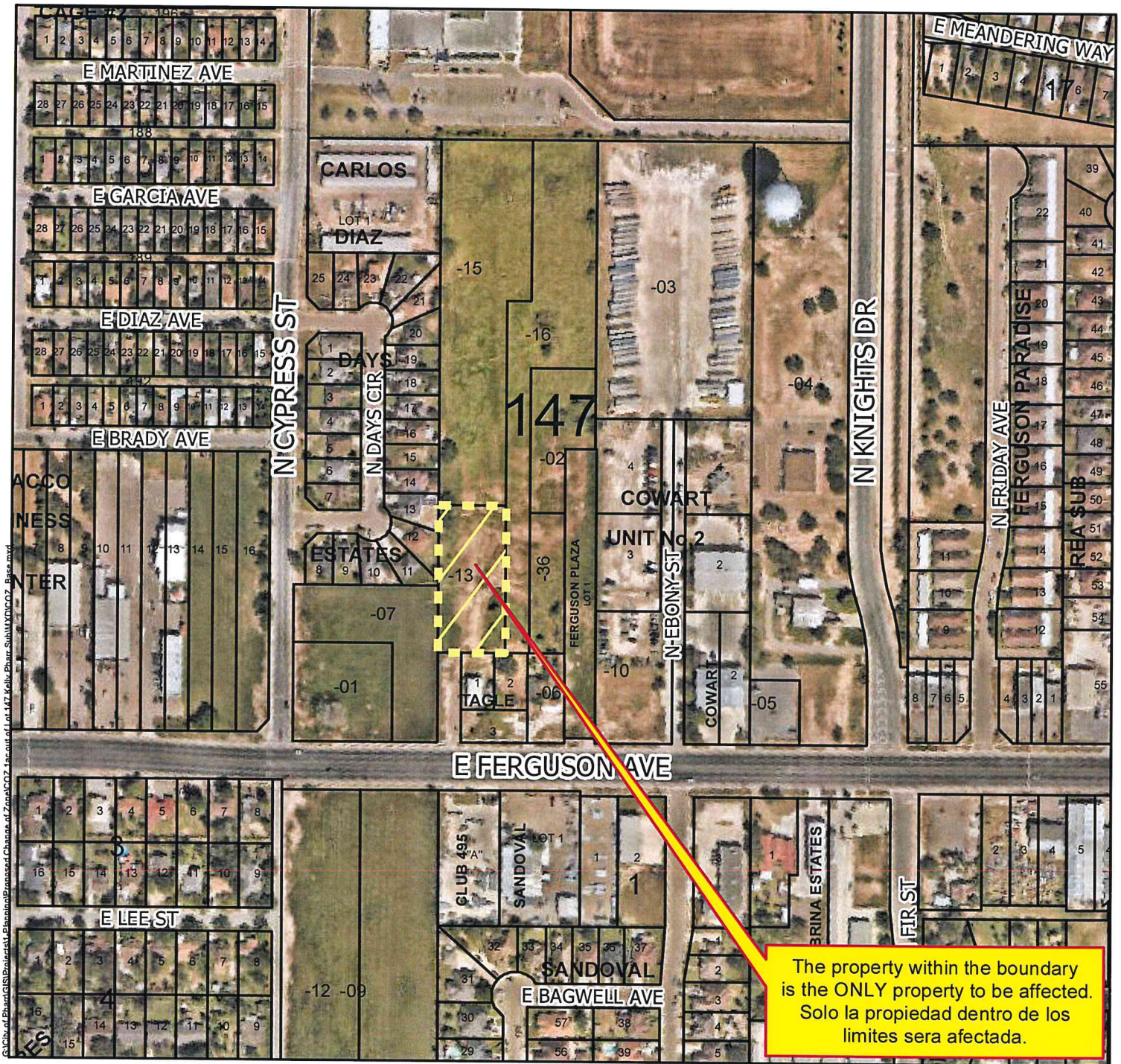
If approved, the owner must comply with all City Ordinances and City Department requirements.

Nelly Terrazas Rojo

PREPARED BY

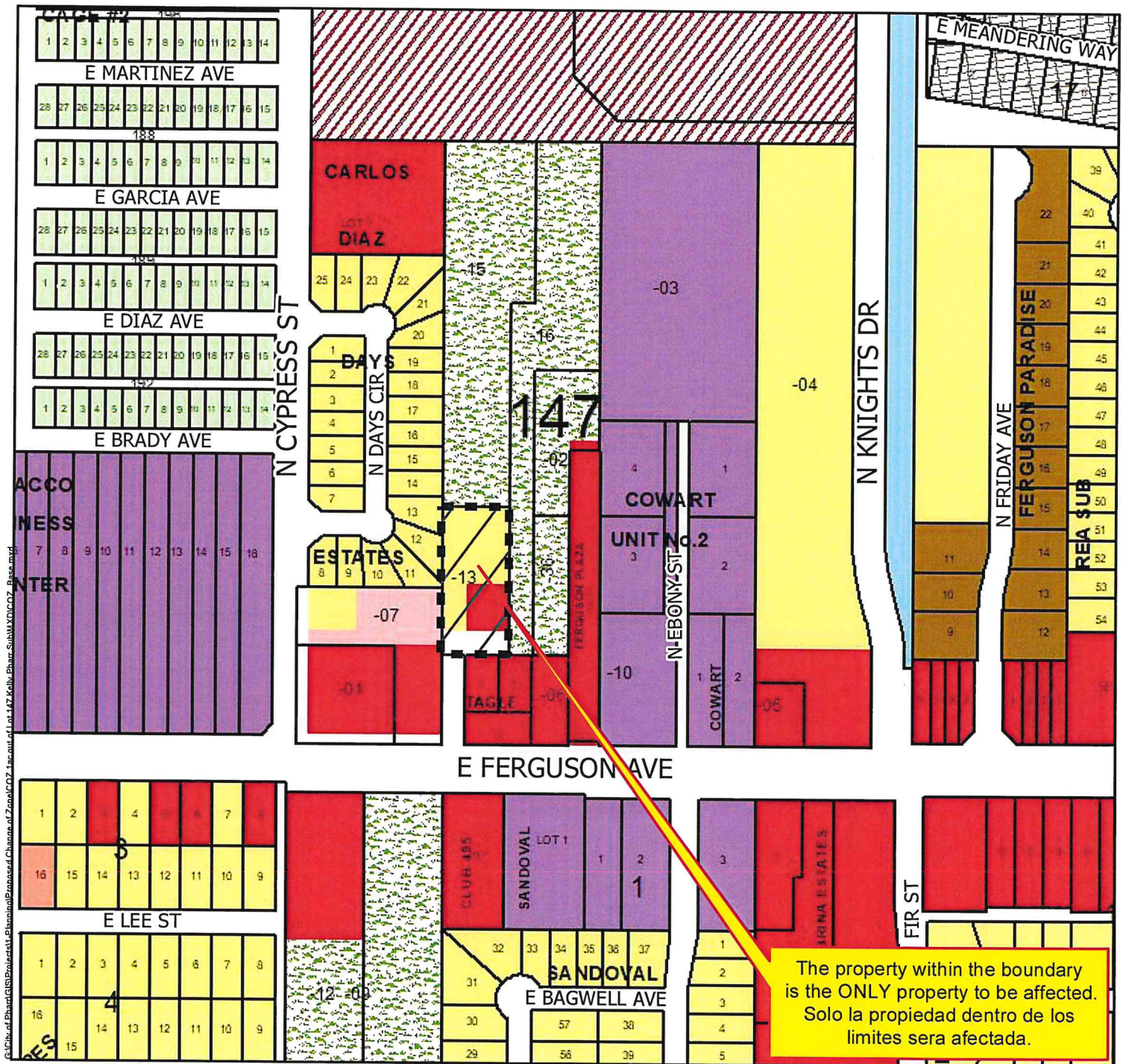
November 17, 2021

DATE

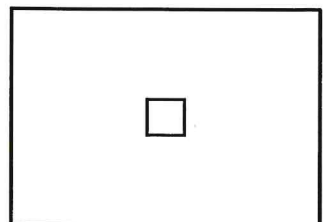


- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential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





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



415 EAST FERGUSON, PHARR TEXAS

100'

20'

20'

20'



WATERCLOSET

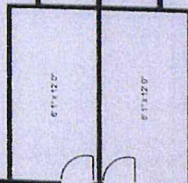
4'0" x 5'0"

5'1" x 12'0"



4'0" x 14'0"

4'0" x 14'0"



6'1" x 12'0"

6'1" x 12'0"

8'0" x 15'0"

8'0" x 15'0"

69

100'

RAMOS CABINETS

A

B

RAMOS WOODWORK & CONSTRUCTION

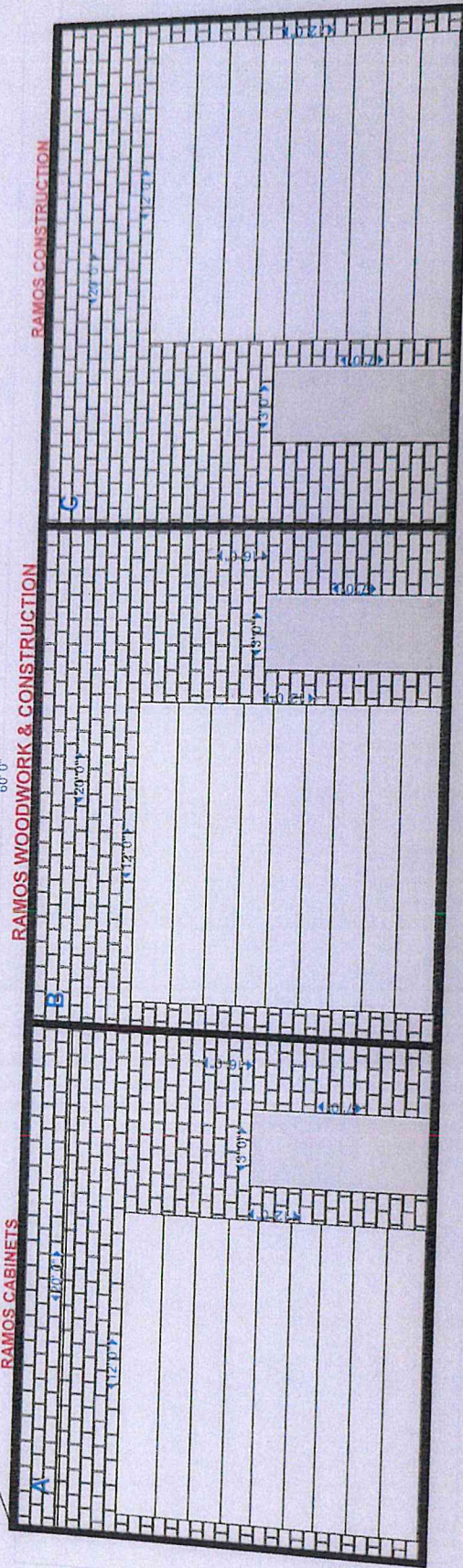
C

RAMOS CONSTRUCTION

60' 0"

60' 0"

60'





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.6.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road.
CUP#131046

Classification: Regular

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

Issue: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#131046**

Fiscal Consideration: n/a

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

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

December 6, 2021

Executive Summary Letter

Conditional Use Permit for ABC –

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

Background:

CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Cinemark El Centro Mall 16.

The property is located at 600 North Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

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



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DEVELOPMENT SERVICES DIRECTOR

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

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

GENERAL INFORMATION:

APPLICANT: CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 3A, Re-plat of Vacated Car-Mel Subdivision, Vacated El Centro Mall No. 3 and 4 Subdivision, Pharr, Hidalgo County, Texas.

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

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

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

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

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

**PLANNING
DEPARTMENT:**

Recommends approval of
the Conditional Use Permit.

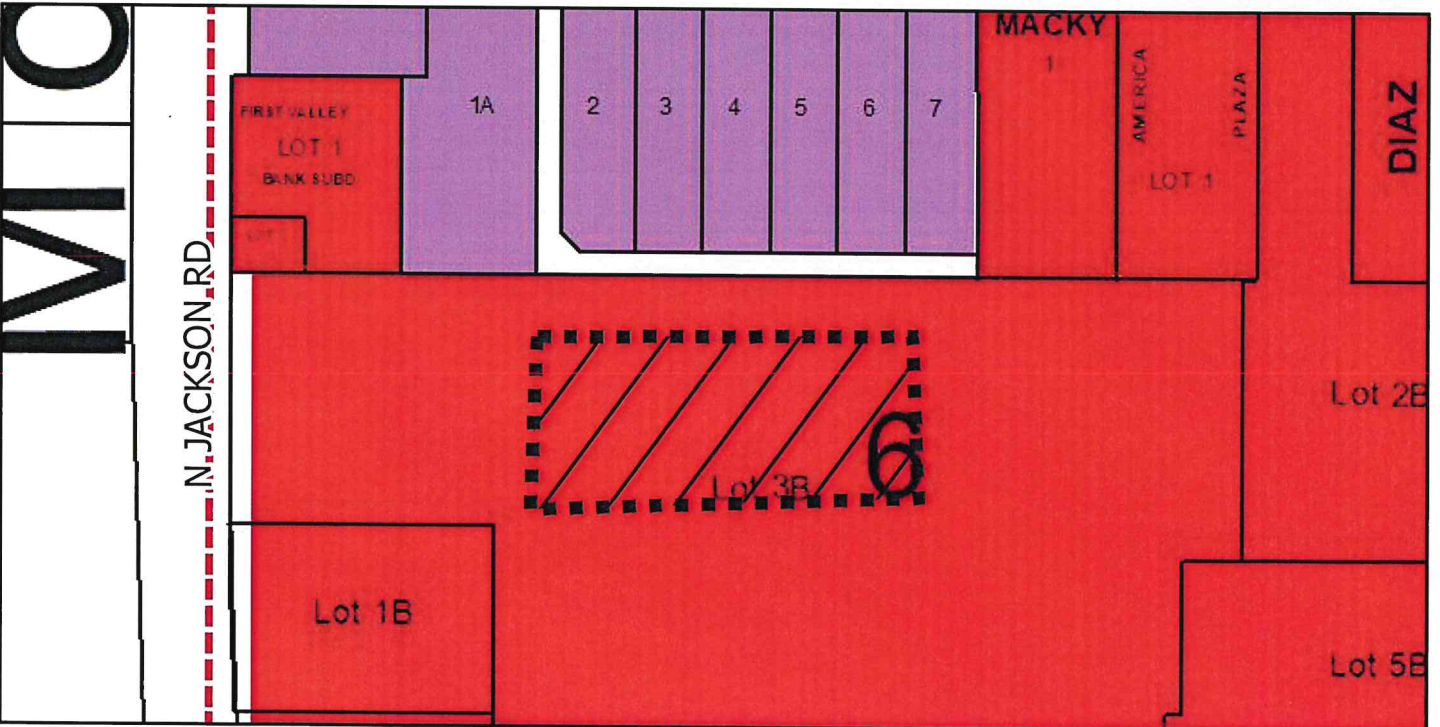
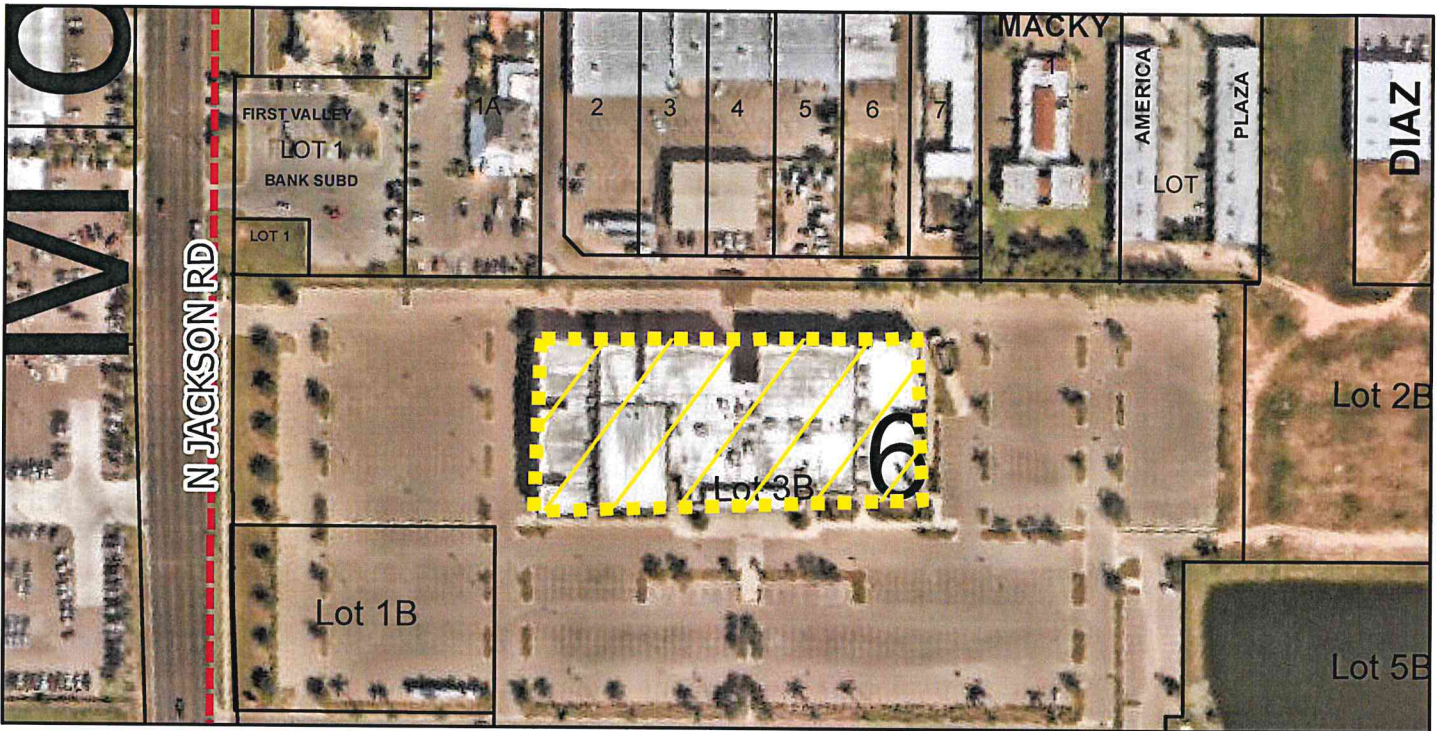
**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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

Conditional Use Permit Renewal
 Vacated El Centro Mall No.3 and 4 Subdivision
 Cinemark El Centro Mall 16
 Cinemark/ CNMK TEXAS PROPERTIES



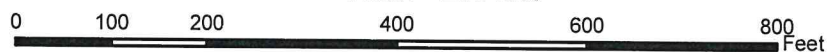
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- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 200 feet



Date: 10/18/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.7.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Big River Brewery, LLC 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 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314**

Classification: Regular

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

Issue: Big River Brewery, LLC 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#170314**

Fiscal Consideration: n/a

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

Alternatives: n/a

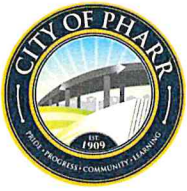
Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

December 6, 2021

Conditional Use Permit for ABC –

Big River Brewery LLC.

Background:

Big River Brewery LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Big River Brewery LLC.

The property is located at 505 West Nolana Loop. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-BIG RIVER BREWERY LLC_S AND B PADILLA_2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 6, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170314 (BIG RIVER BREWERY, LLC)
--

GENERAL INFORMATION:

APPLICANT: Big River Brewery, LLC 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 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 505 West Nolana Loop.

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. This area is generally designated for commercial use in the Land Use Plan.

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit.
	FIRE MARSHAL:	Recommends approval of the Conditional Use Permit.

POLICE CHIEF: Recommends approval of the Conditional Use Permit.

HEALTH DIVISION: Recommends approval of the Conditional Use Permit

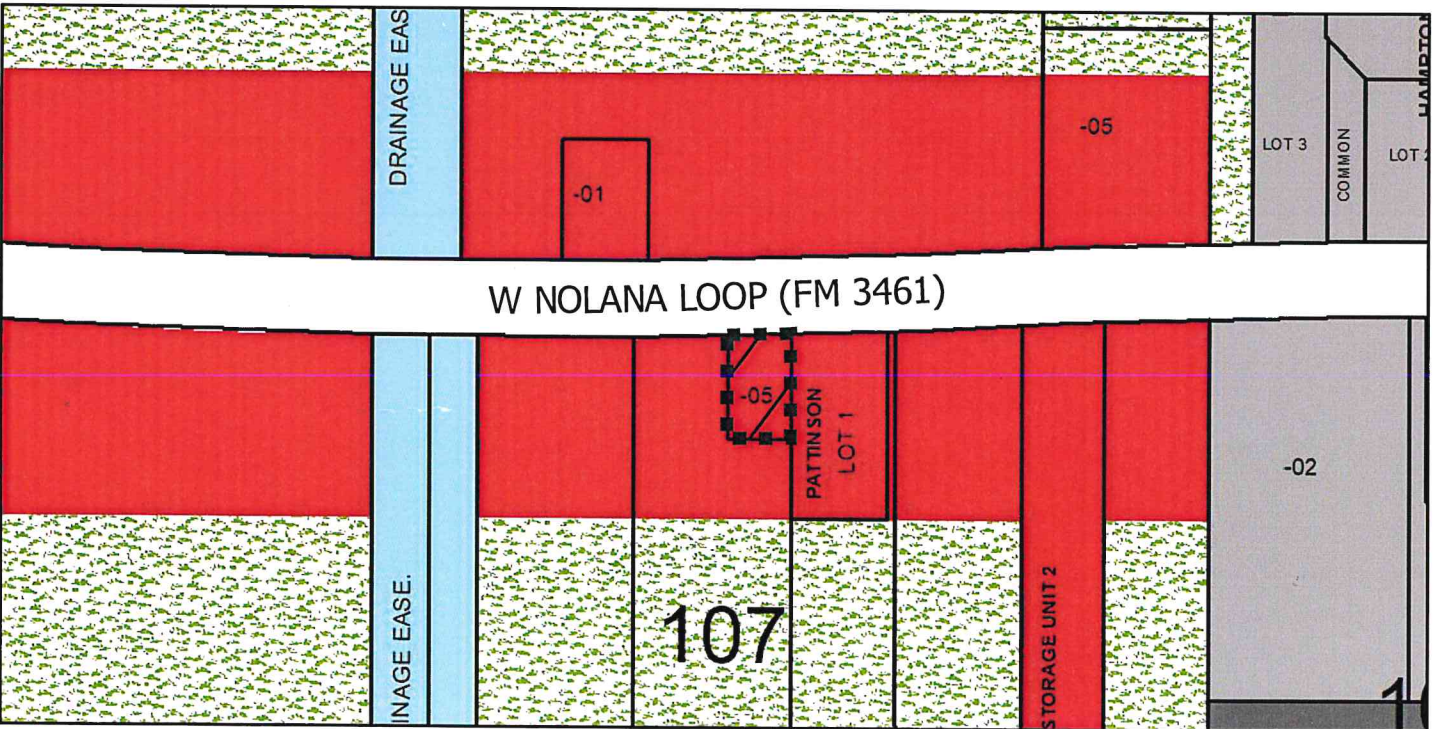
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

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

Conditional Use Permit Renewal
 NE Corner West Half Blk 107 Kelly-Pharr
 Big River Brewery, LLC/ Steve and Bertha Padilla



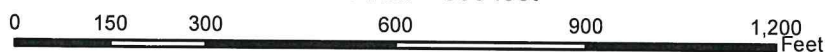
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- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo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

City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 300 feet



Date: 4/6/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED:

MEETING DATE: December 6, 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 #: 5.H.1.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Spoor Engineering Consultants, Inc., representing Jorge Gonzalez, President of Dream Homes by J & J real Estates Co. a Texas corporation, is requesting final plat approval of the proposed Arnold Acres Subdivision. The property is legally described as being a 11.56 acre tract of land out of the West 12.5 acres of Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 600 Block of West Nolana Loop (FM 3461). **SUB#210412**

Classification: Regular

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

Issue: Spoor Engineering Consultants, Inc., representing Jorge Gonzalez, President of Dream Homes by J & J real Estates Co. a Texas corporation, is requesting final plat approval of the proposed Arnold Acres Subdivision. **SUB#210412**

Fiscal Consideration: n/a

Staff Recommendation: Development Services recommends final plat approval of the proposed Arnold Acres Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Arnold Acres Subdivision.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Iris Mata
Roland Gomez
Patricia Rigney
City Management Office

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Final Approval - 12/3/2021



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 06, 2021

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, INTERM DIRECTOR DEVELOPMENT SERVICES

THROUGH: EDWARD WYLIE, INTERIM CITY MANAGER

SUBJECT: ARNOLD ACRES SUBDIVISION FILE NO. SUB#210412
--

GENERAL INFORMATION:

APPLICANT: Spoor Engineering Consultants, Inc., representing Jorge Gonzalez, President of Dream Homes by J & J real Estates Co. a Texas corporation, is requesting final plat approval of the proposed Arnold Acres Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 11.56 acre tract of land out of the West 12.5 acres of Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 600 Block of West Nolana Loop (FM 3461).

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

PROPERTY PROPOSED USE: Apartments and retail Lots.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Arnold Acres Subdivision subject to the following conditions:

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

1. Provide street light layout 250' max. separation.
2. Need to apply for a curb cut permit at TxDot.
3. Sidewalk permit shall be submitted to TxDot.

EASEMENTS:

1. Show and label on plat layout irrigation easement on the west side of drainage easement (Doc.# 825353).
2. Add a 5' landscaping easement after the 20' utility easement along W. Nolana Loop.
3. As per HCID #2, they claim a 70' fee simple on property line south of property 35' north and 35' south of property line. Vol.26, Pg.234 – Vol.0, Pg.63
4. Show all existing easements within property.

**SIDEWALK:
ADA:**

1. See attached comments.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.
2. Follow City of Pharr construction standards manual.

SEWER:

1. See attached comments.

DRAINAGE:

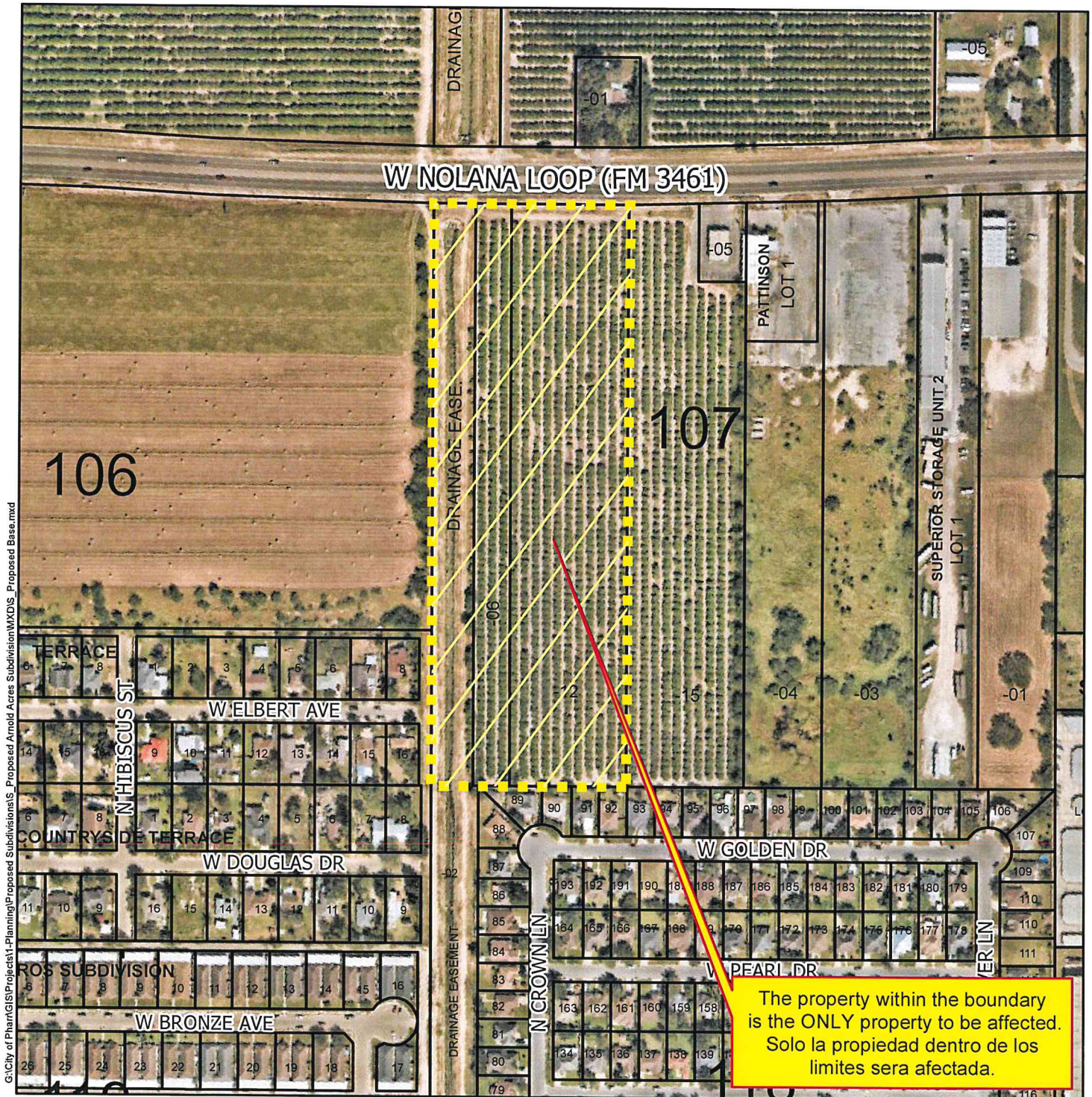
1. See attached comments.

OTHER:

1. Provide engineers signature.
2. Need surveyor signature and seal on plat.
3. Add engineers registration firm number on plat.
4. Update location map.
5. Provide square footage for each lot, show on each lot.
6. Parkland fee: \$250.00/Dwelling (Approx. 153 Dwelling)=
\$38,250.00

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed Arnold Acres Subdivision.



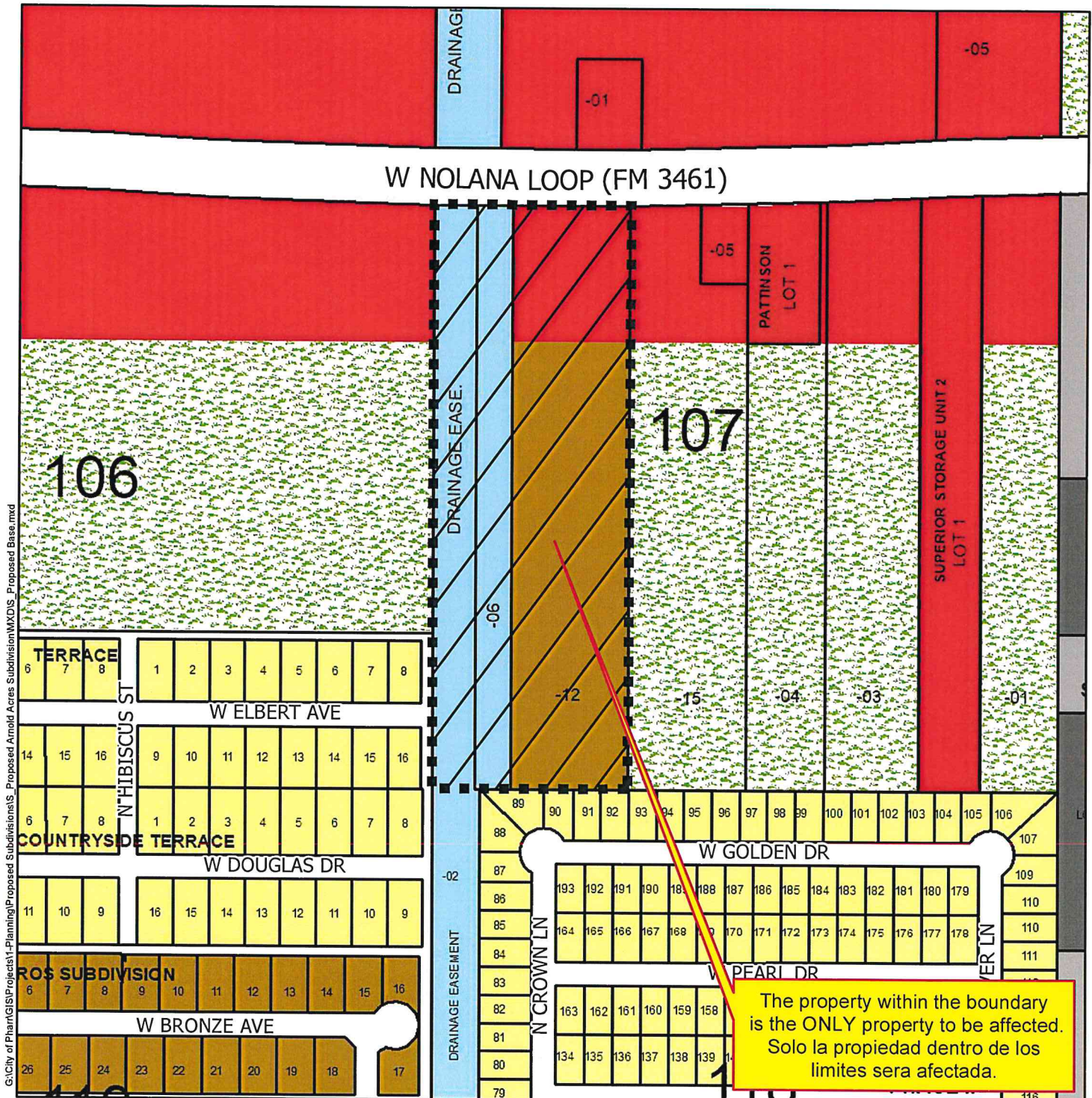
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- 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





- 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
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional

- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development



PLAT REVIEW MEETING FOR:

ARNOLD ACRES SUBDIVISION

COMMENTS:

Initials: O.D.L. / J.R. / R. B.

AUG 12, 2021

WATER:

- Tapping tee will not be allowed will need to install MJ Tee
- Water services for Lot 1 and 3 will need to be installed
- Will need crossing details in all storm lines
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to install manhole further north and end easement on that manhole location
- Sewer service will remain private after manhole location
- All Manhole Ring and Covers will need to be Composite Based with City of Pharr 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: _____



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: Arnold Acres Subdivision (Plat Review Comments)

Reviewed by: Manuel Renta

August 16, 2021

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or 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 hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet 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 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet 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. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-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.
7. 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.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on payment by city to indicate location of the fire hydrant. FIRE HYDRANT COLOR MUST BE **FACTORY YELLOW** FROM MANUFACTURE PRIOR TO INSTALLATION.
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (FIRE LANE – TOW AWAY ZONE).
11. 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: 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 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. 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 the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

- 1. Shall provide a Fire Hydrant detail.**
 - 2. Shall provide width for the access road, shall be minimum 26 feet all around.**
 - 3. Shall provide detail for the 30"x30"x6" concrete collar.**
 - 4. Fire Hydrant markings: Fire lanes must be painted RED: 15 feet on each side of hydrant (total of 30 feet). With lettering at least 3 inches tall (FIRE LANE –NO PARKING- TOW AWAY ZONE).**
 - 5. Need another Fire Hydrant Mueller brand and or equal too, on the entrance of Nolana Rd. for fire protection to lot 1 & 3.**
 - 6. Shall provide a Sidewalk detail.**
 - 7. If gated entrance to be utilized; GATED SECURITY SYSTEMS must obtain one of the following, Fire Department approved Knox Switch – Rapid Entry System made by the Knox Company, Yelp activated gate opening, or Manuel Release secured with Knox Pad Lock.**
-



SUBDIVISION REVIEW COMMENTS

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

SUBDIVISION: Arnold Acres Subdivision **DATE:** August 12, 2021
PH 2

REVIEW: Preliminary (comments plans dated 8-2-2021)

PLAT

1. Signature and seal from R.P.L.S.

SITE PLAN

1. Show all pertinent City of Pharr details. (Profile of access road and parking lot, sidewalk, all utility crossings, utility bedding for storm, sewer and water, sanitary sewer manholes, cleanout, concrete headwalls for drainage discharge points, water services, sewer services, concrete driveway)
2. Show how storm runoff will be captured in drainage layout.
3. Detention pond shows that it is encroaching in HCID No. 2 ROW, please make necessary revisions to detention pond as needed.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

ADDITIONAL COMMENTS



Pharr Public Work



SUBDIVISION: Plat Review Meeting
Arnold Acres Subdivision
W. Nolana Loop
Pharr Tx, 78577

DATE: 08/11/2021

Plat Notes:

General Notes: 12.5 Acres

- Detail of all outfalls
- Must submit a digital copy (in USB) for review and one (1) hard copy for finalization of the Stormwater Pollution Prevention Plan w/Notice of Intent at pre-construction meeting. Will be reviewed and must be approved prior to any earthwork disturbance and Notice of Proceed (NTP) is issued.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Anali Alanis, Asst. City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2021-57 relating to the number of authorized civil service positions within the Fire and Police Departments. **(1st Reading)**

Classification: Regular

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

Issue: The Police Department was awarded a grant for 10 officers.

Fiscal Consideration: grant allocation for the salary of all 10 officers.

Staff Recommendation: Staff recommends approval.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Anali Alanis

Created/Initiated - 12/2/2021

Anali Alanis

Approved - 12/2/2021

Karla Saavedra

Approved - 12/3/2021

Patricia Rigney

Approved - 12/3/2021

City Management Office

Final Approval - 12/3/2021

ORDINANCE NO. O-2021-__

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2021-57 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

Police Department			
	Current Positions	Increase By	New Total
Police Officer	112	10	122
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	0	2
Assistant Chief	1	0	1
Police Chief	1	0	1

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

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	42	0	42
Engineer	22	0	22
Lieutenant/Asst. Fire Marshal	14	0	14
Captain	0	1	1
Battalion Chief	0	3	3
Deputy Chief/Fire Marshal	3	-1	2
Assistant Chief	1	0	1
Fire Chief	1	0	1

- 3) any vacancies created are to be filled by civil service procedures. Deputy Chief positions within the Police Department shall be filled in accordance to Memorandum of Understanding executed on 09/18/2020.

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

SECTION 4: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 5: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 6: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

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

CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

Hilda Pedraza, TRMC City Clerk

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

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, TRMC City Clerk

PASSED AND APPROVED ON THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of January, 2022.

CITY OF PHARR

ATTEST:

Ambrosio “Amos” Hernandez, Mayor

Hilda Pedraza, TRMC City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Sandra Regalado, Grants Manager

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2018-15 for the establishment and administration of Records Management Program. *(Adoption on 1st Reading)*

Classification: Regular

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

Issue: Due to monitoring review from HUD, we were required to provide a schedule and policy specific to HUD Grantees Record Management Policy. Although the city currently has a records retention policy, it falls short of HUD's requirements. They have provided us with guidance as to what to include.

Agenda Background:

We must retain and dispose of files in accordance with applicable HUD federal program regulations. 24 CFR 570.502(a)(16) Uniform Administrative Requirements references 24 CFR 85.42, Retention of access of requirements for records – Four years.

Record Retention Period Under the uniform administrative requirements of the CDBG regulations, grantees and subrecipients are required to retain CDBG records for a period of not less than four years. For subrecipients, the record retention period begins from the date of submission of the CAPER in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award. (NOTE: Prior to 1995, the retention period was three years.) The change to a four year retention period in 1995 means the CDBG requirements are consistent with Consolidated Plan regulations, which require that grantees maintain information and records relating to the jurisdiction's Consolidated Plan and the use of funds under the programs covered by the Consolidated Plan, including CDBG, for a period of not less than five years.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Sandra Regalado

Cynthia Garza

Anali Alanis

Patricia Rigney

City Management Office

Created/Initiated - 12/3/2021

Approved - 12/3/2021

New - 1/1/1900

ORDINANCE NO. O-2021-__

AN ORDINANCE AMENDING ORDINANCE NO. O-2018-15 OF THE CITY OF PHARR, TEXAS PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A RECORDS MANAGEMENT PROGRAM FOR THE CITY; PROVIDING FOR PURPOSE OF RECORDS MANAGEMENT PROGRAM; PROVIDING FOR AND DESIGNATING A RECORDS MANAGEMENT OFFICER TO ADMINISTER SAID RECORDS MANAGEMENT PROGRAM; PROVIDING DEFINITIONS FOR RECORDS MANAGEMENT PROGRAM; PROVIDING RECORDS MANAGEMENT DUTIES OF RECORDS MANAGEMENT OFFICER AND DEPARTMENT HEADS; PROVIDING FOR THE DESTRUCTION OF RECORDS UNDER A RECORDS CONTROL SCHEDULE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF; PROVIDING REPEALING AND SEVERABILITY CLAUSES; AND DECLARING AN EMERGENCY AND EFFECTIVE DATE

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act) provides that a municipality must establish by ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, the City of Pharr, Texas desires to adopt an ordinance for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping.

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

SECTION 1. DEFINITION OF MUNICIPAL RECORDS. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to them is open or restricted under the laws of the state, created or received by the City of Pharr or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the City of Pharr and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. ADDITIONAL DEFINITIONS.

(1) "Department head" means the officer who by ordinance or administrative policy is in charge of an office of the City of Pharr that creates or receives records.

(2) "Essential record" means any record of the City of Pharr necessary to the resumption or continuation of its operations in an emergency or disaster, to the re-creation of its legal and financial status, or to the protection and fulfillment of obligations to the people of the state.

(3) "Permanent record" means any record of the City of Pharr for which the retention period on a records control schedule is given as permanent.

(4) "Records control schedule" means a document prepared by or under the authority of the Records Management Officer listing the records maintained by the City of Pharr, their retention periods, and other records disposition information that the records management program may require.

(5) "Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

(6) "Records management officer" means the person designated in Section 5 of this ordinance.

(7) "Records management plan" means the plan developed under Section 6 of this ordinance.

(8) "Retention period" means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

SECTION 3. MUNICIPAL RECORDS DECLARED PUBLIC PROPERTY. All municipal records as defined in Sec. 1 of this ordinance are hereby declared to be the property of the City of Pharr. No municipal official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 4. POLICY. It is hereby declared to be the policy of the City of Pharr to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all municipal records through a comprehensive system of integrated procedures for their management from creation to ultimate disposition, consistent with the requirements of the Texas Local Government Records Act, HUD Regulations for CDBG Grants funded and accepted records management practice.

SECTION 5. DESIGNATION OF RECORDS MANAGEMENT OFFICER. The City Clerk, and the successive holders of said office, shall serve as Records Management Officer for the City of Pharr. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

SECTION 6. RECORDS MANAGEMENT PLAN TO BE DEVELOPED, APPROVAL OF PLAN; AUTHORITY OF PLAN.

(a) The Records Management Officer shall develop a records management plan for the City of Pharr for submission to the City. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the municipality, and to properly preserve those records of the municipality that are of historical value. The plan must be designed to enable the Records Management Officer to carry out his or her duties prescribed by state law and this ordinance effectively.

(b) Once approved by the City of Pharr, the records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City and records shall be created, maintained, stored, microfilmed, or disposed of in accordance with the plan.

(c) State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head or the records in the department head's care from the application of this ordinance and the records management plan adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of the City of Pharr.

SECTION 7. DUTIES OF RECORDS MANAGEMENT OFFICER. In addition to other duties assigned in this ordinance, the Records Management Officer shall:

(1) administer the records management program and provide assistance to department heads in its implementation;

(2) plan, formulate, and prescribe records disposition policies, systems, standards, and procedures;

(3) in cooperation with department heads identify essential records and establish a disaster plan for each municipal office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;

(4) develop procedures to ensure the permanent preservation of the historically valuable records of the city;

(5) establish standards for filing and storage equipment and for recordkeeping supplies;

(6) study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the City of Pharr;

(7) monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records

management program and the municipality's records control schedules are in compliance with state regulations;

(8) disseminate to the City and department heads information concerning state laws and administrative rules relating to local government records;

(9) ensure that the maintenance, preservation, microfilming, destruction, or other disposition of the records of the City are carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

(10) maintain records on the volume of records destroyed under approved records control schedules or through records destruction authorization requests, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

(11) report annually to the City on the implementation of the records management plan in each department of the City of Pharr, including summaries of the statistical and fiscal data compiled under Subsection (10); and

(12) bring to the attention of the City of Pharr non-compliance by department heads or other municipal personnel with the policies and procedures of the records management program or the Local Government Records Act.

SECTION 8. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS. In addition to other duties assigned in this ordinance, department heads shall:

(1) cooperate with the Records Management Officer in carrying out the policies and procedures established in the City for the efficient and economical management of records and in carrying out the requirements of this ordinance;

(2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and

(3) maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City and the requirements of this ordinance.

SECTION 9. RECORDS CONTROL SCHEDULES TO BE DEVELOPED; APPROVAL; FILING WITH STATE.

(a) The Records Management Officer, in cooperation with department heads, shall prepare records control schedules on a department-by-department basis listing all records series created or received by the department and the retention period for each series. Records control schedules shall also contain such other information regarding the disposition of municipal records as the records management plan may require.

(b) Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the City.

(c) Before its adoption a records control schedule or amended schedule for a department must be approved by the department head and the city.

(d) Before its adoption a records control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

SECTION 10. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES; DESTRUCTION OF RECORDS UNDER SCHEDULE.

(a) A records control schedule for a department that has been approved and adopted under Section 9 shall be implemented by department heads according to the policies and procedures of the records management plan.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending lawsuit, or the department head requests in writing to the Records Management Officer that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer from the City.

SECTION 11. DESTRUCTION OF UNSCHEDULED RECORDS. A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has submitted to and received back from the director and librarian an approved destruction authorization request.

SECTION 12: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after the passage and approved.

**APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR, TEXAS, on this the 6th of December 2021.**

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CHAPTER 5.0: RECORD-KEEPING AND REPORTING REQUIREMENTS

Accurate record keeping and reporting are crucial to the successful management of your CDBG-funded activities. The *failure to maintain* adequate documentation of CDBG-funded activities continues to be one of the most serious administrative issues undermining program performance and regulatory compliance of subrecipients in the CDBG Entitlement program.

Without adequate record keeping, you and your grantee cannot track performance against your contract goals and your grantee cannot provide adequate management support in its oversight of your activities. Insufficient documentation and reporting on your part leads to serious monitoring findings, and those findings are likely to be much more difficult to resolve in cases where records are missing, inaccurate, or otherwise deficient.

It is very important, therefore, that you adhere to the record-keeping and reporting requirements of the Entitlement program and other pertinent regulations. Adequate documentation means knowing:

- What information needs to be collected and why.
- When that information should be collected (and how often).
- How the information should be acquired, organized, and stored.
- How the information should be reported.
- The required retention period for records.

This chapter addresses the minimum standards for documentation with respect to general record-keeping requirements, file organization and maintenance, retention of records, access to records, and reporting requirements. The end of the chapter contains a comprehensive chart identifying key records for each of three record types: administrative records, financial records and project records.

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

AS YOU READ THIS CHAPTER, THINK ABOUT ...

1. Whether your agency has a *clearly defined process* for acquiring, organizing, storing, retrieving, and reporting information, especially about your CDBG-funded activities.
2. How you can *strengthen your documentation and reporting systems* to meet the requirements outlined in this chapter.
3. *Who in your agency is responsible* for the majority of record-keeping and reporting tasks, and whether they are properly trained and supported.
4. How you can *streamline your record-keeping and reporting procedures* by standardizing the process and removing duplication of records from your system.
5. How your agency might begin to automate (computerize) some of the record-keeping and reporting tasks if it has not already done so.

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

5.1 General Record-Keeping Requirements

Every subrecipient is required to establish and maintain at least three major categories of records:

- **Administrative records:** These are files and records that apply to the overall administration of the subrecipient's CDBG activities. They include the following:
 - Personnel files.
 - Property management files.
 - General program files: files relating to the subrecipient's application to the grantee, the Subrecipient Agreement, program policies and guidelines, correspondence with grantee and reports, etc.
 - Legal files: articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- **Financial records:** These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- **Project/case files:** These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

Since previous chapters of this handbook have provided information about the elements necessary for financial and general administrative records, this chapter focuses primarily on CDBG requirements as they relate to project files or case files. Exhibit 5-1 at the end of the chapter provides a checklist of the most important files that should be maintained by both subrecipients and grantees for monitoring purposes.

The **general CDBG standard for record keeping** is that records must be *accurate, complete and orderly*. A grantee must establish the specific requirements for record keeping in its Subrecipient Agreement (24 CFR 570.503(b)(2)). Grantees frequently specify record keeping requirements for their subrecipients that are very similar to those found in 24 CFR 570.506, so that for the activities undertaken by subrecipients, the grantee will be able to demonstrate compliance with all applicable program requirements. Therefore, a subrecipient should anticipate having to maintain records sufficient to:

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

Provide a **full description of each activity** assisted with CDBG funds, including the location where the activities occur, the amount of CDBG funds budgeted, obligated, and expended for the activity and the regulatory provision under which the activity is eligible.

- Demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR 570.208 and particularly the record-keeping requirements at 570.506(b)(1) - (12)).
- Show that the subrecipient has made all necessary **determinations required for the eligibility of certain activities** under the CDBG program, including but not limited to 24 CFR 570.201(f) **for interim assistance**, 570.201(i)(2) **for relocation**, 570.201(p) **for technical assistance**, 570.202(b)(3) **for loans to refinance existing indebtedness secured by a property being rehabilitated**, 570.204 **for activities carried out by CBDOs**, and 570.206(f) **for the preparation of applications for other Federal programs**, and 570.209 **for special economic development activities**.
- Document compliance with the program rules regarding **any change of use of real property** acquired or improved with CDBG assistance (24 CFR 570.505 and 570.503(b)(7)(i) and (ii)).
- Demonstrate compliance with the program requirements regarding **acquisition, displacement, relocation, and replacement housing** (24 CFR 570.606).
- Detail the subrecipient's **fair housing** activities and **equal opportunity** compliance.
- Maintain all necessary information relative to the other program requirements specified in Subpart K of 24 CFR Part 570 (which includes **labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients; and conflict of interest**).

It should be noted that subrecipients are not responsible for providing documentation for the initial environmental review of an activity, because they cannot assume the grantee's environmental responsibilities (24 CFR 570.503(b)(5)). However, actions that a subrecipient provides to the grantee in order for it to carry out these responsibilities and other actions the subrecipient takes to abate or address environmental findings must be documented.

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

5.2 File Organization and Maintenance

A subrecipient should structure its project/case files and other records to comply with the general requirements specified in the preceding section and to facilitate preparation of progress and other reports, including all submissions necessary for the grantee's input into the Integrated Disbursement and Information System (IDIS) and its Consolidated Annual Performance and Evaluation Report (CAPER).

In setting up (or reviewing the adequacy of) its record-keeping system, a subrecipient should use this handbook to develop a list of all the items for which it must maintain documentation on a case/project basis and/or an activity basis. For example, if a subrecipient is carrying out a housing rehabilitation program using private contractors, **each project case file** should contain appropriate records, including:

- The owner's application for assistance, including the address of the property.
- Household size and income documentation for the owner and other households in the structure (if a multi-unit building) and other information to determine program eligibility and the appropriate level of financial assistance (underwriting).
- Other demographic information on the anticipated and actual beneficiaries of the activity for this project/case.
- The work write-up on the property.
- Evidence of any required owner contribution or private loan match.
- The financial assistance agreement between the subrecipient and owner (specifying levels of assistance, intended uses for funds, matching requirements, general program requirements, repayment and recapture procedures, requirements for occupancy by low- and moderate-income households if rental property, etc.).
- Evidence of liens to secure loan.
- Documentation of contractor solicitation and selection.
- Documentation of rent affordability, where applicable.
- A copy of executed construction contract, with all necessary provisions.

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- Documentation of compliance, as applicable, with historic preservation, flood insurance, lead-based paint, Davis-Bacon, relocation/anti-displacement, and other relevant program rules.
- Evidence of the subrecipient's periodic on-site inspection and sign-off on rehabilitation work, including final inspection.
- Copies of all change orders, with proper authorization.
- Records of disbursements made for completed and approved work. (In regard to this last item, a subrecipient must ensure that the data in its project files agree with its financial records.)

For each type of activity undertaken, a subrecipient in consultation with the grantee should determine the comparable data that must be maintained in the individual case files and establish a system for ensuring that every file contains the necessary information. Although the list will vary from activity to activity, each project or case file should include documentation of the **National Objective** being met, the **characteristics and location of beneficiaries**, the **eligibility of the activity**, the **compliance with special program requirements**, the **allowability of the costs**, and the **status of the case/project**.

A subrecipient must also devote attention to implementing an efficient method for compiling **cumulative data** on its activities **for inclusion in periodic reports** required by the grantee. The subrecipient should develop **logs for recording and totaling programmatic data** (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress to avoid searching through all of its individual case files to obtain aggregate statistics every time a progress report is due. The establishment of such logs at the commencement of a CDBG activity, based on the reporting requirements specified by the grantee (see **Section 5.5** in the following section), can save a subrecipient considerable time and effort over the course of the activity.

With an automated reporting system, it is critical to structure the computer database to permit the collection and manipulation of all data elements (i.e., characteristics of projects and beneficiaries) necessary for the production of currently required reports and reports that may be desired in the future. This requires a careful appraisal of current and anticipated future operations and an assessment of the "interface" between the computer system and the individuals who will input the data and those who will use the generated reports.

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5.3 Retention of Records

To avoid monitoring findings and facilitate audit reviews, subrecipients are required to retain their records for extended periods of time, even though an activity may be completed for some time:

- **For all subrecipients:** 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix) (A) and (B), as appropriate:

In general, **records are to be retained for 4 years** from the date of submission of the grantee's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer.

5.4 Access to Records

- Representatives of the grantee, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e))
- Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).

5.5 Reporting Requirements

A subrecipient's reporting requirements must be specified by the grantee in the Subrecipient Agreement (24 CFR 570.503(b)(2)). These reporting requirements must be consistent with the provisions of 24 CFR 85.40(a) and (e) and 85.41 (c) and (d) for governmental subrecipients or 24 CFR 84.51(a) for non-profit subrecipients.

Although it has broad discretion over the type and frequency of reports, **a typical grantee is likely to request three kinds of reports** from its subrecipients: information on drawdown requests, regular progress reports, and CAPER data.

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- As part of a subrecipient's periodic **drawdown requests**, all grantees should require the subrecipient to provide information on the financial status of the latter's operations, which should include (for each activity) the amount of:
 - Funds budgeted.
 - Funds received in drawdowns to date.
 - Funds obligated in most recent period and to date.
 - Funds expended in most recent period and to date.
 - Cash on hand (including program income identified as such).
 - Previous drawdowns requested but not yet received.
- Most grantees will also require regular **progress reports** from subrecipients. These reports generally will be required monthly or quarterly and will usually be designed to **track actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments** as specified in the project schedule and budget portions of the Subrecipient Agreement.
- In addition, grantees will need information from their subrecipients **in connection with the grantee's input to IDIS and for preparation of its CAPER**, which it must submit to HUD. Although for some grantees the information contained in the subrecipient progress reports may be sufficient to satisfy their CAPER needs, others may need to supplement these regular reports with requests to their subrecipients for special reports. In IDIS and in its CAPER, the grantee must provide the following information on each CDBG activity funded:
 - The activity's name, matrix code, description, and location.
 - The National Objective being met.
 - The amount expended during the program year.
 - The total cost of each multi-unit housing and 570.203(b) economic development activity.

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- The amount of unliquidated obligations for each public service and planning and administration activity if CDBG funds are not disbursed during the 90 days after the end of the grantee's program year.
- Activity status and specific units of accomplishments, including compliance with the applicable National Objective, during each program year.
- For rehabilitation activities, the CAPER also requires information (organized separately for single-units and each multi-unit property) on:
 - Activity delivery costs expended in carrying out rehabilitation may be included as part of the cost of the rehab activity or may be reported as a separate activity.
 - Number of units proposed and completed.
 - Number of units in each multi-unit structure initially occupied by low- and moderate-income households following rehab.
 - For multi-unit properties, the amount proposed and expended from CDBG, other public, and private sources.
- The CAPER also requires data on:
 - The characteristics of beneficiaries of direct benefit activities (expressed in total households/persons assisted, number of extremely low-income, low-income, and moderate-income households/persons, and ethnic characteristics of beneficiaries).
 - The source and amount of program income received during the program year.
 - Number and total dollar amount of loans outstanding.
 - CDBG-acquired parcels of property to be sold.
 - Households displaced in connection with CDBG activities.

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As mentioned in **Section 5.2 in the preceding section**, a subrecipient should **carefully identify its complete CDBG reporting responsibilities as part of the process of designing its record-keeping system** for CDBG-funded activities.

A final area of reporting not discussed in this chapter concerns **annual audits**. This subject is addressed in detail in **Chapter 7.0**.

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A Handbook for CDBG Subrecipients on Administrative Systems

Exhibit 5–1: Record-Keeping Checklist for Tracking Activities

- This form should be initiated when grantee awards a subgrant to a subrecipient.
- The date at the top should indicate the last time the checklist was updated.
- This form should be updated after internal project review, after monitoring visits by the grantee, or when key documents are modified or received from/sent to the grantee.

Date Checklist Last Updated: _____

Documents to be Maintained	Document Source		Status	
	Source	Date	Complete?	Location
Project Application			Y N	
☐ Original Application	☐ Subrecipient	_____	☐ ☐	_____
☐ Amendments to Application	☐ Subrecipient/Grantee	_____	☐ ☐	_____
☐ Approval of Amendments	☐ Grantee	_____	☐ ☐	_____
☐ Notice of Award	☐ Grantee	_____	☐ ☐	_____
☐ Correspondence	☐ Subrecipient/Grantee	_____	☐ ☐	_____
Pre-Award Documentation			Y N	
☐ Articles of Incorporation/Bylaws	☐ Subrecipient	_____	☐ ☐	_____
☐ Non-profit Determination	☐ Subrecipient	_____	☐ ☐	_____
☐ List of Board of Directors	☐ Subrecipient	_____	☐ ☐	_____
☐ Authorization to Request Funds	☐ Subrecipient	_____	☐ ☐	_____
☐ Authorized Official	☐ Subrecipient	_____	☐ ☐	_____
☐ Organizational Chart	☐ Subrecipient	_____	☐ ☐	_____
☐ Résumés of Chief Admin. and Chief Fiscal Officers	☐ Subrecipient	_____	☐ ☐	_____
☐ Financial Statement and Audit	☐ Subrecipient	_____	☐ ☐	_____
☐ Conflict of Interest Statement	☐ Subrecipient	_____	☐ ☐	_____
☐ Plan for Compliance with National Objectives	☐ Subrecipient	_____	☐ ☐	_____
☐ Lobbying Statement	☐ Subrecipient	_____	☐ ☐	_____
Subrecipient Agreement			Y N	
☐ Subgrant/Subaward Amount	☐ Grantee	_____	☐ ☐	_____
☐ Date of Subgrant/Subaward	☐ Grantee	_____	☐ ☐	_____
☐ Statement of Work	☐ Subrecipient	_____	☐ ☐	_____
☐ Budget by Task/Activity	☐ Subrecipient	_____	☐ ☐	_____
☐ Schedule by Task/Activity	☐ Subrecipient	_____	☐ ☐	_____
☐ Standard Provisions Included?	☐ Grantee	_____	☐ ☐	_____
☐ Amendments (Dates)	☐ Grantee	_____	☐ ☐	_____

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

Documents to be Maintained	Document Source		Status	
	Source	Date	Complete?	Location
Financial Records			Y N	
☐ Current Approved Budget	☐ Subrecipient/Grantee	_____	☐ ☐	_____
☐ Authorization Letter/Signatures	☐ Subrecipient	_____	☐ ☐	_____
☐ Financial Management Systems (accounting books, software, reporting systems)	☐ Subrecipient	_____	☐ ☐	_____
☐ Chart of Accounts	☐ Subrecipient	_____	☐ ☐	_____
☐ List of Source Documents to be Maintained	☐ Subrecipient	_____	☐ ☐	_____
☐ Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	☐ Subrecipient	_____	☐ ☐	_____
☐ Drawdown Request Forms	☐ Subrecipient	_____	☐ ☐	_____
☐ Drawdown Request Reports	☐ Subrecipient	_____	☐ ☐	_____
☐ Executed Contracts/Bid Docs	☐ Subrecipient	_____	☐ ☐	_____
☐ Board Minutes for Approval of Contracts or Bids	☐ Subrecipient	_____	☐ ☐	_____
☐ Copy of Most Recent Audit Report	☐ Subrecipient	_____	☐ ☐	_____
☐ Certification of Insurance Coverage/Bonding	☐ Subrecipient	_____	☐ ☐	_____
☐ CDBG Payroll Records	☐ Subrecipient	_____	☐ ☐	_____
☐ Certified Construction Payroll Records (Davis-Bacon applicable)	☐ Subrecipient	_____	☐ ☐	_____
☐ Approved Cost Allocation Plan	☐ Subrecipient/Grantee	_____	☐ ☐	_____
☐ Relevant Financial Correspondence	☐ Subrecipient/Grantee	_____	☐ ☐	_____
Project Monitoring and Control			Y N	
☐ Completed Monitoring Reports	☐ Grantee	_____	☐ ☐	_____
☐ National Objectives Documentation	☐ Subrecipient	_____	☐ ☐	_____
☐ Eligible Activities Documentation	☐ Subrecipient	_____	☐ ☐	_____
☐ Activity Status Report (scope, cost, schedule/actual vs. agreement)	☐ Subrecipient	_____	☐ ☐	_____
☐ Drawdown Requests/Reports	☐ Subrecipient	_____	☐ ☐	_____
☐ Subrecipient Staffing	☐ Subrecipient	_____	☐ ☐	_____
☐ Meeting Minutes	☐ Subrecipient	_____	☐ ☐	_____
☐ Telephone Log/Notes	☐ Subrecipient	_____	☐ ☐	_____
☐ Correspondence	☐ Subrecipient	_____	☐ ☐	_____

Regulatory Compliance File			Y N	
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Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

Documents to be Maintained		Document Source		Status	
		Source	Date	Complete?	Location
☐	HUD Monitoring Results	☐ HUD/Grantee	_____	☐ ☐	_____
☐	Real Property Inventory, Management and Change of Use	☐ Subrecipient	_____	☐ ☐	_____
☐	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	☐ Subrecipient	_____	☐ ☐	_____
☐	Procurement, Bonding, Insurance	☐ Subrecipient	_____	☐ ☐	_____
☐	Labor Standards	☐ Subrecipient	_____	☐ ☐	_____
☐	Acquisition, Displacement, Relocation, Replacement Housing	☐ Subrecipient	_____	☐ ☐	_____
☐	Environmental Review	☐ Grantee	_____	☐ ☐	_____
☐	Loan Status Reports (Economic Development, Rehabilitation)	☐ Subrecipient/Grantee	_____	☐ ☐	_____
☐	Administrative Activities	☐ Subrecipient	_____	☐ ☐	_____
☐	Flood Insurance Purchase	☐ Subrecipient	_____	☐ ☐	_____
Other Project/Activity Files				Y N	
☐	Plans and Specs (rehabilitation, historic preservation)	☐ Subrecipient	_____	☐ ☐	_____
☐	Orientation and Training	☐ Subrecipient	_____	☐ ☐	_____
☐	Special Case Records	☐ Subrecipient	_____	☐ ☐	_____

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements

Review the following examples and indicate whether the approach being taken is adequate or inadequate. Where you feel the approach is “inadequate,” explain why and what might be done differently.

1. John Smith, the program director for the CDBG-funded housing rehabilitation activities of Housing Alliance, Inc., worked diligently with his staff to ensure that every case file contained the information specified in the Subrecipient Agreement for necessary records. As a result, in preparing periodic progress reports, Mr. Smith was able to review each case file and be confident of finding all the data necessary to be included in the reports.

☐ Adequate?

☐ Inadequate?

Comment: _____

2. Four years had passed since the submission of the grantee’s final Consolidated Annual Performance and Evaluation Report detailing Family Support, Inc.’s counseling services. The independent public accountant (IPA) audit performed for Family Support for the time period in question had not included any findings or questioned costs relating to this project. Joanne White, the executive director of Family Support, Inc., consequently directed her staff to discard the records of this CDBG-funded activity.

☐ Adequate?

☐ Inadequate?

Comment: _____

3. Delroy Blaise wanted his subrecipient agency to take advantage of the efficiencies of automated data processing for its record-keeping and reporting functions but did not have anybody on his staff with computer expertise. Therefore, he hired a computer consultant who assisted the agency in purchasing a microcomputer, wrote specific software for entering data and generating reports for all the information currently required by the grantee, and trained the staff in its use.

☐ Adequate?

☐ Inadequate?

Comment: _____

The answers are on next page.

Playing by the Rules

A Handbook for CDBG Subrecipients on Administrative Systems

Exercise for Chapter 5.0 — Record-Keeping and Reporting Requirements (continued)

Answers to questions from preceding page

Each of the three cases on the previous page is an example of a situation where the subrecipient in all probability is in *technical compliance with the requirements* for record keeping and reporting but may not be taking sufficient action to maximize the efficiency of its operations or to avoid future problems.

1. Although John Smith has taken pains to ensure that his agency could provide the grantee with the required report data, the necessity of having to search through each case file each time a report is due might be not an efficient use of his agency's personnel resources. Mr. Smith's organization should also have developed summary sheets of the case files and chronological program logs with key characteristics, from which periodic aggregate tallies could be derived much more efficiently.
2. The 4-year retention rule for records might best be viewed as a *minimum*. It is always theoretically possible that an entity like the HUD Office of the Inspector General (OIG) or the General Accounting Office (GAO) may show up to perform an audit after the 4 years have elapsed and request access to such records in support of some questionable costs. Therefore, even after the 4 years, for your own protection, it is probably best to place the records in storage for a year or so rather than to discard or destroy them.
3. When automating record-keeping and reporting functions, a key consideration is **ongoing flexibility**. In this case, because the software was designed specifically for the *current* records/reporting requirements, if the data desired by either the subrecipient or the grantee changed, it is not clear whether the agency had the technical capacity to modify its computer system accordingly. The agency may have been better served if it had purchased a more "user friendly" generic software package that its own staff could learn to modify.

These examples have been included to remind the reader that the requirements contained in this handbook represent **minimum standards** for administrative, financial, and management systems. These minimums should not automatically become your maximums. Although HUD cannot *require* grantees and subrecipients to go beyond these regulatory standards, it is often in your agency's interest to strive for the "best management practice" possible, or to build an extra margin into your systems, in recognition of the fact that there will always be some unexpected demand on these systems or other problems that will arise over time.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: November 17, 2021

MEETING DATE: December 6, 2021

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Twin Span Bridge, CSJ: 0921-02-479.

Classification: Regular

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

Issue: The proposed Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) is for the development and construction of the Twin Span Bridge at the Pharr International Bridge. The AFA establishes the responsibilities of TxDOT and the City and remains in effect until the project is completed. TxDOT is responsible for oversight of the project and their estimated total service fee is \$785,486. The City must make payment in two parts--at time of AFA execution (\$273,266) and before construction begins (\$512,120).

Fiscal Consideration:

Initial Payment: \$273,366

Final Payment: \$512,120

Total: \$785,486

Staff Recommendation: Staff recommends approval of the Resolution executing an AFA with TxDOT for the Twin Span Bridge, CSJ #0921-02-479.

Alternatives: In order to proceed with the project using federal funds, an AFA with TxDOT must be executed.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Omar Anzaldua

Karla Saavedra

Cynthia Garza

Patricia Rigney

City Management Office

Created/Initiated - 11/17/2021

Approved - 11/30/2021

Approved - 12/3/2021

Approved - 12/3/2021

Approved - 12/3/2021

Final Approval - 12/3/2021

RESOLUTION NO. R-202X-XX

**ADVANCE FUNDING AGREEMENT
METROPOLITAN MOBILITY AND REHABILITATION FUNDS PROJECT OFF-SYSTEM
TWIN SPAN BRIDGE AT PHARR INTERNATIONAL BRIDGE
CSJ: 0921-02-479**

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** and **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construction of Twin Span Bridge at Pharr International Bridge**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Metropolitan Mobility and Rehabilitation Funds Project Off-System – Twin Span Bridge at Pharr International Bridge CSJ: 0921-02-479; and

WHEREAS, The City of Pharr total estimated cost to the State will be **\$785,486** (*This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.*) and authorizes initial payment in the amount of **\$273,366** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **\$273,366** to the Texas Department of Transportation Trust Fund.

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

PASSED AND APPROVED this 6th day of December 2021, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Barrera, Asst. City Clerk

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Metropolitan Mobility and Rehabilitation Funds Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Pharr**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814, 116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Construct Twin Span Bridge at Pharr International Bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			<i>AFA Not Used For Research & Development</i>	

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of Preliminary Engineering, Construction, and Construction Engineering of Twin Span Bridge to the existing Pharr International bridge, which will span the entire Rio Grande Valley. Overall the new bridge will be 15,770 feet long by 57 feet wide. The new bridge will be generally separated from the existing bridge by 10 feet. There will be four travel lanes on the new bridge and one small sidewalk on the western side of the bridge. There will be two approximately 640 foot long "cross-over" connection sections between the two bridges, located approximately 1575 feet on either side of the international boundary. The new bridge will be 8,552 feet in length on the Mexican side to be constructed by Mexico, 7,108 feet in length on the U.S. side with a 110 foot span over the international boundary to be constructed by the City of Pharr with federal and local funds. The bridge structure will consist of cast-in-place concrete slabs on Texas TX54 Girders, cast-in-place rectangular caps, round columns and drilled shaft foundations. The bridge will also include concrete traffic barriers, bridge lighting, striping and signage. The bridge will provide 6.56 feet of freeboard over the IBWC designated high water elevation.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			<i>AFA Not Used For Research & Development</i>	

completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			<i>AFA Not Used For Research & Development</i>	

- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

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- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform

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to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

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13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

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- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this

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Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

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covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

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- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

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Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			<i>AFA Not Used For Research & Development</i>	

provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:

<https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Dr. Ambrosio Hernandez

Typed or Printed Name

City of Pharr, Mayor

Typed or Printed Title

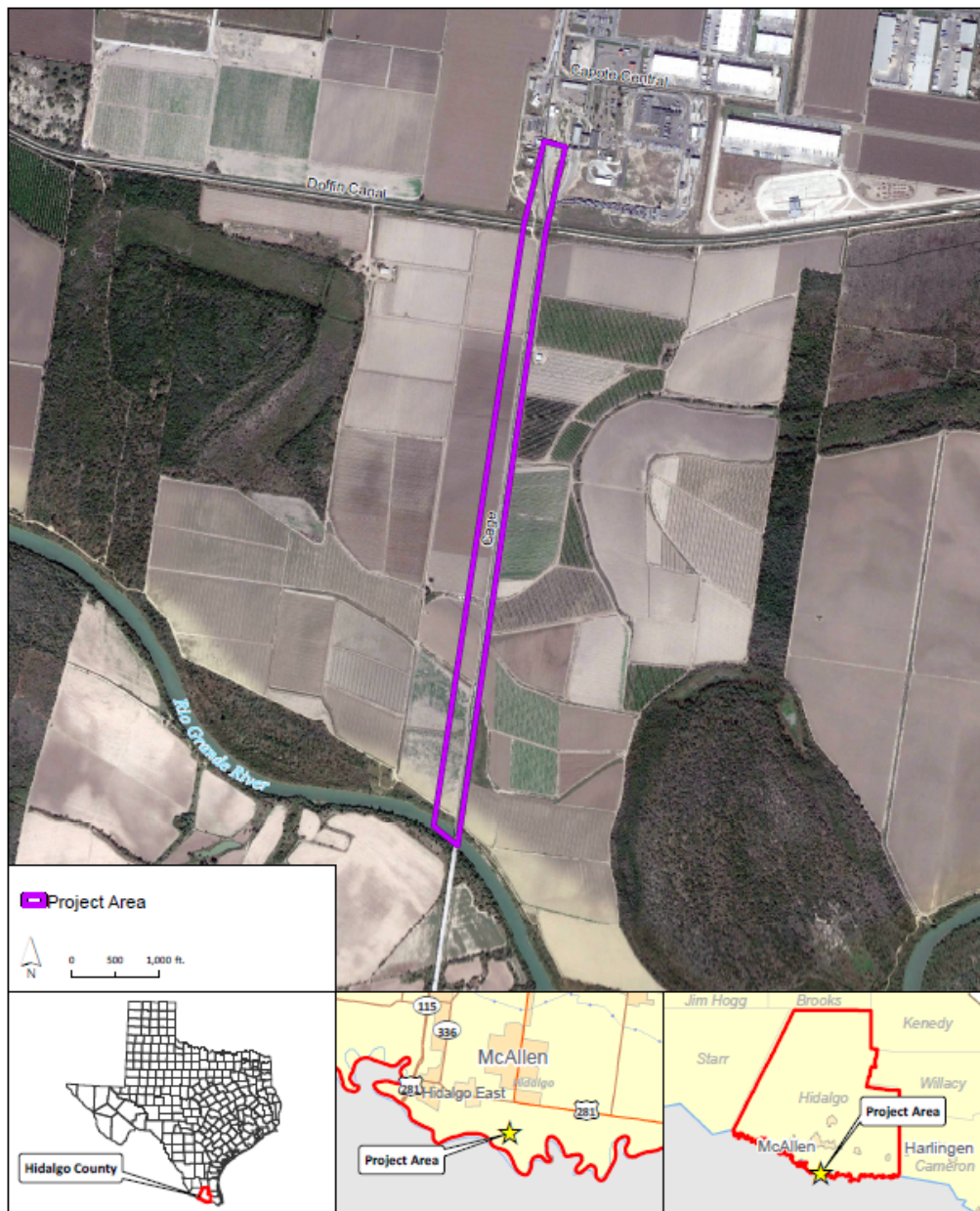
Date

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			AFA Not Used For Research & Development	

ATTACHMENT B LOCATION MAP SHOWING PROJECT



PROJECT LOCATION
Pharr Reynosa International Bridge Studies
Hidalgo County, Texas
CSJ # 0921-02-479

**FIGURE
1**

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-479			CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00001733	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Pharr Bridge Expansion			AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

The cost for Construction totals \$2,000,000.00 which includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds, and local funds. Considering a 65% Economically Disadvantaged County Program reduction to the projects construction costs, the federal share is 80%, the state share is 13% and the local government share is 7% for these costs. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), environmental, construction, construction engineering, direct state costs and all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)	\$2,789,136	0%	\$0	0%	0%	\$0	100%	100%	\$2,789,136
Environmental (by LG)	\$248,266	0%	\$0	0%	0%	\$0	100%	100%	\$248,266
Construction (Cat. 7)	\$2,000,000	80%	\$1,600,000	0%	13%	\$260,000	20%	7%	\$140,000
Construction (100% by LG)	\$33,500,000	0%	\$0	0%	0%	\$0	100%	100%	\$33,500,000
Construction Engineering (by LG)	\$1,080,000	0%	\$0.00	0%	0%	\$0	100%	100%	\$1,080,000
Subtotal	\$39,617,402	\$1,600,000		\$260,000			\$37,757,402		
Engineer. Direct State Costs	\$164,020	0%	\$0	0%	0%	\$0	100%	100%	\$164,020
Environmental Direct State Costs	\$82,010	0%	\$0	0%	0%	\$0	100%	100%	\$82,010
ROW Direct State Costs	\$13,668	0%	\$0	0%	0%	\$0	100%	100%	\$13,668
Utilities Direct State Costs	\$13,668	0%	\$0	0%	0%	\$0	100%	100%	\$13,668
Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG	\$512,120	0%	\$0	0%	0%	\$0	100%	100%	\$512,120
Indirect State Costs	\$1,889,750	0%	\$0	100%	100%	\$1,889,750	0%	0%	\$0
Subtotal	\$2,675,236	\$0		\$1,889,750			\$785,486		
TOTAL	\$42,292,638	\$1,600,000		\$2,149,750			\$38,542,888		

Initial payment by the Local Government to the State:	\$273,366.00
Payment by the Local Government to the State 60 days prior to Construction:	\$512,120.00
Estimated total payment by the Local Government to the State:	\$785,486.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: November 30, 2021

MEETING DATE: December 6, 2021

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

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

Classification: Regular

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

Issue: The term of Mario Lizcano expired on September 5, 2021. Appointment/re-appointment of a member needs to be made at this time. Mr. Lizcano wishes to continue serving on the Civil Service Commission Board.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to re-appoint.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 11/30/2021
Approved - 11/30/2021
Approved - 12/1/2021
Final Approval - 12/3/2021

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

RESOLUTION
NO. R-2021-____

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

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

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

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

WHEREAS, the term of Mario Lizcano expired on September 5, 2021, and appointment/re-appointment of a member needs to be made at this time.

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

NAME

LENGTH OF TERM

_____ 3-year term (expiring 09/05/24)

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of December 2021.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on Resolution authorizing City of Pharr expenditures reimbursement itself from the proceeds of one or more tax-exempt financing for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain capital improvements.

Classification: Regular

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

Issue: The city budgeted to finance a total of \$4,156,000 for capital equipment. Closing of the Leasing is expected around January 2022, and capital items are already in need and in the process of purchasing, we need this resolution to reimburse the City once the deal is closed with a financing company.

Fiscal Consideration: n/a

Staff Recommendation: To approve

Alternatives: Not to Approve

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 12/3/2021

Karla Saavedra

Approved - 12/3/2021

Karla Saavedra

Approved - 12/3/2021

Patricia Rigney

Approved - 12/3/2021

City Management Office

New - 1/1/1900

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

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

WHEREAS, the City of Pharr, Texas (the “Issuer”) intends to issue debt for the construction and improvements of certain public works to include equipment, (the “Project”), and expects to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

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

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations paid beginning no earlier than 60 days prior to the date thereof,

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

The Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$4,156,000 million.

PASSED, APPROVED AND RESOLVED this the 6th of December , 2021.

CITY OF PHARR, TEXAS

MAYOR AMBROSIO HERNANDEZ, MD.

ATTEST:

City Secretary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 23, 2021

MEETING DATE: December 6, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of traffic control devices for Fire Stations 1, 2, 3 & 4 from Consolidated Traffic Controls, Inc., utilizing HGAC cooperative purchasing contract PE-05-21 in the amount of \$60,555.25.

Classification: Regular

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

Issue: With the increased growth in the City and additional vehicular traffic on the roadways, it is becoming increasingly difficult for fire apparatus to exit the four (4) fire stations in the city during emergency response. Staff is proposing to install actuated advance warning traffic control devices to notify vehicular traffic of an approaching fire apparatus at key intersection during emergency response. Staff has solicited proposals from Consolidated Traffic Controls, Inc. utilizing HGAC cooperative purchasing contract PE-05-21 in the amount of \$60,555.25 to install traffic control devices at Knight Drive & Ferguson, Aster & Business 83, Cherokee & Cage, 7107 S Cage and International Blvd & Military Highway. These devices will provide coverage at intersections that are the primary response routes for the fire department for the four fire stations in the city. (PROJECT# 2122-01-515-P014-001)

Fiscal Consideration: Funds are available in the FD FY 2021-2022 adopted budget.

Staff Recommendation: Based on review by this office, staff recommends award of contract for traffic control devices to Consolidated Traffic Control, Inc., utilizing HGAC cooperative purchasing contract PE-05-21 in the amount of \$60,555.25.

Alternatives: Do not install traffic control devices

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/23/2021
Approved - 11/24/2021
Approved - 11/29/2021
Approved - 11/30/2021
Approved - 11/30/2021
Final Approval - 12/3/2021

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.: PE-05-21		Date Prepared: 11/17/2021	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency: City of Pharr				Contractor: Consolidated Traffic Controls, Inc.			
Contact Person: Mike Rodriquez				Prepared By: Mike Hancock			
Phone: 956-787-9772				Phone: 800-448-8841			
Fax:				Fax: 800-448-8850			
Email: miguel.rodriquez@pharr-tx.gov				Email: mhancock@ctc-traffic.com			
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment					
General Description of Product:		Traffic Control Equipment					
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary Fire Station #3; 7101 S. Cage Blvd.							
Line Number	Quan	Description	Unit Pr	Total			
321	1	RTC Fire Station Warning Systems	\$ -	\$ -			
322	1	Includes Cabinet, Push to Activate Sign, Fire Station Text and Truck Icon Sign, 20W Solar Panel and 53 Ah Batt	\$ -	\$ -			
323	1	Add Poles, Pole Anchors, Signal Heads, Other Signs, LED's or RRFB's if Required	\$ -	\$ -			
326	1	PNS10-600001MC Fire Station Warning System Facility and Remote Activated (for use with Light Duty Handhel	\$ 2,688.00	\$ 2,688.00			
330	2	PNS10-600002R DC Fire Station Receiving Cabinet From Facility or Light Duty Remote (20 Watt Solar Panel an	\$ 2,478.00	\$ 4,956.00			
332	3	PNS10-502547MC Light Duty Vehicle Remote Control	\$ 99.00	\$ 297.00			
334	2	PNS10-POLE15SPALASSY 15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	\$ 614.00	\$ 1,228.00			
336	-2	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	\$ 36.00	\$ (72.00)			
337	2	PNS10-501312SA4 4" Anchor Pelco PB-5364	\$ 342.00	\$ 684.00			
341	4	PNS10-SIGPY 12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)	\$ 174.00	\$ 696.00			
348	4	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	\$ 68.00	\$ 272.00			
Total From Other Sheets, If Any:							
Subtotal A:				\$ 10,749.00			
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
			\$ -				
			\$ -				
			\$ -				
			\$ -				
Total From Other Sheets, If Any:							
Subtotal B:				\$ -			
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is:				0%			
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description	Unit Pr	Total				
			\$ -				
			\$ -				
Subtotal C:				\$ -			
Delivery Date: 30 to 45 Days ARO				D. Total Purchase Price (A+B+C): \$ 10,749.00			

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.: PE-05-21		Date Prepared: 11/8/2021	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency: City of Pharr				Contractor: Consolidated Traffic Controls, Inc.			
Contact Person: Mike Rodriquez				Prepared By: Mike Hancock			
Phone: 956-310-2858				Phone: 800-448-8841			
Fax:				Fax: 800-448-8850			
Email: Miguel.Rodriquez@pharr-tx.gov				Email: mhancock@ctc-traffic.com			
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment					
General Description of Product:		Traffic Control Equipment					
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
FIRE STATION 2							
Line Number	Quan	Description	Unit Pr	Total			
50	3	PNS10-503333K One Battery Cabinet Including Panel No. 2 lock, Regulator and 4.5" Ubolt Mount 18W"x17H"	\$ 885.00	\$ 2,655.00			
84	3	PNS10-SP40 40 Watt Solar Panel Assy incl Side Pole Mount and Wiring	\$ 419.00	\$ 1,257.00			
99	3	PNS10-500645-104 104 Amp Hour Gel Cell Battery Interstate	\$ 416.00	\$ 1,248.00			
321	1	RTC Fire Station Warning Systems	\$ -	\$ -			
322	1	Includes Cabinet, Push to Activate Sign, Fire Station Text and Truck Icon Sign, 20W Solar Panel and 53 Ah Batt	\$ -	\$ -			
323	1	Add Poles, Pole Anchors, Signal Heads, Other Signs, LED's or RRFB's if Required	\$ -	\$ -			
326	1	PNS10-600001MC Fire Station Warning System Facility and Remote Activated (for use with Light Duty Handhel	\$ 2,688.00	\$ 2,688.00			
330	4	PNS10-600002R DC Fire Station Receiving Cabinet From Facility or Light Duty Remote (20 Watt Solar Panel an	\$ 2,478.00	\$ 9,912.00			
332	3	PNS10-502547MC Light Duty Vehicle Remote Control	\$ 99.00	\$ 297.00			
334	4	PNS10-POLE15SPALASSY 15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	\$ 614.00	\$ 2,456.00			
336	-4	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	\$ 36.00	\$ (144.00)			
337	4	PNS10-501312SA4 4" Anchor Pelco PB-5364	\$ 342.00	\$ 1,368.00			
341	8	PNS10-SIGPY 12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)	\$ 174.00	\$ 1,392.00			
348	8	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	\$ 68.00	\$ 544.00			
512		PNS10-503525Y 10dB Yagi Antenna W/ Mounting Bracket, 25' Lead	\$ 189.00	\$ -			
513		PNS10-505472-5 5dB OMNI Antenna W/O Mounting Bracket, No Lead	\$ 176.00	\$ -			
516		PNS10-505472-5B Mounting Bracket For 5dB Omni Antenna on 1.5" pole (for 505472-5)	\$ 38.00	\$ -			
517	1	PNS10-500335E Mounting Bracket For 5dB Omni, CPR Pager 3dB Omni Antennas on Solar Panel	\$ 22.00	\$ 22.00			
521		PNS10-505472L-100BE 100' 400 Series Antenna Lead With Suppressor (for 503525BE, Fire Station WS)	\$ 326.00	\$ 326.00			
Total From Other Sheets, If Any:							
Subtotal A:				\$ 24,021.00			
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description		Unit Pr	Total			
1	503525BE		\$ 101.25	\$ 101.25			
1	501505RR2 Repeater Panel		\$ 849.00	\$ 849.00			
1	PNS10-505472L400-150		\$ 335.00	\$ 335.00			
				\$ -			
Total From Other Sheets, If Any:							
Subtotal B:				\$ 1,285.25			
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is:				5%			
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description		Unit Pr	Total			
				\$ -			
				\$ -			
Subtotal C:				\$ -			
Delivery Date: 30 to 45 Days ARO				D. Total Purchase Price (A+B+C): \$ 25,306.25			

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.: PE-05-21		Date Prepared: 11/17/2021	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency: City of Pharr				Contractor: Consolidated Traffic Controls, Inc.			
Contact Person: Mike Rodriquez				Prepared By: Mike Hancock			
Phone: 956-787-9772				Phone: 800-448-8841			
Fax:				Fax: 800-448-8850			
Email: miguel.rodriquez@pharr-tx.gov				Email: mhancock@ctc-traffic.com			
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment					
General Description of Product:		Traffic Control Equipment					
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary Fire Station #1; 1903 Knights Dr.							
Line Number	Quan	Description	Unit Pr	Total			
321	1	RTC Fire Station Warning Systems	\$ -	\$ -			
322	1	Includes Cabinet, Push to Activate Sign, Fire Station Text and Truck Icon Sign, 20W Solar Panel and 53 Ah Batt	\$ -	\$ -			
323	1	Add Poles, Pole Anchors, Signal Heads, Other Signs, LED's or RRFB's if Required	\$ -	\$ -			
326	1	PNS10-600001MC Fire Station Warning System Facility and Remote Activated (for use with Light Duty Handhel	\$ 2,688.00	\$ 2,688.00			
330	2	PNS10-600002R DC Fire Station Receiving Cabinet From Facility or Light Duty Remote (20 Watt Solar Panel an	\$ 2,478.00	\$ 4,956.00			
332	3	PNS10-502547MC Light Duty Vehicle Remote Control	\$ 99.00	\$ 297.00			
334	2	PNS10-POLE15SPALASSY 15' Spun Aluminum Pole, Base and Collar and Anchor Bolts	\$ 614.00	\$ 1,228.00			
336	-2	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	\$ 36.00	\$ (72.00)			
337	2	PNS10-501312SA4 4" Anchor Pelco PB-5364	\$ 342.00	\$ 684.00			
341	4	PNS10-SIGPY 12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)	\$ 174.00	\$ 696.00			
348	4	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	\$ 68.00	\$ 272.00			
Total From Other Sheets, If Any:							
Subtotal A:				\$ 10,783.00			
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
1	PNS10-505472L400-150	\$ 335.00	\$ 335.00				
			\$ -				
			\$ -				
			\$ -				
Total From Other Sheets, If Any:							
Subtotal B:				\$ 335.00			
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is:				3%			
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description	Unit Pr	Total				
			\$ -				
			\$ -				
Subtotal C:				\$ -			
Delivery Date: 30 to 45 Days ARO				D. Total Purchase Price (A+B+C): \$ 11,118.00			

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.: PE-05-21		Date Prepared: 11/17/2021	
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency: City of Pharr				Contractor: Consolidated Traffic Controls, Inc.			
Contact Person: Mike Rodriquez				Prepared By: Mike Hancock			
Phone: 956-787-9772				Phone: 800-448-8841			
Fax:				Fax: 800-448-8850			
Email: miguel.rodriquez@pharr-tx.gov				Email: mhancock@ctc-traffic.com			
Catalog / Price Sheet Name:		Traffic Control, Enforcement & Signal Preemption Equipment					
General Description of Product:		Traffic Control Equipment					
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
-							
Line Number	Quan	Description			Unit Pr	Total	
321	1	RTC Fire Station Warning Systems			\$ -	\$ -	
322	1	Includes Cabinet, Push to Activate Sign, Fire Station Text and Truck Icon Sign, 20W Solar Panel and 53 Ah Batt			\$ -	\$ -	
323	1	Add Poles, Pole Anchors, Signal Heads, Other Signs, LED's or RRFB's if Required			\$ -	\$ -	
326	1	PNS10-600001MC Fire Station Warning System Facility and Remote Activated (for use with Light Duty Handhel			\$ 2,688.00	\$ 2,688.00	
330	2	PNS10-600002R DC Fire Station Receiving Cabinet From Facility or Light Duty Remote (20 Watt Solar Panel an			\$ 2,478.00	\$ 4,956.00	
332	3	PNS10-502547MC Light Duty Vehicle Remote Control			\$ 99.00	\$ 297.00	
334	2	PNS10-POLE15SPALASSY 15' Spun Aluminum Pole, Base and Collar and Anchor Bolts			\$ 614.00	\$ 1,228.00	
336	-2	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor			\$ 36.00	\$ (72.00)	
337	2	PNS10-501312SA4 4" Anchor Pelco PB-5364			\$ 342.00	\$ 684.00	
341	4	PNS10-SIGPY 12" Signal Heads Poly Yellow (1, 2 or 3 per flasher)			\$ 174.00	\$ 696.00	
348	4	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)			\$ 68.00	\$ 272.00	
2005	200	PNS10-500200A Coaxial Cable LMR-400 (Per Ft.)			\$ 1.33	\$ 266.00	
Total From Other Sheets, If Any:							
Subtotal A:						\$ 12,198.50	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
	Quan	Description			Unit Pr	Total	
	1	PNS10-501505RR2 Repeater Panel			\$ 1,061.00	\$ 1,061.00	
	1	PNS10-503525BE			\$ 101.25	\$ 101.25	
	1	PNS10-500335E			\$ 21.25	\$ 21.25	
						\$ -	
Total From Other Sheets, If Any:							
Subtotal B:						\$ 1,183.50	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% For this transaction the percentage is:						10%	
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
	Quan	Description			Unit Pr	Total	
						\$ -	
						\$ -	
Subtotal C:						\$ -	
Delivery Date: 30 to 45 Days ARO				D. Total Purchase Price (A+B+C): \$ 13,382.00			



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: December 1, 2021

MEETING DATE: December 6, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to purchase datacenter fiber equipment for the citywide Fiber Project from Graybar, Inc, out of Fort Worth, TX, through OMNIA Cooperative Contract #EV2370 in an amount not to exceed \$353,312.65.

Classification: Regular

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

Issue: The City of Pharr is needing to purchase fiber patch panels and splicing enclosures to be installed on data center racks for fiber to be terminated. This quote includes all patch panels and splicing enclosures needed at our four city facilities housing fiber equipment.

(PROJECT# 2122-86-510-P015-001)

Fiscal Consideration: \$353,312.65

Staff Recommendation: Staff recommends approval of proposal from Graybar, Inc.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena

Ignacio Amezcua

Karla Saavedra

Patricia Rigney

Anali Alanis

City Management Office

Created/Initiated - 12/1/2021

Approved - 12/1/2021

Approved - 12/3/2021

Approved - 12/3/2021

New - 1/1/1900



4601 CAMBRIDGE RD
FORT WORTH TX 76155-2233
Phone: 817-213-1493
Fax: 817-213-1509

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Guillermo Aguilar
Phone: 956-702-5300
Fax: 956-702-5318
Email: Eddie.Shamp@Graybar.com

Date: 12/02/2021
Proj Name: 576 SPLITTER CAB + RAKE
GB Quote #: 0239462221 Rev-1
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 12/01/2021
Valid To: 12/31/2021
Contact: Eddie Shamp
Email: eddie.shamp@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

- Notes:**
- + Please reference Graybar Quote # in all correspondence.
 - + If an order needs to be tax exempt, please include that in your email and attach tax exempt form.
 - + Graybar Quote number must be on all Purchase Orders to obtain this pricing.
 - + Our Customer Service Team contact numbers are 817-213-1500 (phone) and 817-213-1509 (fax) to assist you with your order.
 - + Non-cancel, Non-returnable.
 - + TII must be ordered in qty's quoted or more to process.+ TYTON ties must be ordered in qty's quoted or more to process.
 - + Qty's noted on how to order per line item noted.

All orders under the OMNIA purchasing co-operative, contract # EV2370. Please note that due to raw material issues, force majeure, and other market conditions that pricing and lead times can be subject to change at any time. Material releases under a full truck load could be subject to ground shipping charges.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		2 EA	CORNING OPTICAL	AECTS00000000000000	FDH-HD 576F PAD MNT SKIRT ALMOND	\$1,756.13	1	\$3,512.26

GB Part #: 26402828 UPC #:

Item Note: FDH-HD 576F, PAD
MNT SKIRT, ALMOND

200		2 EA	CORNING OPTICAL	CTXCPP24-6C-2RH000	CENTRIX SPLICE CASS. 24 SC APC SM	\$432.04	1	\$864.08
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GB Part #: 25720765 UPC #:

Item Note: CENTRIX CASSETTE W/PIGTAIL, 24F SCAPC OS2 250 MICRON LOOSE TUBE. 1st one used as feeder cassette.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Guillermo Aguilar

Date: 12/02/2021
Proj Name: 576 SPLITTER CAB + RAKE
GB Quote #: 0239462221 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

300	4 EA	CORNING OPTICAL	CX4U831246C- U4001B	STUB CTX-04U 288 F 31 MTR SCAPC SIMPL ALL-DIELECTRIC	\$5,639.08	1	\$22,556.32
Item Note: STUB CTX-04U, 288 F, 31 MTR, SCAPC Simplex Ceramic SM, ALTOS OSP All-Dielectric							
400	2 EA	CORNING OPTICAL	CTXCMA00-6C- SP8102	CENTRIX SPLITTER CASSETTE SCAPC 8-1X2. 1X2 SPLITTER CASSETTE	\$1,571.15	1	\$3,142.30
Item Note: Centrix Splitter Cassette, SCAPC, 8-1X2. 1x2 Splitter Cassette							
500	18 EA	CORNING OPTICAL	444401R3831003 F	SCAPC/SCAPC SIMPLEX SM PLENUM 3FT	\$6.96	1	\$125.28
GB Part #: 26076073 UPC #: 1F SM 2.9 P SCAPC/SCAPC 3F							
600	18 EA	CORNING OPTICAL	WMB4CC6CA6C 11164	LS CONN 1X64 XB SCAPC. 1X64 LS SPLITTER(S)	\$2,181.99	1	\$39,275.82
Item Note: LS, CONN, 1X64, XB, SCAPC. 1x64 LS Splitter(s)							
700	20 EA	RHINO MARKING	EM9125-OR	ISOLATION LEVER	\$43.24	1	\$864.80
GB Part #: 25694154 UPC #: Orange Isolating Grounding Plate with TL-2 Ground Connector and hardware for 5 terminals							
800	20 EA	RHINO MARKING	EM9125- BRACKET	BRACKET FOR EM9125	\$6.41	1	\$128.20

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Guillermo Aguilar

Date: 12/02/2021
Proj Name: 576 SPLITTER CAB + RAKE
GB Quote #: 0239462221 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GB Part #: 25863147 UPC #:

Item Note: Stainless Steel Vault Bracket and Mounting
Hardware for EM9125

900	20 EA	RHINO MARKING	TVTI72OB2R	*RHINO TRIVIEW TEST STATION: 72" ORANGE STABLE WITH 2 INSIDE TERMINALS AND A BLACK CAP	\$42.39	1	\$847.80
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Item Note: *Rhino TriView Test Station: 72" Orange UV
Stable, with 2 inside terminals and a Black Cap

1000	60 EA	RHINO MARKING	SD-11817 (CUSTOM TEAMPHARR LOGO)	PHARR F/O DECAL: (2 7/8" X 15") (WHT/ORG/PHARR LOGO/811) WARNING F/O CBL BEFORE... (811) TEAMPHARR.NET POWERED BY THE CITY OF PHARR	\$2.07	1	\$124.20
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Item Note: Pharr F/o Decal: (2 7/8" x 15")
(wht/org/Pharr logo/811) WARNING F/O
CBL Before... (811) TeamPharr.net
Powered by the City of Pharr

1100	10 EA	COMMSCOPE	FOSC450-C6-6- NT-0-C6V	FOSC450-C6-6-NT- 0-C6V JI945R-000	\$278.51	1	\$2,785.10
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GB Part #: 25237103 UPC #:

1200	10 EA	COMMSCOPE	FOSC450-D6-6- NT-0-D6V	FOSC450-D6-6-NT- 0-D6V 931866-000	\$394.61	1	\$3,946.10
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GB Part #: 22110916 UPC #:

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at
https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Guillermo Aguilar

Date: 12/02/2021
Proj Name: 576 SPLITTER CAB + RAKE
GB Quote #: 0239462221 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1300	9 EA	CORNING OPTICAL	MOB- 0444TDA00FW-P	MULTIPRT TERMNL 4 PORT 1000FT TONE CBL	\$308.71	1	\$2,778.39
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GB Part #: 25068542 UPC #:

1400	54 EA	CORNING OPTICAL	CCH-04U	CLOSET CONN HSG 4U F/12 PNLS	\$309.00	1	\$16,686.00
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GB Part #: 25415408 UPC #:

Item Note:

1500	624 EA	CORNING OPTICAL	CCH-CS12-D9- P00RE	CCH SPLICE CASSETTE 12F SM SC APC	\$409.00	1	\$255,216.00
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GB Part #: 25437722 UPC #:

Item Note:

1600	10 EA	PRECISION REEL CABLE	PS250FP	FIBER-PRO CLEANING PEN 2.5MM (SC/ST/FC)	\$46.00	1	\$460.00
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GB Part #: 25841675 UPC #:

Item Note:

Total in USD (Tax not included): \$353,312.65

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF PHARR
118 S CAGE BLVD
PHARR TX 78577-4810
Attn: Guillermo Aguilar

Date: 12/02/2021
Proj Name: 576 SPLITTER CAB + RAKE
GB Quote #: 0239462221 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, authorizing City Manager to award proposal for the FY 2021-2022 Capital Lease Financing to US Bancorp Government Leasing & Finance, Inc.

Classification: Regular

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

Issue: Every Year City goes out for proposal for financing approved Capital Outlay requested by departments. Project #2122-01-511-S002-017

Fiscal Consideration:

Approximately \$500,000 for debt service

Staff Recommendation:

To approve.

Alternatives:

To select US Bancorp Government Leasing & Finance, Inc. from Denver, Colorado

Exclude Material from Public Packet? No

Reason:

n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

Ignacio Amezcua

City Management Office

Created/Initiated - 12/3/2021

Approved - 12/3/2021

Approved - 12/3/2021

Approved - 12/3/2021

Final Approval - 12/3/2021



Pharr

Purchasing



PROPOSAL OPENING: NOVEMBER 23, 2021 AT 3:00 P.M.

LOCATION: CITY COMMISSION ROOM

**PROJECT NO. 2122-01-511-S002-017 - RFP - CAPITAL LEASE FINANCING
RFP TABULATION**

RESPONDENT	RATE	ORIGINAL	ELECTRONIC
FROST BANK MCALLEN, TX	2.693%	1	SUBMITTED
U.S. BANCORP GOVERNMENT LEASING & FINANCE, INC. DENVER, CO	1.994%	1	SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on the purchase of Christmas Decorations for the City from Arnett Marketing, LLC out of San, Antonio, Texas through BUYBOARD #643-21 contract number not to exceed \$150,000.

Classification: Regular

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

Issue: Staff is currently purchasing Christmas deco.

Fiscal Consideration: N/A

Staff Recommendation: City Commission approve this item.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Elva Guajardo
Sergio Alanis
Ignacio Amezcua
Karla Saavedra
City Management Office

Created/Initiated - 12/3/2021
Approved - 12/3/2021
Approved - 12/3/2021
Approved - 12/3/2021
New - 1/1/1900



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 18, 2021

MEETING DATE: December 6, 2021

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Interlocal Agreement between the City of Pharr and the Hidalgo County Sheriff's Department for the reassignment of two (2) Skycop towers to the Pharr Police Department.

Classification: Regular

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

Issue: The Pharr Police Department is an active participant in Operation Stonegarden alongside the Hidalgo County Sheriffs Office. Operation Stonegarden allows specialized police equipment to be purchased with grant funding. Operation Stonegarden allows asset sharing between participating agencies, if the need arises. The Pharr Police Department needs two (2) Skycop Towers to replace aging equipment, and the Hidalgo County Sheriffs Office has these types of assets in surplus. The Hidalgo County Sheriffs Office is willing to reassign two (2) Skycop Towers from their inventory to the Pharr Police Department. The Pharr Police Department is willing to take over these two (2) assets and enter them into our equipment inventory.

Fiscal Consideration: There is not cost to the Pharr Police Department for this item. Maintenance costs were already allocated into our budget.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this agreement, and spend on two Skycop Towers

Exclude Material from Public Packet? No

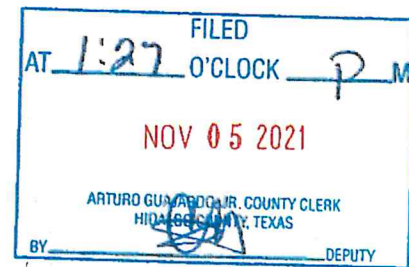
Reason: N/A

ROUTING:

Joel Robles
Andrew Harvey
Anali Alanis
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/18/2021
Approved - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Approved - 12/3/2021
Final Approval - 12/3/2021

STATE OF TEXAS §
COUNTY OF HIDALGO §



INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY AND CITY OF PHARR, TEXAS
C-21-854-11-02

THIS Agreement is made on this the 2nd day of November, 2021 by and between **HIDALGO COUNTY, TEXAS**, by and through the Hidalgo County Sheriff's office, hereinafter referred to as "County", and **CITY OF PHARR** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act 791., as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a unit of local government in the State of Texas;

WHEREAS, City is a municipality located in the State of Texas; and

WHEREAS, City and County are located in close proximity and have common law enforcement and crime prevention initiatives and close working relations; and

WHEREAS County has certain equipment that City has a need for which will be utilized in the service of crime prevention and for law enforcement purposes (hereinafter "Equipment") and that such use is a public purpose that will benefit both the citizens of City and County;

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County and Sheriff have agreed to transfer to the City the Equipment, vehicles and accessories owned by County and as further identified in the attached Exhibit "A" herein.
2. Sheriff has determined that his office no longer has use for the Equipment identified in the attached Exhibit "A" and in consideration for the transfer of the Equipment identified, City agrees that County shall have no further financial responsibility for any relocation, transportation, repair, maintenance, or other expenses related to the Equipment being transferred.
3. Prior to County providing City, with any County owned Equipment, City

shall request and receive an asset transfer form from the County identifying the Equipment being transferred.

4. Any request by City for County Equipment, shall be subject to the approval of the Hidalgo County Commissioners Court determining that such Equipment is no longer needed or required by the Hidalgo County Sheriff's Office.
5. The parties agree that all transferred Equipment and accessories shall be the responsibility of City and City shall be responsible for the repair, maintenance and liability coverage for any Equipment transferred.
6. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
7. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.
8. Notice to either party to this agreement shall be served as follows:

If to City: City of Pharr Texas
Attn: Dr. Ambrosio Hernandez, Mayor
118 South Cage Blvd.
Pharr, Texas 78577

If to County: Hidalgo County of Hidalgo, Texas
Attn: Richard F. Cortez, County Judge
100 E. Cano 2nd Floor
Edinburg, Texas 78539

With Copy to: Hidalgo County Sheriff
Attn: J.E. "Eddie" Guerra
711 E. El Cibolo Rd.
Edinburg, TX 78541

Hidalgo County Purchasing Department
Attn: Jorge A. Garza, Contract Specialist II
2802 S. BUS HWY 281
Edinburg, TX 78539

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.

9. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
10. This Agreement represents the entire agreement between County and City and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the governing bodies of both County and City or those authorized to sign on behalf of those governing bodies.
11. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.
12. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.
13. **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 the 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.
14. **Nondiscrimination.** The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.
15. The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any

necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

By: Richard F. Cortez
Richard F. Cortez, County Judge



Arturo Guajardo Jr., County Clerk

Company: City of Pharr, Texas

By: _____
Dr. Ambrosio Hernandez, Mayor

Hidalgo County Sheriff

By: _____
J.E. "Eddie" Guerra, Sheriff

Approved By Commissioners Court On: 11/2/21
APPROVED BY
COMMISSIONERS COURT
ON: 11/2/21

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez, Assistant District Attorney



Purpose of Form: This form is to be used for asset disposition only. (E.g., trade-in, destroyed, lost, stolen, obsolete, or are damaged beyond repair.) Items listed on this form must be approved by County Commissioners first.

Please return this form along with a copy of the approved minutes to the Purchasing Dept. within 10 days of commissioner's court approval date.

DATE OF REQUEST: Sheriff's Office
DEPT. NAME: 280
LOCATION NO.:

Disposition Type:

☐ Trade-in ☐ Landfill ☐ Destruction
☐ Auction ☒ Other _____ Donation (Pharr PD)[illegible]

Elected Official/Dept. Head Signature

10/06/2021



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to renew a three (3) year Enterprise Agreement with Microsoft through SHI Government Solutions, Inc. using Texas DIR Cooperative Contract #DIR-TSO-4092 for citywide Office 365 email and software services, in the amount of \$112,248.36.

Classification: Regular

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

Issue: The City of Pharr has been on the Microsoft Office 365 government cloud system for email and software services for 3 years now and our current agreement is about to expire. These licenses will cover all new budgeted positions to include seasonal staff.

(PROJECT# 2122-01-518-S010-001)

Fiscal Consideration: \$112,248.36

Staff Recommendation: Staff recommends approval of agreement through SHI Government Solutions Inc.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 12/3/2021
Approved - 12/3/2021
Approved - 12/3/2021
Approved - 12/3/2021
New - 1/1/1900



Pricing Proposal
Quotation #: 21335317
Created On: 12/3/2021
Valid Until: 12/31/2021

City of Pharr TX

Jose Peña

Pharr, TX
United States
Phone: 956 -402 -4000
Fax:
Email: jose.pena@pharr-tx.gov

Senior Inside Account Manager

Jeff Rosen

3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365GCCF3 ShrdSvr ALNG SubsvL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 1/1/2022 – 12/31/2022	685	\$37.32	\$25,564.20
2	O365GCCE1 ShrdSvr ALNG SubsvL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 1/1/2022 – 12/31/2022	36	\$78.60	\$2,829.60
3	O365GCCE3 ShrdSvr ALNG SubsvL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 1/1/2022 – 12/31/2022	388	\$216.12	\$83,854.56
Subtotal				\$112,248.36
Shipping				\$0.00
Total				\$112,248.36

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under

that applicable line item.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: November 23, 2021

MEETING DATE: December 6, 2021

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to approve the proposal from World City out of Miami, Florida as Sole Source vendor for the 2021 Pharr Trade Numbers Publication in the amount of \$65,500.

Classification: Regular

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

Issue: On November 17, 2021, the Bridge Board approved the proposal for service from World City for the 2021 Pharr Trade Numbers Publication.
(PROJECT# 2122-70-510-S008-001)

Fiscal Consideration: \$65,500

Staff Recommendation: Authorization to approve the new proposal from World City for the 2021 Pharr Trade Numbers. The Pharr International Bridge has worked with World City to produce the Pharr Trade Numbers Book, a comprehensive data analysis/study, for the past 7 years and would like to continue as this book reports the latest on how the Pharr International Bridge ranks amongst other ports of entry.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman

Luis Bazan

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 11/23/2021

Approved - 11/23/2021

Approved - 12/3/2021

Approved - 12/3/2021

Approved - 12/3/2021

Final Approval - 12/3/2021



Oct. 18, 2021

Mr. Luis Bazan
Bridge Director
Pharr International Bridge
118 S. Cage. Blvd.
Pharr, Texas 78577

Luis,

This is a proposal for the services WorldCity would like to provide the City of Pharr and the International Bridge next year, as discussed and requested. I have included some information about each of the individual items, also as requested.

Here is a quick overview:

Pharr International Bridge	
Full publication (English and Spanish)	\$ 39,000
Pamphlets (English and Spanish)	\$ 9,000
Content Syndication	\$ 6,500
Social Media Graphics	\$ 6,000
Semi-annual Trade Trends webinars *	\$ 5,000
TOTAL	\$ 65,500

Luis, if after reading the below, this meets with your satisfaction, and the satisfaction of the city, we would offer a 10 percent discount as appreciation for our long-standing relationship, making your total \$59,950. We would require payment up front, as in the past, with some amount withheld until the final full publication and pamphlets are delivered, also as in the past. I would recommend this withholding be \$15,000, or roughly half the cost of the full publication and pamphlets.

Full TradeNumbers publication. This is the publication we have produced for a number of years now, with one half in English and the second half translated into Spanish. It contains a single page in each language for the top 20 exports departing from Pharr and the top 20 imports entering the United States into Pharr. The data includes historical data, with pie charts, area charts, bar charts and maps. There are additional features within the publication, including an overview of the top exports and imports, ranking of the nation's top airport, seaports and "land ports," and more.

Pamphlets. These are the "pocket-sized" tri-fold publications that open to a small poster, suitable for a sports coat jacket pocket or women's purse. We have produced these previously as well. They provide a high-level overview of Pharr's trade, focused on top exports and imports. We produce one in English and one in Spanish.

Content syndication. Our basic data page for Pharr International Bridge is made available on the city's website as well as "unlocked" on ustradenumbers.com. As with the publication and the pamphlet, Pharr has offered this to the local and international community in years past. Using digital data visualization techniques, WorldCity shows

the relative importance of Pharr's exports and imports in colorful, easy-to-understand "tree maps" as well as the overwhelming importance of Mexico to Pharr trade in a similar tree map. It can be adjusted to reveal data for the current month at the time, year-to-date or the latest annual data. There is also a pie chart showing Pharr's balance of trade between exports and imports, an area chart showing the totals for exports and imports individually over the preceding 12 months, and an auto-generated story analyzing Pharr's trade. On the ustradenumbers.com page, the bridge's logo appears at the top as the sponsor of the "unlocked" page.

Social Media Graphics. This is a new service WorldCity is offering. Built on our solid editorial content, each month we are creating colorful and straightforward graphics suitable for not only social channels like LinkedIn, Twitter and Facebook but PowerPoint presentations, reports, the Bridge website and events. Graphics such as the fastest-growing exports for that month, imports where Pharr led the nation that month, top exports that month. These graphics are designed to acknowledge the export-import trade community and help strengthen it by allowing regular outreach with fresh and valuable editorial content that can lead back to the website, where publications are available for download.

Trade Trend webinars. Our webinars were created during the pandemic, to replace in-person appearances. Previously, we had worked through your Bridge Connect program, allowing me to talk about the latest trade data once a year. In 2020 and 2021, we hosted a series of virtual Trade Trends / Bridge Connect webinars, culminating in an in-person live-streamed event in September. While we hosted four of these events annually this year, I am recommending two this year. ** The quoted price would not include travel-related expenses I incur, as in the past.*

This proposal does not include the Basic Plus subscription (\$1,450), which allows downloads of up to 10 years of historical data, or the Premium subscription (\$1,950), which allows a better understanding of the U.S. sourcing of imports important to Pharr or the U.S. markets for exports important to Pharr. I recommend we offer some training and make sure you can utilize these to the full value before committing to renewing a data subscription. They can be added at any time.

Sincerely,

Ken Roberts
President



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: December 2, 2021

MEETING DATE: December 6, 2021

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend the contract with Millenium Engineers Group, in the amount of \$21,958.43 for additional construction material testing services for the FY15 DAP Northbound Lanes & 2nd BSIF Exit.

Classification: Regular

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

Issue: The City of Pharr is requesting authorization from City Commission on approving the City Manager to amend the contract for construction material testing services for the Additional Scope of Work related to the following items:

1. Soil Density Testing
 2. Certified Welding Inspection for the canopies.
 3. Reinforcing steel inspection and concrete pours.
- (PROJECT# 1718-01-528-S016-187)

Fiscal Consideration: Original Contract Amount: \$50,142.63

Amendment No. 1 \$21,958.43

Revised Contract Amount: \$72,101.06

Staff Recommendation: Staff recommends approval of Amendment #1 to the contract with Millenium Engineers Group for additional construction material testing services for the FY15 DAP Northbound Lanes & 2nd BSIF Exit in the amount of \$21,958.43

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Moises Beas
Omar Anzaldua
Ignacio Amezcua
Karla Saavedra
Patricia Rigney

Created/Initiated - 12/2/2021
Approved - 12/2/2021
Approved - 12/2/2021
Approved - 12/3/2021
Approved - 12/3/2021

City Management Office

Final Approval - 12/3/2021



November 1, 2021

Moises Beas
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577

**Re: Amendment to proposal No. 01-20-213MR1
Northbound Lanes Expansion (Base Bid 1)
Pharr, Hidalgo County, Texas
MEG Project No. 01-20-19184**

Dear Mr. Beas:

After a thorough review of the project's status and budget, we realized that due to unforeseen circumstances, additional testing outside the original estimation will be required.

We are requesting an additional budget allocation in the amount of \$21,958.43 to cover the additional testing.

Additional Budget Allocation:

\$21,958.43

☒ **SOILS (2 trips for Subgrade & Flexible Base testing at paving area)**

Task	Qty.	Unit Rate	Estimated Cost
Nuclear density tests (each)	8	27.50	\$220.00
Field testing & observation(hourly)	2	57.50	\$115.00
Sub-Total (Soils)			\$335.00

☒ **CONCRETE (12 concrete pours at paving area)**

Task	Qty.	Unit Rate	Estimated Cost
Slump (each)	12	35.00	\$420.00
Air Content (each)	12	16.00	\$192.00
Compressive Strength Tests (each)	48	17.00	\$816.00
Concrete Inspection & Testing Technician (hourly)	96	47.00	\$4,512.00
Sub-Total (Concrete)			\$5,940.00

☒ **REINFORCING STEEL (3 reinforcing steel inspections)**

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	18	64.50	\$1,161.00
Sub-Total (Reinforcing Steel)			\$1,161.00



☒ **CWI (3 Certified Welding Inspections)**

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspector (per hour)	18	90.00	\$1,620.00
Sub-Total (CWI)			\$1,620.00

☒ **PROJECT MANAGEMENT AND ADMINISTRATION**

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	8	97.50	\$780.00
Project Engineer (hourly)	8	130.00	\$1,040.00
Clerical (hourly)	8	50.00	\$400.00
Sub-Total (Mgmt. & Admin.)			\$2,220.00

Total Estimated Cost **\$11,276.00**

Executed Amount	\$50,142.63
Re-tests/Cancellations	\$3,018.76
Additional Testing	\$7,663.67
Amendment, 11/01/21	\$11,276.00
New Total	\$72,101.06

If you have any questions, please feel free to contact me at 956/702-8500, or apalma@megengineers.com.
If you have no questions and agree to the additional budget allocation amount described above, please sign and date below.

Respectfully submitted,
MILLENNIUM ENGINEERS GROUP, INC.
TBPE Firm No. F-3913

Andres Palma, P.E.
Materials Testing Manager

AGREED TO THIS 4th DAY OF November, 2021.
BY: Omair Anzaldue TITLE City Engineer
FIRM: City of Pharr



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for Investment Grade Audit to create an Energy Conservation Improvement Program to completely fund Capital Improvement for Smart Water Meters.

Classification: Regular

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

Issue: create a program to fund smart meters thru savings

Fiscal Consideration: None

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: None

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 12/3/2021
Approved - 12/3/2021
New - 1/1/1900

Investment Grade Audit Agreement

This Investment Grade Audit Agreement (“Agreement”), dated _____ (“Effective Date”) is entered into by and between Schneider Electric Buildings Americas, Inc. (“ESCO”) and City of Pharr (“Customer”) for the development of an investment grade audit to quantify the current non revenue water percentage, replacement of existing water meters with smart meters, and incorporating a Advanced Metering Infrastructure (AMI) platform for operations and management, billing and leak detection of the water system.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions:

Section A -- General Terms and Conditions

Section B -- Audit Services

Section C -- Additional Services

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

City of Pharr, Texas

Schneider Electric Buildings Americas, Inc.

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Section A: General Terms and Conditions

1. Entire Agreement

This Agreement constitutes the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be amended or modified except by written instrument signed by a duly authorized representative of each party.

2. Services

As described more fully in Section B, ESCO will conduct an Investment Grade Audit of certain Customer Facilities (defined below) in order to (i) identify ECMs that are available to and appropriate for such Facilities, (ii) determine the guaranteed savings that would result from implementing such ECMs as part of a comprehensive energy conservation improvement program, and (iii) propose a scope of work and project price for ESCO's implementation of such ECMs (the "IGA"). Upon conclusion of the IGA, ESCO will provide Customer with a report describing the scope and results of such IGA (the "IGA Report"). ESCO will endeavor to identify as many ECMs for Customer's Facilities as possible, however the IGA is not intended to serve as a comprehensive inspection of Customer's Facilities. In order to facilitate the IGA and to assist ESCO in identifying and recommending ECMs appropriate for Customer's Facilities, Customer is responsible for providing ESCO with all such access, knowledge and history as may be relevant to ESCO's analysis, including, without limitation, with respect to Customer's Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices.

3. Confidentiality

Except as required by the Public Information Act or by law, neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

4. Insurance

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the Facilities are located and the services are being performed with an A.M. Best's rating of at least A- VII.

5. Governing Law

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the State of Texas. The Parties agree that venue and jurisdiction for any and all claims arising out of this Agreement shall lie exclusively in the State and District Courts of Hidalgo County, Texas..

6. Ownership of Work Products

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to a guaranteed Energy Savings Contract with ESCO. Work Products may not be shared with any third parties without the written permission of ESCO, except to the extent required by law. Unless the city enters into a contract with ESCO at which time all work products become city property.

Section B: Audit Services

ESCO agrees to provide Customer with the following:

- A. A plan for AMI platform installation and commissioning;
- B. Description and training of personnel to operate the smart metering AMI systems;
- C. Financial analysis of the new revenue effect on annual cash flow by the AMI platform;
- D. Guaranteed performance contract for the AMI platform and smart water meters;
- E. Performance Assurance Support Services (PASS) Plan for the AMI platform; and
- F. Project pricing for a turnkey installation of the proposed project scope that shall be firm for sixty (60) days.

Customer agrees to provide ESCO with the following:

- A. A list of any requirements and/or specifications that Customer expects to be included in and/or associated with the scope of work;
- B. Complete access, including granting the ability for remote network access, to Customer's facilities for ESCO to analyze existing meter performance through testing a predetermined number of meters, current billing software system, current meter population census by meter size, prevailing water rates, to perform the analysis, leading to the development of plan for AMI platform installation and commissioning.
- C. Provide water distribution network layouts and drawings.
- D. Access to key personnel to discuss operating requirements;
- E. Copies or loans of building plans and other such documents for the purpose of facilitating ESCO's understanding of the Facility characteristics and the current sequences of operation; and
- F. All other insight, knowledge and history as may be relevant to ESCO's analysis, particularly with respect to the operation, maintenance and energy efficiency of the Facilities, as well as disclosure of all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities or the systems, components and equipment therein.

Customer is under no payment obligation under this Agreement, provided at all of the following conditions is met:

- A. Customer is 100% assured and guaranteed that the savings will exceed the debt service needed to purchase the product at full service, without any additional water rate increase or other subsidies by customer; and
- B. Customer executes an Energy Services Contract with ESCO within sixty (60) days after receiving the Investment Grade Audit Report; and
- C. ESCO is unable to quantify new revenue generation that meet or exceed the customers expectations and the annual cost of the proposed performance-based AMI program over a term not to exceed 20 years.

If none of the above conditions are met, Customer agrees to pay ESCO **\$50,000** for the Investment Grade Audit service within sixty (60) days after receiving the IGA Report.

November 29, 2021



City of Pharr
Ed Wylie
118 S Cage Blvd.
Pharr, Texas 78577

Re: Proposal for Investment Grade Water Meter Audit

Dear: Mr. Wylie,

Schneider Electric is pleased to submit this proposal for your review and acceptance for the development of an investment grade audit.

Schneider Electric is an approved vendor through **The Interlocal Purchasing System for "Energy Savings Performance Contracts"** contract# **170103** whom the City of Pharr is a member of and would contract to perform the scope of work below.

This proposal and detailed services are being offered through Pharr's membership with Region 8, The Interlocal Purchasing System. By utilizing the TIPS membership, the City will automatically be dealing with a qualified, professional contractor that has met the strict procurement bidding requirements for Texas. This results in savings to the Pharr by reducing the time and expense for the bid process and will allow the work to be performed in a timelier manner.

Scope of Work

See Attached proposal and scope of work

We appreciate the opportunity to provide the attached proposal and look forward to your favorable response. If you should have any questions or require additional information, please do not hesitate to contact me at your convenience.

Sincerely,

Aaron Garcia

Aaron Garcia
Senior Account Executive

TIPS PO Process:

- Create a purchase order clearly identifying the purchase order as a TIPS purchase and including the TIPS contract number. (Contract #170103)
- Email the completed purchase order to: TIPSPO@tips-usa.com and attach the PO as a PDF. (TIPS will process the purchase order and forward it to the appropriate vendor and the sender of the PO email will receive an authorization letter that validates the purchase.)

Schneider Electric | Buildings Business

502 E Expressway 83, Suite 1
Weslaco, TX 78596 USA
Tel. +1 956 534 7783
www.schneider-electric.com/buildings



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: November 22, 2021

MEETING DATE: December 6, 2021

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing the City Manager to enter into an agreement with Laser Spectacles, Inc., to provide a laser light show for the New Year's Eve Ball Drop on December 31, 2021, in the amount of \$9,887.00.

Classification: Regular

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

Issue: As part of the New Year's Eve Ball Drop celebration on December 31, 2021, the City of proposing a laser light show in downtown Pharr thirty minutes prior to the stroke of midnight and the ball drop. Staff is proposing that the City Manager enter into an agreement with Laser Spectacles, Inc., to provide a thirty minute laser light show in the amount of \$9,887.00.

(PROJECT# 2122-01-530-IPQ021-001)

Fiscal Consideration: Funds are budgeted as part of the New Year's Eve Ball Drop celebration.

Staff Recommendation: Based on review by this office, staff recommends approval of authorization for the City Manager to enter into an agreement with Laser Spectacles, Inc., to provide a laser light show as part of the New Year's Eve Ball Drop celebration in the amount of \$9,887.00.

Alternatives: Cancel the laser light show

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Pilar Rodriguez
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/22/2021
Approved - 11/23/2021
Approved - 12/3/2021
Approved - 12/3/2021
New - 1/1/1900

LASER LIGHT SHOW AGREEMENT

LASER SPECTACLES, INC., herein sometimes referred to as Spectacles, and City of Pharr, herein sometimes referred to as Client, hereby enter into this Agreement, in consideration of the terms, conditions and covenants below set forth as follows:

I. PROJECT

1.01 Type and Time of Project. Spectacles agrees to perform a laser light show, referred to as the "show" herein, for Client on December 31, 2021, at 11:30 o'clock p.m. The show shall have such characteristics as are set forth on Exhibit "A" attached hereto and made a part hereof by reference. The show shall be designed by Spectacles and its content shall be entirely within the discretion of Spectacles, save and except for any specific items listed on Exhibit "A."

1.02. Place of Show. The show here contracted for shall be held outdoors at the facility known as a temporary stage on the 200 Block of South Cage Boulevard in Pharr, TX. Client shall have all obligations for obtaining and paying for all facilities, Spectacles being responsible only for the creation and presentation of the show and the expenses of its employees and staff.

II. PROVISION OF FACILITIES

2.01. Client. It shall be the obligation of Client to provide the physical facilities for the show, including the building if an indoor show, power and water as specified on Exhibit "A," security personnel as necessary to effectively provide security for the equipment of Spectacles and to secure the area in accordance with this Agreement, together with any other specific items designated in Exhibit "A." It is understood that the physical facilities and other items specified in this Agreement and on Exhibit "A" must be sufficient for use by Spectacles and such is a condition precedent to the obligations of Spectacles under this Agreement.

2.02. Time of Availability of Facilities. It is understood by Client that it is necessary for Spectacles to make its set up and to conduct a rehearsal prior to the show. Client, therefore, agrees to make the facilities exclusively accessible and available to Spectacles no less than twenty-four (24) hours prior to the performance time. Client shall provide such personnel as is necessary for Spectacles and as provided on Exhibit "A" for such rehearsal and for the performance, and shall further provide security from the time Spectacles begins its set-up to the time Spectacles has completed its performance, packed its equipment, and is prepared to leave the performance area.

III. COMPENSATION

3.01. Amount and Time. Client shall pay to Spectacles the total sum of \$9,887.00 for the show. Such payment shall be made by a payment of a non-refundable earnest money payment of \$4,943.50 to be paid to Spectacles on or before Dec. 1, 2021, and the remaining balance of the contract price to be paid to Spectacles by cash or cashier's check no later than three hours prior to the scheduled time of performance of the show.

3.02. Earnest Money Deposit. It is understood by Client that the Earnest Money Deposit required above is not refundable unless and only if Spectacles is wholly unable, without fault by Client, to perform any show whatsoever. It is understood by Client that a substantial amount of the work, time, and effort to be expended by Spectacles shall occur prior to the date of the show in the creation and arrangement of the production. If Spectacles is unable to perform the exact show specified herein,

without having been negligent in causing the inability to perform, but Spectacles is ready, willing, and able to perform a show, Spectacles will be entitled to and shall have earned the Earnest Money Deposit, irrespective of whether or not the parties agree upon a substitute presentation as below set forth.

IV. SHOW DIFFICULTIES

4.01. Compromise Upon Difficulties. It is understood by Client that the operation of Laser equipment and the rules governing such operation pose peculiar difficulties. Initially, environmental conditions have a substantial effect upon the equipment itself, and inclement weather may cause a complete inability to make the presentation of a show. In the event that the show is not able to be presented as here contracted for wherein there is no negligence by Spectacles, but rather the failure is due to conditions beyond the control of Spectacles, such as acts of God or the fault of others not employed by Spectacles, the parties shall in good faith attempt to arrive at a compromise. Such negotiation shall include the determination of an alternate date for the show, as contracted to be presented, or for the presentation of a show, although not the one initially contracted for on the date herein specified. In the event that the compromise reached calls for a show different than the one contracted for, the parties shall further in good faith negotiate an alternate charge for the show as altered. In the event a compromise is reached, payment for the show to be presented at the redetermined charge shall be due in accordance with the above provisions of the Agreement. In the event compromise is not reached, this Agreement shall be terminated without further liability on the part of either party.

4.02. Recognition of Prohibitions. The operation of Laser equipment is governed by numerous laws and regulations. Client recognizes that Spectacles must comply with those laws and regulations and agrees to participate and assist in compliance as applies to presentation of the show. Among others the following are conditions which may require Spectacles to immediately stop the show in order to comply with governmental regulations and/or to safeguard the safety of others, and any such halt shall not be deemed a breach by Spectacles:

1. If the show is outdoors, presence of any aircraft in an area defined by the Federal Aviation Agency wherein aircraft would be prohibited during the show;
2. The presence of an unauthorized person or persons in a restricted area, to be designated by Spectacles;
3. Any condition or circumstance which, in the reasonable belief of Spectacles, its agents or employees, presents a substantial danger to the health or safety of the public viewing the show, or the safety of the property of others not associated with Spectacles or Client.

V. DEFAULT

5.01. Default by Spectacles. The parties hereby recognize the speculative nature of the return from a presentation here anticipated. By this paragraph the parties provide for, as the sole remedy of the Client in the event of a breach, with fault by Spectacles, a liquidated damage of \$9,887.00. In no event, however, shall any condition or circumstance otherwise treated above Article IV constitute a breach by Spectacles.

5.02. Default by Client. In the event of breach by Client, Spectacles shall be entitled to all sums contracted for under the terms of this Agreement.

VI. MISCELLANEOUS

6.01. Prohibition of Recording. There shall not be any recording, broadcast, reproduction, transmission, or other use of the show, except for the immediate use and enjoyment of the audience present, by any person or entity, and Client shall not directly or indirectly knowingly participate or allow any such activity, except with the express and prior written consent of Spectacles. Spectacles consents to the broadcasting and recording of the laser show to be used for future marketing by Client.

6.02. Conditions to Performance. All agreements and covenants made by Client herein shall be express conditions precedent to the obligations of Spectacles.

6.03. Prior Agreements. This Agreement represents the entire agreement of the parties. All prior agreements and understandings are hereby superseded and merged into this Agreement.

6.04. Jurisdiction and Venue. It is understood by the parties that all or part of the obligations arising under this contract are performable in Hidalgo County, Texas, and that jurisdiction and venue of any suits or actions based upon this Agreement shall be in Hidalgo County, Texas.

6.05. Assignment. This Agreement and the obligations arising hereunder may not be assigned or delegated by either party without the prior written consent of the other party.

6.06. Insurance. Spectacles shall provide proof of liability and property damage insurance in the amount of \$1,000,000.00.

6.07. Notices. Any party may be given notice effective under this Agreement by United States Certified Mail, return receipt requested, addressed to the respective parties at the locations below set forth, unless otherwise changed by notice in accordance with this paragraph.

Party
Laser Spectacles, Inc.
PO Box 1535
San Marcos, Texas 78667
USA

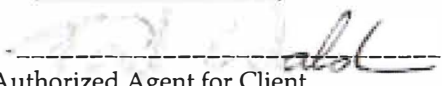
Telephone
512-392-4600

City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577
USA

956-402-4400

6.07. Recovery of Attorney's Fees. In the event an attorney is reasonably employed by any party hereto to enforce the terms of this Agreement, the prevailing party shall to the extent allowed by law, be entitled to reasonable attorney's fees and reasonable costs of court incurred.

Effective this day of 2021

By:  _____
Authorized Agent for Client

Laser Spectacles, Inc.

By: 

Exhibit A - **Technical Specifications**

Laser Light Show for:

City of Pharr, December 31, 2021

Laser Spectacles, Inc. will provide the following:

- one medium powered laser & full color projection system
- four RGB beam projectors
- operators
- mirrors
- musical signals to house sound system (if applicable)
- all required notifications to regulatory agencies
- haze machines

The laser light show will be performed to recorded music, be approximately 30 minutes long, and timed to countdown to midnight for the New Year. Effects will include: beams, graphics, and lumia. Show will include two free logos of Client's choice, with additional logos being available at \$100 each.

City of Pharr will provide the venue and the following technical specifications:

POWER: Six (6) 20 amp circuits of 120V single phase

WATER: None

LOCATION: S. Cage Blvd @ Caffery Avenue, Pharr, TX

PERSONNEL: Electrician to hook up power if needed
house technician or stage manager to coordinate performance
security for equipment

EQUIPMENT: Two (2) radios if used for event
crowd control barriers, as needed

HOTEL: Three single rooms Dec. 29 - Dec. 31 (check out Jan 1)

The designated Laser Safety Officer of Laser Spectacles, Inc. will determine the location and placement of the laser equipment. Federal law requires that the laser light be 3 meters vertically above the surface upon which anyone except for Laser Spectacles, Inc. employees stand, and 2.5 meters horizontally from any audience. For safe and legal operation, scaffolding may be necessary to raise the laser equipment up, and crowd control barriers may be required.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: December 3, 2021

MEETING DATE: December 6, 2021

FROM: Edward Wylie, City Manager

DEPARTMENT: Administration

DIRECTOR: Edward Wylie

Agenda Item: Consideration and action, if any, on 3rd Amended and Reinstated Interlocal Agreement between the City of Pharr and the Hidalgo County Regional Mobility Authority.

Classification: Regular

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

Issue: Amedned ILA to recognize prior service towrds health insurance coverage after retirement

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No

Reason: n/A

ROUTING:

Edward Wylie
Patricia Rigney
City Management Office

Created/Initiated - 12/3/2021
Approved - 12/3/2021
Final Approval - 12/3/2021

**THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES**

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

This Third Amended and Restated Interlocal Agreement for Administrative Services (the “**Agreement**”) made and entered into this 28th day of September, 2021 further amends and restates that certain Second Amended and Restated Interlocal Agreement for Administrative Services dated July 28, 2015 and the First Amended and Restated Interlocal Agreement for Administrative Services entered into on April 4, 2014, by and between the **CITY OF PHARR**, Texas, a home rule municipality (hereinafter referred to as the “**CITY**”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereinafter referred to as “**HCRMA**”), a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code, both situated in Hidalgo County in the Rio Grande Valley of Texas.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CITY and the HCRMA share the goal of improving mobility within the CITY and throughout the region; and

WHEREAS, the CITY provides an Office Site under the Lease, certain Administrative Services, and Staffing Services to the HCRMA; and

WHEREAS, the CITY and the HCRMA desire to clarify the benefits provided to HCRMA staff members under this Agreement, specifically related to retirement benefits, and have undertaken the amended language herein for that purpose in Section II.B.1.e.(i)-(ii); and

WHEREAS, the CITY and the HCRMA desire to further clarify in Section VI.H. that the exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA;

NOW, THEREFORE, the CITY and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

- I. Definitions
- II. Duties of the CITY
- III. Duties of the HCRMA
- IV. Default
- V. Term and Termination
- VI. Miscellaneous

All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

* * *

IN WITNESS HEREOF, the City of Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

Ambrosio “Amos” Hernandez, Mayor

Date: _____

Attest:

Imelda Barrera, Assistant City Clerk

Approved as to form:

City Attorney

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

S. David Deanda, Jr., Chairman

Date: _____

Attest:

Forrest Runnels, Vice Chair

Approved as to form:

Blakely L. Fernandez, Board Attorney - HCRMA

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

“Administrative Services” means services that support the HCRMA and allow for the completion of its duties as defined in Chapter 370 of the Texas Transportation Code, to wit: management, financial management, personnel, human resources, purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties in writing from time to time. The Administrative Services provided by the CITY to the HCRMA shall be identified in Schedule A, attached hereto and incorporated herein, as may be amended from time to time by the parties.

“Agreement” means this Third Amended and Restated Interlocal Agreement by and between the CITY and the HCRMA.

“CITY” means the City of Pharr, a home rule municipality.

“Eligible Employee” means employees eligible for certain retirement benefits described in Section II.B.1.e.(i)-(ii).

“Governing Board” means the City Commission of the City of Pharr.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

“Lease” means that certain lease, including the First Amendment, by and between the CITY and the HCRMA for the Office Site, as may be amended or restated from time to time.

“Office Site” means the office space, related common space and services leased by the HCRMA at 203 W Newcombe Ave, Pharr, TX 78577.

“Staffing Services” means the provision of CITY staff to serve the HCRMA in the capacity of an Executive Director and other staff required by the HCRMA, which may include, but is not limited to an Administrative Assistant, Auditor, and Land Acquisition Manager, Engineering Manager, and may also include a Chief Development Officer, Chief Construction Engineer, Chief Auditor/Compliance Officer, Chief Financial Officer, Construction Manager, Public Affairs Manager, and any related support staff.

II. DUTIES OF THE CITY

A. Administrative Services.

1. During the term and as part of the normal course of business of the CITY, the CITY shall provide certain Administrative Services to the HCRMA. The services shall include purchasing and procurement services, financial management, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time. Services described herein shall be provided at the written request of the HCRMA.

2. The CITY and the HCRMA will mutually agree to the standard of each administrative service to be provided at the time of request. Expenses incurred by the CITY in providing such administrative services shall be compensated in accordance with Section III of this Agreement.

B. Staff and Management Services.

1. **CITY Employees.** The CITY shall provide the HCRMA with CITY Staffing Services to meet the RMA's staffing requirements, as requested by the HCRMA from time to time.

a. CITY will provide an employee, approved by the Board of Directors of the HCRMA, to serve as the Executive Director of the Authority.

b. Executive Director shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

c. Executive Director shall be a senior administrator at the CITY, reporting directly to the CITY Manager and the Board of Directors of the HCRMA.

d. CITY shall not change or replace Executive Director without written consent from the HCRMA Board Chairman.

e. Upon request by the Executive Director and approval of the HCRMA Board, the CITY shall provide additional administrative and management staff to the HCRMA under the terms and conditions of this Agreement. Executive Director shall approve any additional administrative or management staff provided by the CITY to the HCRMA as Staffing Services.

i. Any administrative or management staff provided by the CITY to the HCRMA shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

ii. For clarification, benefits referenced in subsection (i) above include retirement health coverage contribution eligibility for administrative and management staff who have a start date with the HCRMA prior to January 1, 2021 and have not less than twenty (20) years of participation in the Texas Municipal Retirement System (the “Eligible Employees”).

1. The Eligible Employees shall be eligible upon retirement to receive continued health coverage at the expense of the HCRMA not to exceed \$615.00 per month for the retiree.

2. Any Eligible Employee shall comply with the procedural requirements as may be applicable, and shall further execute any necessary authorizations allowing the HCRMA and/or the City to withdraw any payments owed on monthly premiums. Any Eligible Employee shall be subject to forfeiture or cancellation of continued coverage, at the expense of the municipality, upon becoming delinquent for monthly premiums. Should such cancellation or termination occur, the person will not be eligible for continued coverage. (See Chapter 37, Section 8 of Pharr Personnel Policy Manual – Retirement.)

3. If a retired Eligible Employee elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage. Dependents are not eligible for health benefit coverage once the Eligible Employee is separated from the City.

4. Except as stated herein, all other provisions of Chapter 38, Section 3 of the Pharr Personnel Policy Manual apply.

f. The initial staff provided to the HCRMA shall include those persons currently serving the HCRMA in a full time capacity. Additional staff members for the HCRMA shall be hired as CITY employees pursuant to CITY policy and practices. The Executive Director, or his designee, shall be responsible for the solicitation, interviewing, and selection of any additional staff members.

2. **Executive Director.** In addition to any employment requirements maintained by the CITY and outlined in Chapter 171, Texas Local Government Code, any Executive Director for the HCRMA must comply with and be qualified under the requirements of Section 370.252, Texas Transportation Code and Title 43 of the Texas Administrative Code, unless an exception is granted by the Commission, to wit:

i. The Executive Director may not accept or solicit any gift, favor, or service that might reasonably influence him in the discharge of an official duty or that he knows is being offered with the intent to influence his official conduct.

ii. The Executive Director may not accept other employment or engage in a business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his position as Executive Director.

iii. The Executive Director may not accept other employment or compensation that could reasonably be expected to impair his independence or judgment in the performance of his official duties.

iv. The Executive Director may not make personal investments, including investments of his spouse, which could reasonably be expected to create a substantial conflict between his private interests and the interests of the HCRMA.

v. The Executive Director may not intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official duties in favor of another.

vi. The Executive Director may not have a personal interest in an agreement executed by the HCRMA.

vii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is employed or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or received funds directly from the HCRMA, the Texas Department of Transportation, or the County.

viii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse directly or indirectly owns or controls more than ten percent (10%) interest in a business or other organization that is regulated by or receive funds from the HCRMA, the Texas Department of Transportation, or the County.

ix. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse uses or receives a substantial amount of tangible goods, services, or funds from the HCRMA, the Texas Department of Transportation, or the County.

x. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the HCRMA, the Texas Department of Transportation, or the County.

xi. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation, or if the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation.

xii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse has received funds from the Texas Department of Transportation for acquisition of highway right-of-way unless the acquisition was for a project of the HCRMA and properly disclosed as such.

3. Work on behalf of the CITY or other Political Subdivisions.

i. To the extent permitted by State law and, if necessary, authorized by the Commission, with the consent of the Board of Directors of the HCRMA, the Executive Director may perform certain acts on behalf of the CITY or another political subdivision that benefit the County or the region.

ii. CITY does hereby release, indemnify, and promise to defend and save harmless the HCRMA, its officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the HCRMA, its officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff member's performance of service to, for, or on behalf of the CITY.

C. Audit. The CITY will allow the HCRMA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the services provided to the HCRMA by the CITY.

D. Public Information Requests. At the request of the HCRMA, the CITY will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and CITY and HCRMA policies.

III. DUTIES OF THE HCRMA

A. Reimbursement for Administrative Services. The HCRMA will reimburse the CITY for Administrative Services based on costs provided in Schedule A. Administrative Services provided to the HCRMA but not listed on Schedule A shall be reimbursed based on actual cost plus a five percent (5%) administrative fee. Actual cost shall include out-of-pocket expenses (as in the purchase of software) undertaken by the CITY and/or hourly costs of CITY employees to accomplish the Administrative Services. CITY employees shall bill their time to the HCRMA in quarter of an hour increments.

B. Reimbursement for Staffing Services. HCRMA shall assume all costs and expenses for the dedicated Executive Director and any other staff assigned to the HCRMA, including costs of fringe benefits and professional obligations, and shall pay the CITY an administrative fee of \$75.00 per employee per pay period (the "Staffing Fee").

C. Timely Payment.

1. **Administrative Services.** The HCRMA shall reimburse the CITY on a monthly basis for administrative services performed during the Term of this Agreement. The CITY will invoice the HCRMA following the end of each month for administrative services

performed during that prior month. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. Any questions or disputes about amounts invoiced will be submitted to the CITY by the HCRMA within fifteen (15) days of the HCRMA's receipt of such invoice. The HCRMA agrees to timely pay amounts not in dispute. The parties agree to use best efforts to resolve amounts in dispute within fifteen (15) days of notice of such dispute.

2. **Staffing Services.** The HCRMA shall reimburse the CITY on a monthly basis for staffing services performed during the term of this Agreement. The CITY will invoice the HCRMA following the end of each month for Staffing Services, including the Staffing Fee. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. The CITY shall provide a complete accounting of current costs, including benefit details and administrative fees, to the HCRMA. Any increases in such costs must be approved by the HCRMA Board of Directors.

D. Executive Director and other CITY Staff dedicated to the HCRMA.

1. The Board of Directors of the HCRMA shall approve the CITY employee designated as Executive Director and shall, in conjunction with the CITY Manager, supervise the Executive Director in the performance of the administrative tasks of the HCRMA.

2. The Board of Directors of the HCRMA shall provide an annual performance evaluation of the Executive Director. A copy of this evaluation shall be provided to the CITY.

3. The Executive Director shall select and/or approve any staff members provided by the CITY. Such staff members designated as HCRMA staff shall report directly to the Executive Director and the Executive Director shall supervise and perform annual evaluations on all such staff. If the City requires annual evaluations of City employees, the Executive Director will provide copies of such evaluations to the City's human resources department.

4. The HCRMA shall compensate CITY for all costs related to Executive Director and any other staff assigned to the HCRMA as described herein.

5. HCRMA shall directly reimburse Executive Director and any other staff assigned to the HCRMA for any expenses incurred in pursuit of official HCRMA business, including any licensing or training requirements, mileage and other business expenses. Any expenses incurred by Executive Director or other staff assigned to the HCRMA in pursuit of CITY business will be reimbursed by CITY.

6. HCRMA does hereby release, indemnify, and promise to defend and save harmless the CITY, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the CITY, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff's performance of service to the HCRMA pursuant to this Agreement.

IV. DEFAULT

A. HCRMA Default. The HCRMA is in default of this Agreement if it fails to timely reimburse the CITY for administrative services provided or prompt pre-payment of personnel services as described herein.

1. The decision to exercise rights granted by this subsection shall be made by the Governing Board of the CITY.

2. If payment has not been received by the CITY forty five (45) days after the date the HCRMA received the invoice, the CITY shall deliver written notice of such breach to the HCRMA. If the HCRMA does not cure that breach within forty five (45) days of receiving the written notice of breach, the HCRMA is in default and the Governing Board shall deliver a written notice of default to the HCRMA that specifies the following:

- a. The nature of the default,
- b. The date of the notice of breach,
- c. The failure of the HCRMA to cure timely, and
- d. The administrative services to the HCRMA are terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

3. Upon default by the HCRMA, the CITY has the right, but is not obligated, to terminate this Agreement and deny any further services to the HCRMA. Such termination shall not impact the term of the Lease.

4. The HCRMA is not in default for non-payment of amounts in dispute. If a dispute over an invoiced amount is not resolved by the parties as described in Section III.B above, the parties agree to jointly select an independent mediator to resolve the payment in question. The parties agree to abide by the decision of the independent mediator. If the mediator determines a payment is due, such payment must be made within thirty (30) days of such decision.

B. CITY Default. The CITY is in default of this Agreement if it fails to perform the services requested by the HCRMA or meet the service standards agreed to by the parties.

1. The HCRMA shall give the CITY prompt notice of any deficiency in service. If the CITY fails to cure the deficiency within a reasonable time, the HCRMA may cancel its request and seek services from another provider.

2. The HCRMA shall not owe the CITY any reimbursement for services not provided.

3. If the CITY fails to perform administrative services or fails to perform to the standards agreed to by the parties, the HCRMA may terminate this Agreement without

impacting the term of the Lease.

V. TERM AND TERMINATION

A. This Agreement commences on the date of execution of final signature, and shall remain in effect until terminated by the Parties.

B. This Agreement may be terminated upon thirty (30) calendar days' written notice to the other party.

C. In the event of termination of this Agreement, the parties agree to utilize best efforts to reduce or eliminate the impact on the CITY employees dedicated to the HCRMA, including assisting with the transition of benefits.

VI. MISCELLANEOUS

A. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party to undertake or not to undertake any other service, or to provide any service, except as contemplated by this Agreement or in a separate written instrument executed by both parties. Nothing in this Agreement shall compromise the independent authority of the HCRMA.

B. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. **Force Majeure.** Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement. This Agreement, including the attached Lease, merges the prior agreements, negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws. This Agreement is subject to all laws of the State of Texas, the CITY Charter and Ordinances of the CITY, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas. Any dispute between **CITY** and **HCRMA** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

F. Assignment. Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest. This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the CITY and HCRMA only.

H. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both parties to this Agreement and authorized by their respective governing bodies. Exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA.

I. Severability. 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 validated and enforceable.

J. Notice. Notices required under this Agreement may be delivered by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Notices should be addressed as follows:

CITY:

City of Pharr

Pharr City Hall
118 South Cage
Pharr, TX 78577
Attn: City Manager

With a copy to:
City Attorney at the same location

HCRMA: Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577

With a copy to:
Blakely Fernandez
Bracewell & Giuliani LLP
300 Convent St., Ste. 1500
San Antonio, TX 78205

K. Execution in Counterparts. This Agreement may be simultaneously executed in 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 both parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

* * *

SCHEDULE A
updated as of September 28, 2021

Administrative Services Requested by the HCRMA and Approved by the City

\$180.00	Monthly/Internet/Phone Connection
\$20.00	Monthly/ Each Extension
\$5.00	Monthly/ Fax line
\$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
\$75.00	Monthly/ Conference Bridge Access
\$75.00	Monthly/ Video Conference System Access
\$150.00	Monthly /200 GB Network storage / \$75.00 each additional 100 GB of storage (backup included – weekly)
\$100.00	Monthly/ General IT Service Support/Server Management
\$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
\$400.00	Monthly/ Video Production & Archive of Meetings

SCHEDULE B
updated as of September 28, 2021

Staffing Services Requested by the HCRMA and Provided by the City

Current Staff

Pilar Rodriguez, Executive Director (TMRS State Date 5/1/1992)
Eric Davila, Chief Development Engineer (TMRS Start Date 5/1/2017)
Ramon Navarro, Chief Construction Engineer (TMRS Start Date 9/1/2007)
Celia Gaona, Chief Auditor/Compliance Officer (TMRS Start Date 10/1/1999)
Jose Castillo, Chief Financial Officer (Retired through TMRS; part time)
Sergio Mandujano, Construction Records Keeper (TMRS Start Date 1/1/2016)
Maria Alaniz, Administrative Assistant III (TMRS Start Date 7/27/2016)
Ivonne Rodriguez, Administrative Assistant II (TMRS Start Date 9/1/2012)

Initial Staff

Pilar Rodriguez, Executive Director
Celia Gaona, Chief Auditor/Compliance Officer
Carlos “CJ” Moreno, Land Acquisition Coordinator
Flor E. Koll, Administrative Assistant

EXHIBIT A
LEASE AND FIRST AMENDMENT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.H.

DATE SUBMITTED: November 29, 2021

MEETING DATE: December 6, 2021

FROM: Maribel Garcia , Executive
Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on PEDC II and Lone Star National Bank Line of Credit Renewal.

Classification: Regular

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

Issue: To be presented to the City Council.

Fiscal Consideration: Na

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maribel Garcia
Victor Perez
Karla Saavedra
City Management Office

Created/Initiated - 11/29/2021
Approved - 11/29/2021
New - 1/1/1900



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.I.

DATE SUBMITTED: November 29, 2021

MEETING DATE: December 6, 2021

FROM: Maribel Garcia , Executive
Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on approval of the Loan Agreement between the Pharr Economic Development Corporation II and Lone Star National Bank; approving and authorizing all other documents related thereto.

Classification: Regular

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

Issue: To be presented to the City Council.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maribel Garcia
Victor Perez
Karla Saavedra
City Management Office

Created/Initiated - 11/29/2021

Approved - 11/29/2021

Pending - 1/1/1900



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.J.

DATE SUBMITTED: November 29, 2021

MEETING DATE: December 6, 2021

FROM: Maribel Garcia , Executive
Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Project Artic.

Classification: Regular

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

Issue: To be presented to the City Council.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maribel Garcia
Victor Perez
Karla Saavedra
City Management Office

Created/Initiated - 11/29/2021
Approved - 11/29/2021
New - 1/1/1900



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.K.

DATE SUBMITTED: November 29, 2021

MEETING DATE: December 6, 2021

FROM: Maribel Garcia , Executive
Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Project Cip.

Classification: Regular

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

Issue: To be presented to the City Council.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maribel Garcia
Victor Perez
Karla Saavedra
City Management Office

Created/Initiated - 11/29/2021
Approved - 11/29/2021
New - 1/1/1900