

**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, AUGUST 1, 2022**

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.

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 July 19, 2022 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Application for the West Moore Road Project from Jackson Road to Cage Boulevard. (ENGINEERING)

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

1. Tejas Bar has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.05 acres, more or less, out of Lots 13 thru 16 and a portion of Lot 12, Block 32, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Avenue, Suite D. **CUP#220634**

2. M & S Estate Ltd., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being Lot 1, Fox Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1527 South Jackson Road.
COZ#220636

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration, if any, on Ordinance amending Ordinance No. O-2021-52 for budget amendment to the Fiscal Year 2021-2022 budget. (**Adoption on One Reading**) (**TABLED**) (FINANCE)

B) Consideration and action, if any, on Ordinance creating the Department of Building and Code Compliance. (**1st Reading**) (ADMINISTRATION)

C) Consideration and action, if any, on Resolution appointing/re-appointing one (1) member to the Bridge Board. (BRIDGE)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on agreement with The Children's Place to accept a donation of children's furniture and books for the Pharr Memorial Library. (LIBRARY)

B) Consideration and action, if any, authorizing City Manager to execute a contract agreement between the City of Pharr and Clearpoint out of Arlington, VA for Performance Management Software through GSA Contract# 511210-300 in an amount not to exceed \$50,000. (OSE)

AGENDA REGULAR MEETING
August 1, 2022

C) Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with PM AM Corporation for alarm program administration services. (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into an Interlocal Cooperation Contract with the University of Texas Rio Grande Valley (UTRGV) for the use of the Pharr Natatorium. (ADMINISTRATION)

E) Consideration and action, if any, authorizing City Manager to amend contract with TEDSI Infrastructure Group Inc. for Construction Support Services for the Construction of the Second BSIF Exit & Northbound Lane Expansion Project. (ENGINEERING)

F) Consideration and action, if any, on Amendment Number 5 for an additional 866 calendar days to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application. (ENGINEERING)

G) Consideration and action, if any, on Amendment Number 4 in the amount of \$85,000 with Halff Associates, Inc. for the Donations Acceptance Program (DAP) Fiscal Year 2016. (ENGINEERING)

8. 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

AGENDA REGULAR MEETING
August 1, 2022

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.

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

10. 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. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and 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 29th day of July 2022 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 29th day of July 2022

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: August 1, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: July 28, 2022

MEETING DATE: August 1, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report.

Classification: Regular

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

Issue: Provided herewith is the City Engineer's Report for ongoing construction projects in the month of August 2022.

Fiscal Consideration: N/A

Staff Recommendation: The City Engineer is available to answer any questions or address comments.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Ruben Alfaro

City Management Office

Created/Initiated - 7/28/2022

Approved - 7/28/2022

Final Approval - 7/29/2022



***Report on Capital Improvement Project Activity
August 2022***

City Engineer – Ruben Alfaro, PE
Monday, August 01, 2022

 **Pharr** 
Engineering

CIP MEETING

1

Architect: The Warren Group Architects, Inc.
Contractor: Davila Construction, Inc.
CM: Brownstone Consultants, LLC
Notice to Proceed: Dec. 2, 2020
Contract Time: 273
Time to Date: 566 (207.33% stop time)
Contract Amount: \$7,500,000.00
Change Orders: \$0.00
Current Contract: \$7,500,000.00
Placed to Date: \$7,498,986.89 (99.99%)

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 Ln.

Status: Phase I has been accepted by CC at meeting on June 20, 2022. Substantial Completion for Phase II, except amphitheater, was granted June 21, 2022.

Next Step: Project close-out of Phase II is ongoing and is expected to be accepted by City Commission in August 2022.



07-26-2022

Northside Community Center (1/1)

 **Pharr** 
Engineering

CONSTRUCTION

2

Engineer: TEDSI Infrastructure Group, Inc.
 Contractor: International Consulting Engineers
 CM: Brownstone Consultants, LLC
 Notice to Proceed: Sept. 8, 2020
 Contract Time: 545 + 26 (April 02, 2022)
 Time to Date: 692 (121.19%)
 Contract Amount: \$7,463,934.37
 Change Orders: \$268,930.45
 Current Contract: \$7,732,864.83
 Placed to Date: \$ 6,577,912.88 (85.06%)
 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 to work on the canopies at the Primary Inspection and the 2nd BSIF Exit. The project team has started discussing close-out in preparation for completion at the end of August 2022.
 Next Step: Change Orders #3 and #4 are being prepared for consideration.



07-26-2022

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


Pharr
 Engineering

CONSTRUCTION

3

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: 391 (325.83%)
 Contract Amount: \$1,494,704.00
 Change Orders: \$0.00
 Current Contract: \$1,494,704.00
 Placed to Date: \$981,604.00 (65.67%)
 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: Contractor is working on the motor control center (MCC) and the generator slab.
 Next Step: Contractor will continue to work within the footprint of the lift station.



07-26-2022

Lift Station No. 30 (1/1)


Pharr
 Engineering

CONSTRUCTION

4

Engineer: City of Pharr
 Contractor: Castle Enterprises, LLC.
 CM: City of Pharr
 Notice to Proceed: June 06, 2022 (new)
 Contract Time: 120 (ETC Oct. 04, 2023)
 Time to Date: 56 (46.67%)
 Contract Amount: \$314,717.70
 Change Orders: \$0.00
 Current Contract: \$314,717.70
 Placed to Date: \$0.00 (00.0%)

Description: The improvements on N. Fir Ave. will extend the existing road from Alan Street to Frontage Road. The extension will create a direction connection from Frontage Road to Ferguson Avenue. Improvements include drainage and sidewalk.

Status: Contractor has cleared the ROW up to Frontage Road, as well as removed the irrigation standpipe.

Next Step: Contractor will be excavating up to subgrade and preparing for its treatment.

07-26-2022

N. Fir Ave. Paving Improvements (1/1)


Pharr
 Engineering

CONSTRUCTION

5

WE ARE
TEAM PHARR

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

6



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Approval of Minutes for July 19, 2022 Regular Called Meeting.

Classification: Consent

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

Issue: Minutes for meeting held Tuesday, July 19, 2022.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 7/27/2022
Final Approval - 7/29/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, JULY 19, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, July 19, 2022 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

BOARD OF COMMISSIONERS ABSENT: Comm. Ricardo Medina
Comm. Itza Flores

STAFF PRESENT: Andy Harvey, City Manager/Police Chief
Edward Wylie, Deputy City Manager
Anali Alanis, Assistant City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Juan Villescas, Municipal Judge
Pilar Rodriguez, Fire Chief
Roland Gomez, Dev. Svcs. Director
Kimberly Mendoza, Code Enforcement Dir.
Rodrigo Davila, Public Works Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Yuri Gonzalez, Chief Comms. Officer
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

MINUTES: REGULAR CALLED MEETING
July 19, 2022

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Ignacio Amezcua, Purchasing Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING JULY 2022 AS PARKS AND RECREATION MONTH (PARKS)

Comm. Carrillo read proclamation proclaiming July 2022 as Parks and Recreation month and presented proclamation to Sergio Alanis, Parks and Recreation Director, and staff.

Sergio Alanis, Parks and Recreation Director, stated they had about 15,000 kids from throughout the Pharr community who participate in their programs, camps, sports, and after-school programs year-round. He thanked the Commission for the recognition and the volunteers, parents, and children who take part in the programs.

ITEM 3. PUBLIC TESTIMONY

There were no public comments

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Hilda Pedraza, City Clerk, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JULY 2022

Hilda Pedraza, City Clerk, introduced the item.

Andy Harvey, City Manager, stated the City of Pharr showed an increase of 8.34% month-to-month compared to last year and an overall growth of 12.72% compared to last year's collections.

Andy Harvey, City Manager, reported the Fire Department would be hosting an event for their 100 year anniversary on Thursday, July 21, 2022 from 6:00 p.m. to 10:00

MINUTES: REGULAR CALLED MEETING

July 19, 2022

p.m. in downtown Pharr. He stated there will be free food, game activities, antique fire trucks, and extended an invitation to everyone to attend.

Sergio Alanis, Parks and Recreation Director, recognized the All-Star girl's baseball team for placing third in the league and introduced the team and coaches. Coach Marco Antonio Snell thanked the Commission and parents for their support and his team for their dedication and hard work.

Andy Harvey, City Manager, further introduced and recognized the new City Engineer, Ruben Alfaro, and Public Works Director, Rodrigo Davila.

At this time, Mayor Hernandez, stated they would deviate from the agenda 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 4:26 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 5:03 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR JULY 5, 2022 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, RATIFYING RESOLUTION RESCHEDULING CITY COMMISSION REGULAR MEETING OF MONDAY, JULY 18, 2022 (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS FOR A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF ALUMINUM SULFATE LIQUID POLYMER BLEND AND LIQUID AMMONIUM SULFATE (PUBLIC UTILITIES)**
- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR STATEMENT OF QUALIFICATIONS (SOQ) FOR**

**CONSTRUCTION MATERIAL TESTING (CMT) AND GEOTECHNICAL
ENGINEERING SERVICES POOL (ENGINEERING)**

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO
ADVERTISE FOR SEALED BIDS FOR A SUPPLY CONTRACT FOR THE
PURCHASE AND DELIVERY OF CHLORINE & CALCIUM HYPO-CHLORITE
(PUBLIC UTILITIES)**
- F) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES
CASES:**
1. IGLESIA PENTECOSTES EL BUEN PASTOR, OWNER, REQUESTED A LIFE OF THE USE
CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A SINGLE-FAMILY RESIDENTIAL
DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOTS 15 THRU 18,
HIDALGO PARK ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE
PROPERTY IS PHYSICALLY LOCATED AT 213 E. ST. JOHN. CUP#220532 (DEVELOPMENT
SERVICES)
- G) PLATS:**
1. MELDEN & HUNT, INC., REPRESENTING IRENE URIBE MANRIQUE DE LARA, PRESIDENT
FOR GARMEN INVESTMENTS, LP, A TEXAS LIMITED PARTNERSHIP, REQUESTED FINAL
PLAT APPROVAL OF THE PROPOSED SUGAR GARDEN VILLAGE SUBDIVISION. THE
PROPERTY IS LEGALLY DESCRIBED AS BEING A 9.697 ACRE TRACT OF LAND BEING
THE NORTH HALF OF THE SOUTH HALF OF LOT 119, KELLY-PHARR SUBDIVISION,
PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 3800
BLOCK OF NORTH SUGAR ROAD. SUB#210308 (DEVELOPMENT SERVICES)
 2. MELDEN & HUNT INC., REPRESENTING MENDY SHAPIRO, MEMBER FOR TEXAS NH
MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, REQUESTED FINAL PLAT
APPROVAL OF THE PROPOSED COROLLA CAPITAL SUBDIVISION PHASE I LOT 1. THE
PROPERTY IS LEGALLY DESCRIBED AS BEING A 4.004 ACRES OUT OF LOT 317 KELLY-
PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED
WITHIN THE 6800 BLOCK OF S. CAGE BLVD. SUB#210617 (DEVELOPMENT SERVICES)
 3. SALINAS ENGINEERING & ASSOCIATES, REPRESENTING VICTOR RIOS, SR. OWNER,
REQUESTED FINAL PLAT APPROVAL OF THE PROPOSED LOTS 44A, 44B, 44C, AND 44D,
REPLAT OF LOT 44, BEAMSLEY SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED
AS BEING A 0.65 ACRE TRACT OF LAND, MORE OR LESS, KNOWN AS ALL OF LOT 44,
BEAMSLEY SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY
PHYSICAL ADDRESS IS 1401 W. EISENHOWER STREET. SUB#211142 (DEVELOPMENT
SERVICES)
 4. TREVIÑO ENGINEERING, REPRESENTING ROGELIO A. PRUNEDA, REQUESTED FINAL
PLAT APPROVAL OF THE PROPOSED PRUNEDA SUBDIVISION. THE PROPERTY IS
LEGALLY DESCRIBED AS BEING 0.454 ACRE TRACT OF LAND FORMING A PART OR
PORTION OF LOT 325, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.
THE PROPERTY IS LOCATED WITHIN THE 100 BLOCK OF WEST DICKER ROAD.
SUB#160618 (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

MINUTES: REGULAR CALLED MEETING
July 19, 2022

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

Resolution No. R-2022-28 is filed with the City Clerk's office.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE REGARDING TEXAS GAS SERVICE COMPANY'S (TGS) COST OF SERVICE ADJUSTMENT (COSA) FILING (ADOPTION ON ONE READING) (ADMINISTRATION)**

Hilda Pedraza, City Clerk, introduced the item.

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

Ordinance No. O-2022-27 is filed with the City Clerk's office.

- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2021-52 FOR BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 BUDGET (ADOPTION ON ONE READING) (FINANCE)**

Hilda Pedraza, City Clerk, introduced the item. Andy Harvey, City Manager, stated staff recommended the item be tabled.

Comm. Guajardo **moved** table. Comm. Chavez 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 AWARD A PURCHASE CONTRACT FOR THE REPAIR AND REHABILITATION OF MANHOLES IN THE CITY OF PHARR FROM SOUTHERN TRECHLESS SOLUTIONS OUT OF LA FERIA, TEXAS, THROUGH BUYBOARD CONTRACT # 635-21 IN THE AMOUNT OF \$191,431.00 (PUBLIC UTILITIES)**

Hilda Pedraza, City Clerk, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHARR/PHARR INTERNATIONAL BRIDGE AND SOUTH TEXAS COLLEGE FOR CERTIFIED CUSTOMS SPECIALIST (CCS) PROGRAM (BRIDGE)

Hilda Pedraza, City Clerk, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON PROFESSIONAL SERVICES AGREEMENT WITH FREESE & NICHOLS ENGINEERS TO CONDUCT A TITLE XVI WATERSMART FEASIBILITY REPORT FOR THE CITY OF PHARR (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item.

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

C) CONSIDERATION AND ACTION, IF ANY, ON PROFESSIONAL SERVICES PROPOSAL FROM FREESE & NICHOLS ENGINEERS TO EXPAND THE CURRENT CITY OF PHARR CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, ON PROFESSIONAL SERVICE AGREEMENT WITH FREESE & NICHOLS ENGINEERS TO CONDUCT A GROUNDWATER SUPPLY ENGINEERING FEASIBILITY STUDY FOR APPROXIMATELY 240 ACRES (ADMINISTRATION)

Hilda Pedraza, City Clerk, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND AMEND CONTRACT WITH CITY OF PHARR'S CONSTRUCTION MANAGEMENT FIRM FOR OVERSIGHT AND INSPECTION OF THE MEXICAN PORTION OF THE TWIN BRIDGE EXPANSION PROJECT

MINUTES: REGULAR CALLED MEETING
July 19, 2022

**AS REQUESTED BY THE PHARR INTERNATIONAL BRIDGE BOARD
(BRIDGE)**

Hilda Pedraza, City Clerk, introduced the item. Andy Harvey, City Manager, stated staff recommended the item be tabled.

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

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:07 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

**STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR**

ON THIS THE 19th DAY OF JULY 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Application for the West Moore Road Project from Jackson Road to Cage Boulevard.

Classification: Consent

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

Issue: The Economically Disadvantaged County (EDC) Program allows for a reduction in the local participation amount for construction. The City of Pharr qualifies for the program, and based on an estimated total construction cost of \$6,084,000 for West Moore Road, the 20% local participation would be \$1,216,800.00. By applying for this program, the local participation is reduced by 93%, bringing the required local match from \$1,216,800 down to \$85,176. (CSJ: 0921-02-436)

Fiscal Consideration: Original Local Participation: \$1,216,800

EDC Reduction: -\$1,131,624

Revised Local Participation: \$85,176

No payment to the state is necessary at this time.

Staff Recommendation: Staff recommends approval.

Alternatives: Reject the EDC and pay the full local participation amount.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Ruben Alfaro

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 7/27/2022

Approved - 7/27/2022

Approved - 7/28/2022

Approved - 7/28/2022

Final Approval - 7/29/2022



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

June 28, 2022

Dr. Ambrosio Hernandez
Mayor, City of Pharr
PO Box 1729
Pharr, TX 78577

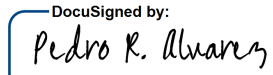
RE: Economically Disadvantaged Counties (EDC) Program Application
Moore Road, from Jackson Road to Cage Blvd.
CSJ# 0921-02-436

Dear Mayor Hernandez,

Attached for your review and consideration is the draft Economically Disadvantaged Counties (EDC) Program Information Sheet and an Affidavit for the subject project. If the City would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit only and return it to the attention of Ms. Melba Schaus, P.E., District Planning Engineer, via e-mail at Melba.Schaus@txdot.gov for further processing. Once the completed affidavit is received, I will sign the EDC Program Information Sheet and mail you the approved form for your records.

Should you have any questions regarding this reduction please contact Ms. Melba Schaus, District Planning Engineer, or me at (956)702-6100.

Sincerely,

DocuSigned by:

FABA335C2DAA48C...
Pedro R. Alvarez, P.E.
Pharr District Engineer

Attachments

cc: Rex A. Costley, P.E., Deputy District Engineer
Norma Y. Garza, P.E., Director of Transportation Planning and Development
Melba R. Schaus, P.E., District Planning Engineer
Rene Garza, P.E., TxDOT Pharr Area Engineer
Margil Maldonado Jr., P.E., Advanced Project Development Supervisor
Maria Rangel, P.E., City of Pharr, RPIC

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY
An Equal Opportunity Employer



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HidalgoAPPLICANT City of PharrDistrict Contact InformationNAME: Melba R. SchausTELEPHONE: 956.702.6181

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) ☒ YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO

2 Population (2010 Census)? 70,400

PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-436
ESTIMATED LETTING DATE	January-26

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

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

On Moore Road, from Jackson Road to Cage Blvd.

PROJECT SCOPE- Give type of work.

Widen from 2 to 4 lanes, curb& gutter with center left turn lane.

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

High unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the City's budget so we request reduction in the required match.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- ☒ 93

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$ 6,084,000	20%		\$1,216,800	\$85,176
				\$0	\$0
				\$0	\$0
				\$0	\$0
TOTAL	\$ 6,084,000			\$1,216,800	\$85,176

Approved by: _____ Date: _____
District Engineer

Project Name: West Moore Road
CSJ: 0921-02-436

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
_____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED:

MEETING DATE: August 1, 2022

FROM: Hilda Pedraza, 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:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.1.

DATE SUBMITTED: July 26, 2022

MEETING DATE: August 1, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Tejas Bar has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.05 acres, more or less, out of Lots 13 thru 16 and a portion of Lot 12, Block 32, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 410 West State Avenue, Suite D. **CUP#220634**

Classification: Regular

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

Issue: Tejas Bar has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) 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 Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) 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
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 7/26/2022
Approved - 7/26/2022
Approved - 7/27/2022
Final Approval - 7/29/2022



MEMORANDUM

DATE: MONDAY, AUGUST 1, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC FILE NO. CUP#220634 (TEJAS BAR)
--

GENERAL INFORMATION:

APPLICANT: Tejas Bar has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being 0.05 acres, more or less, out of Lots 13 thru 16 and a portion of Lot 12, Block 32, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 410 West State Avenue, Suite D.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned General Business District (C) to the south and west, Business District (C-2) to the east and Single-Family Residential District (R-1) to the north. This area is generally designated for commercial in the Land Use Plan.

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC: Thirty-four (34) 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 Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) 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 Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.

Proposed Conditional Use Permit
0.05 acres, out of lots 13-16 and portion of lot 12, blk 32
Tejas Bar



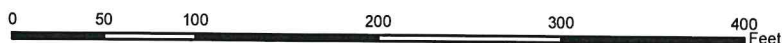
The property within the boundary
is the **ONLY** property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

- | | | |
|---------------------------------------|--------------------|--------------------------|
| 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 | |

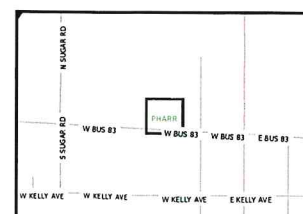
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 6/22/2022

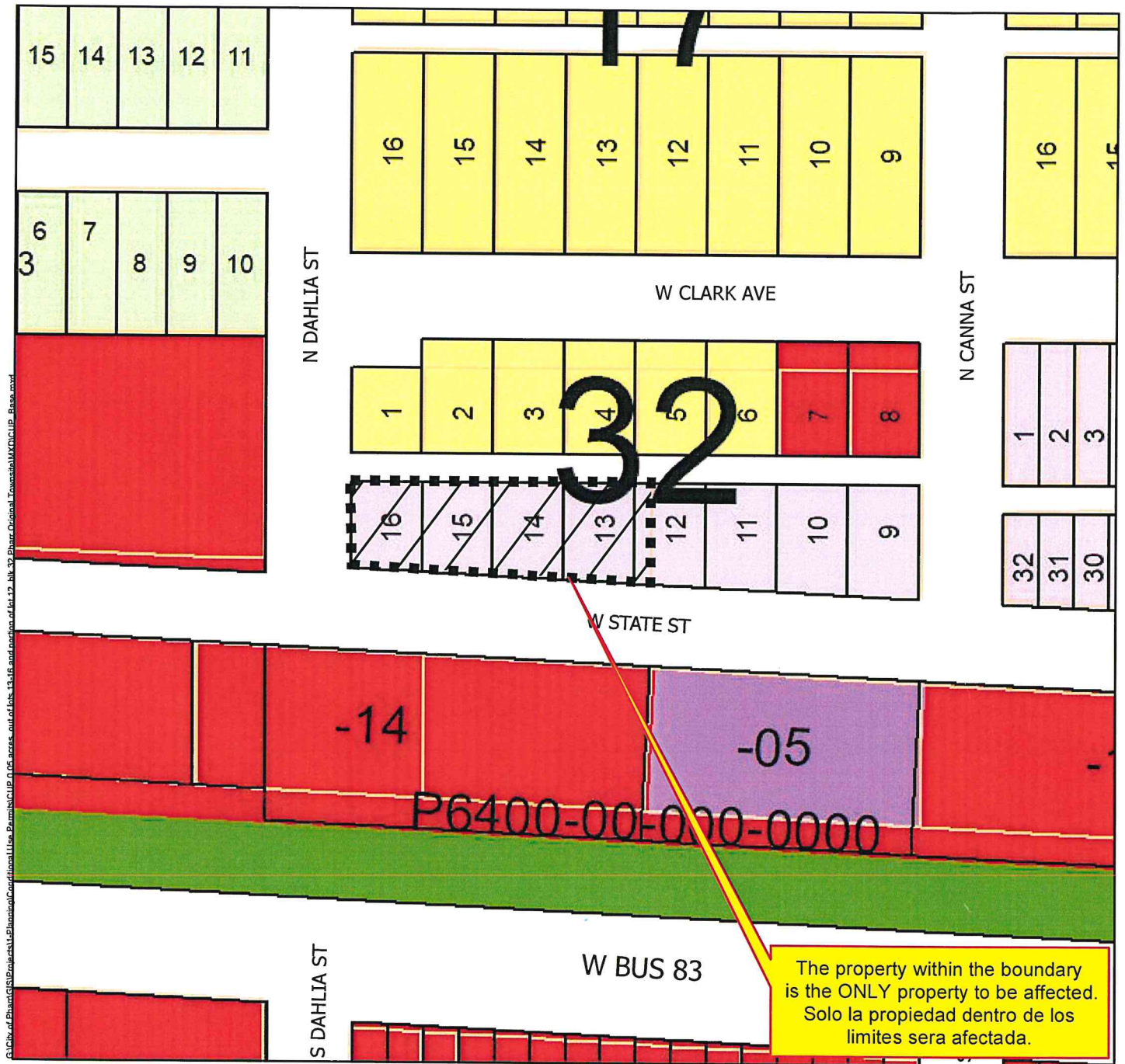
Scale: 1 inch = 100 feet



All information displayed on this map is subject
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Proposed Conditional Use Permit
0.05 acres, out of lots 13-16 and portion of lot 12, blk 32
Tejas Bar

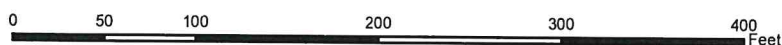


The property within the boundary is the ONLY property to be affected.
Solo la propiedad dentro de los limites sera afectada.

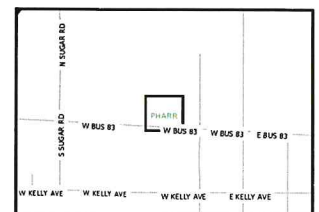
- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential 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

Scale: 1 inch = 100 feet



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Date: 6/22/2022

Dalia St

ALLEY

Parking

plp
AC unit

tables

music
box

BAR

sink
plp
female

plp
male
AC unit

pool table
pool table
pool table

Door

tables

Door

tables

tables

door

Parking

storage
room

door

410 W State Ave "D"



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.2.

DATE SUBMITTED: July 26, 2022

MEETING DATE: August 1, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: M & S Estate Ltd., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being Lot 1, Fox Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1527 South Jackson Road. **COZ#220636**

Classification: Regular

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

Issue: M & S Estate Ltd., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C).

Fiscal Consideration: n/a

Staff Recommendation: Development Services is recommending approval of the request to re-zone from 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 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
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 7/26/2022
Approved - 7/26/2022
Approved - 7/27/2022
Final Approval - 7/29/2022



Pharr

Development Services



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: August 1, 2022

ROUTE TO BOARD:

☒ CITY COMMISSION

AGENDA ITEM: COZ:#220636

☐ PLANNING & ZONING COMMISSION

DATE SUBMITTED: June 17, 2022

1. Applicant: M & S Estate Ltd., owner.
2. Requested Action: Re-zoning request from General Business District (C) to Heavy Commercial District (H-C).
3. Nature / Intent of Request: In order to develop and construct a business for the sale and rent of heavy equipment.

4. Routing to Staff:

A. Roland Gomez, Interim Director

RG
Initials

7-26-22
Date

☒ Approval ☐ Denial

B. Planning Staff Recommendations

Au
Initials

7/26/22
Date

☒ Approval ☐ Denial

C. Planning and Zoning Commission

Initials

07/25/2022
Date

☒ Approval ☐ Denial

D. City Attorney

Initials

Date

☐ Approval ☐ Denial

E. City Manager

Initials

Date

☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, AUGUST 1, 2022

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being Lot 1, Fox Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1527 South Jackson 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:

M & S Estate Ltd., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C) in order to develop and construct a business for the sale and rent of heavy equipment.

The subject site is located on the east side of South Jackson Road and has a physical address of 1527 South Jackson Road. The property is legally described as being Lot 1, Fox Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Jackson Road, a 120' – 150' ft 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 General Business District (C). The subject property and the properties to the north, east and south were annexed on November 18, 1986. The subject property was rezoned to General Business District (C) on June 17, 2019. A portion of the properties to the north was rezoned to General Business District (C) and the remaining portion was rezoned to Residential Multi-Family High Density District (R-MFHD) on April 21, 2015. The City Limits lie to the west. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial and single-family use in the Land Use Plan.

The General Business District (C) is established to provide adequate space and site diversification for most types of commercial development in the City of Pharr. Larger shopping centers and most existing commercial strips along major arterials would be included in this district. The noise, traffic, litter, late-night hours, and possible blighting influences require adequate buffering from residential areas, and the traffic from such uses should not pass-through residential areas, except on arterials or major collectors.

Sixteen (16) 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 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 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

M & S Estates Ltd., owner
APPLICANT

General Business District (C)
CURRENT ZONE

1527 S. Jackson Rd.
ADDRESS

Heavy Commercial District (H-C)

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

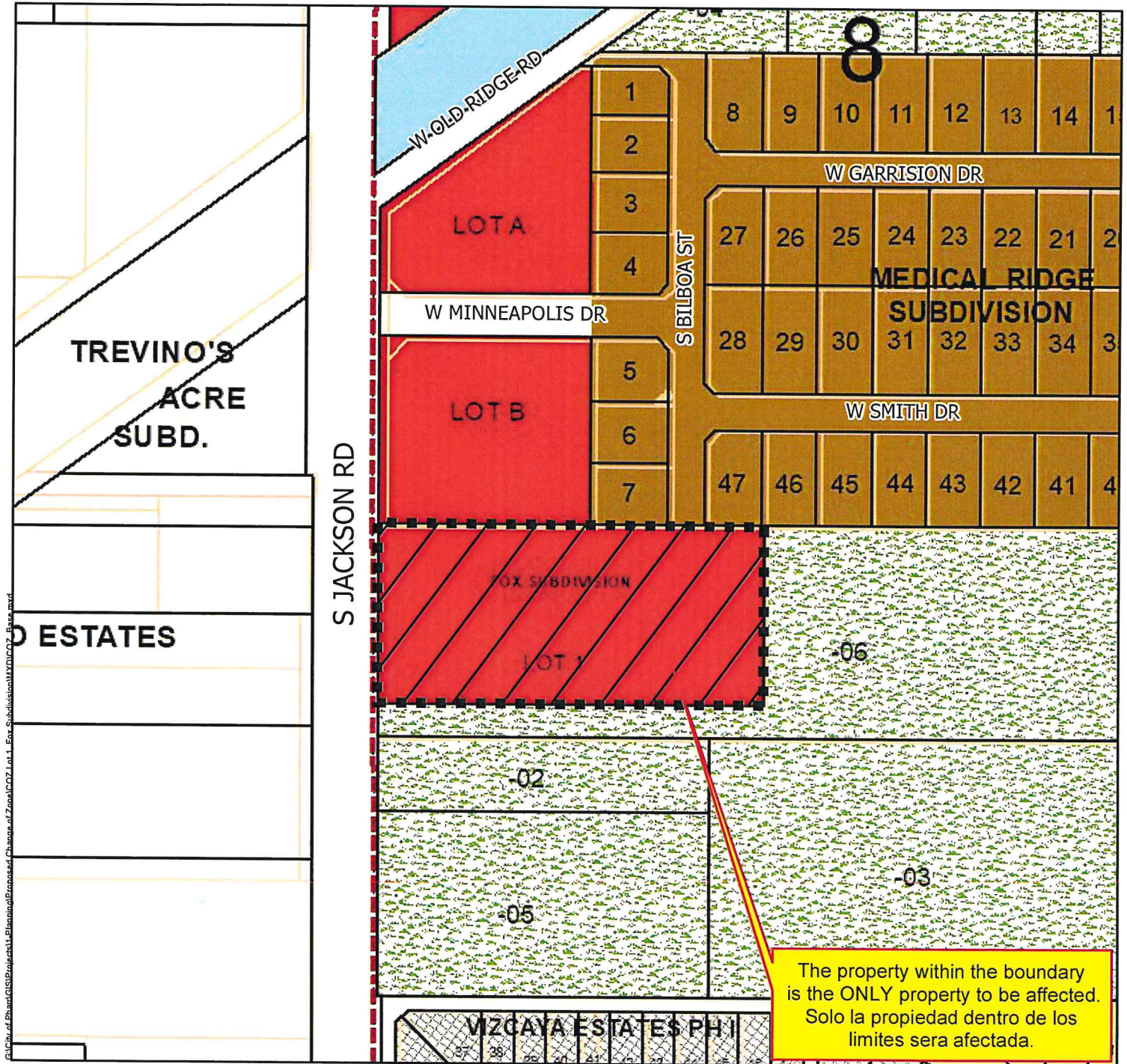
STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from 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.

Anaisa Licerio, Planner II
PREPARED BY

July 19, 2022
DATE



Zoning

ZONE

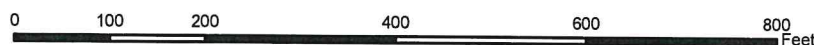
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
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- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

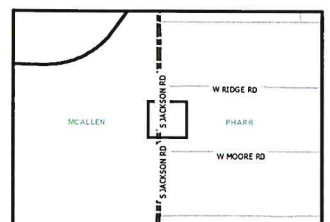
City of Pharr, Texas
Engineering Department
956.402.4242

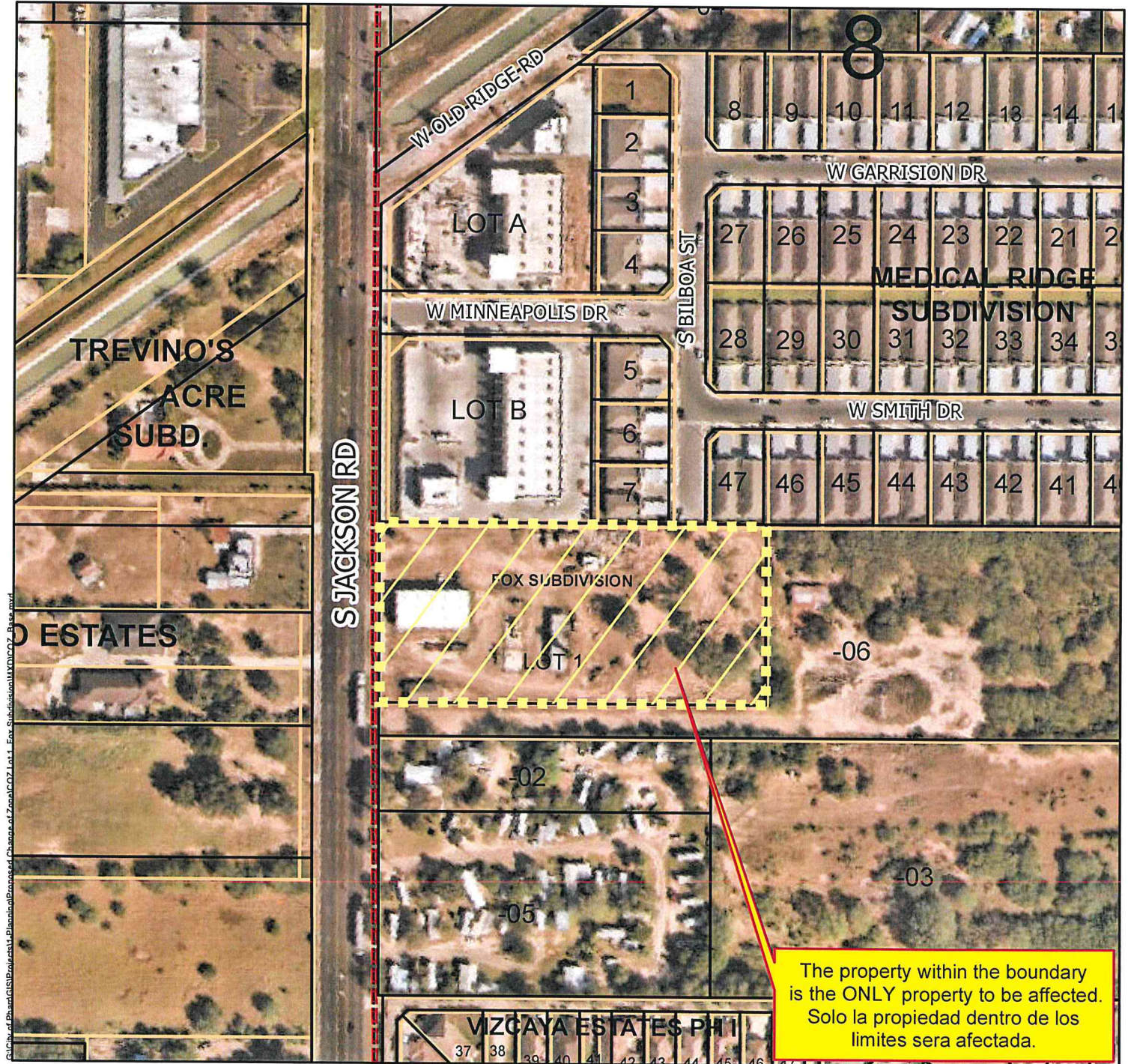
Date: 6/22/2022

Scale: 1 inch = 200 feet



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Zoning

ZONE

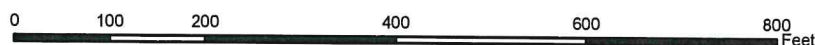
- Agricultural Open Space
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- Valley View ISD
- Planned Unit Development

City of Pharr, Texas
Engineering Department
956.402.4242

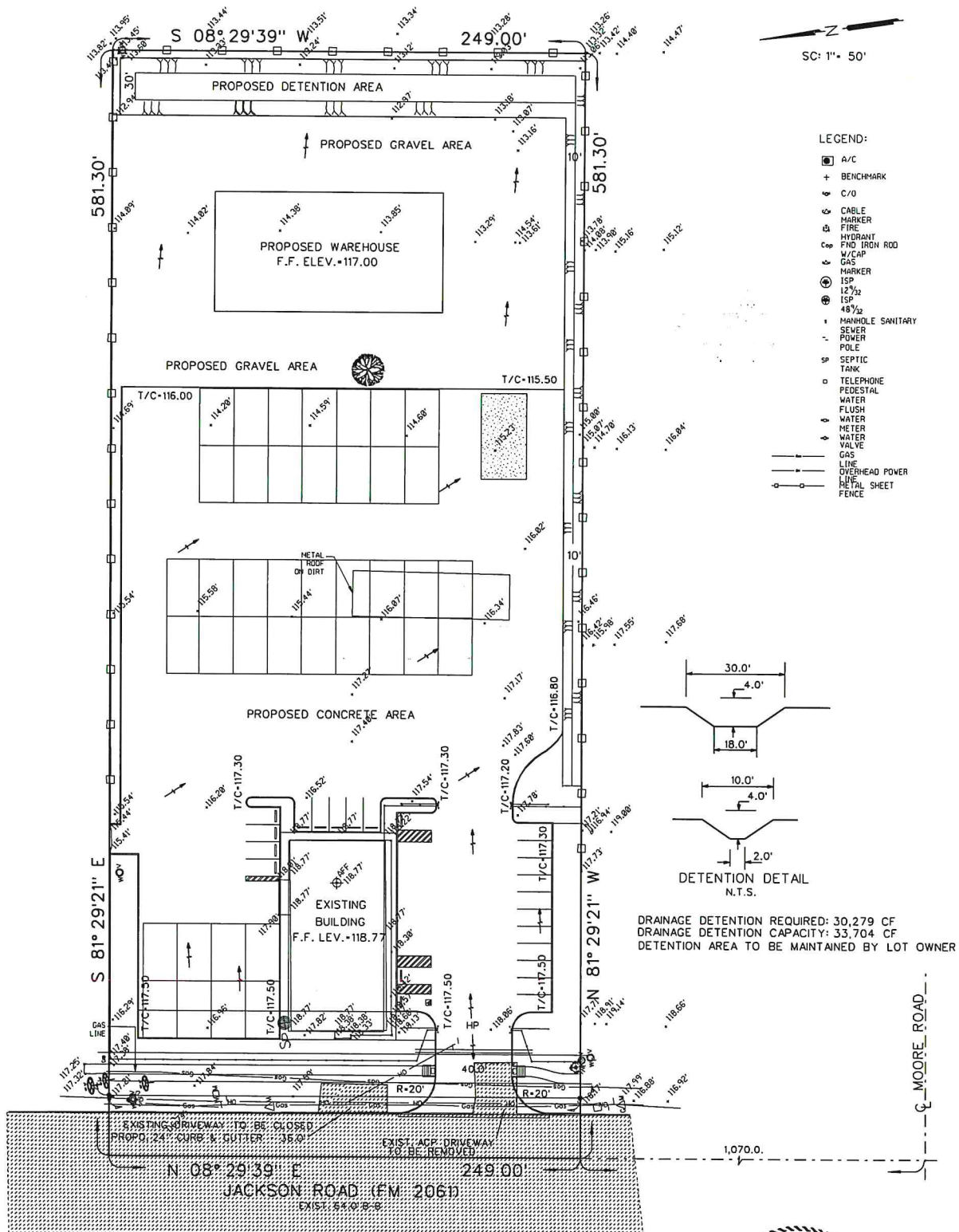
Date: 6/22/2022

Scale: 1 inch = 200 feet



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DRAINAGE PLAN

A 3.32 ACRE TRACT OF LAND OUT OF LOT 7, BLOCK 8,
A.J. McCOLL SUBDIVISION AS RECORDED IN VOLUME 21, PAGE 598,
DEED RECORDS, HIDALGO COUNTY, TEXAS.



Guillermo Arratia P.E.
6/6/2022

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER

526 N. 5TH STREET
DONNA, TEXAS. 78537

FIRM NO. F-9050

PH. (956) 784-0218

EMAIL: NAINENGINEERING@YAHOO.COM



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: July 20, 2022

MEETING DATE: August 1, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration, if any, on Ordinance amending Ordinance No. O-2021-52 for budget amendment to the Fiscal Year 2021-2022 budget. (*Adoption on One Reading*) **(TABLED)**

Classification: Regular

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

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

Fiscal Consideration: N/A

Staff Recommendation: To Approve

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/20/2022
Approved - 7/28/2022
Approved - 7/28/2022
Final Approval - 7/29/2022

ORDINANCE NO: O-2021-__

AN ORDINANCE AMENDING ORDINANCE O-2021-52; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2021, and ending September 30, 2022, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the City charter requires that any amendment be approved by $\frac{3}{4}$ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2021 and ending September 30, 2022, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum of **\$243,700** expenditures is hereby appropriated out expenditures and net sum **(-\$4,706,600)** of revenues out of the General Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 3: That the net sum of **\$4,600** expenditures is hereby appropriated out expenditures and **\$4,600** of revenues out of the CDBG and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 4: That the net sum of **(-\$250,000)** expenditures is hereby appropriated out expenditures and **(-\$250,000)** of revenues out of the City Garage and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 5: That the sum of **\$-0-** is hereby appropriated out of the Utility Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 6: That the net sum of **\$(-8,450,300)** expenditures and **(-\$17,100,000)** revenues is hereby appropriated out of the EMS and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 7: That the net sum of **(-\$4,346,800)** expenditures and **\$(-5,543,400)**

revenues is hereby appropriated out of expenditures Fiber Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents.

SECTION 8: That the sum of **\$800,000** expenditures and **\$800,000** revenues is hereby appropriated out of expenditures Bridge Fund and any net effect is appropriated with available resources on hand. The purpose is included in the attached documents

SECTION 9: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety, and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage and after publications requirements are met.

SECTION 10: Repealing Clause

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

SECTION 11: Severability Clause

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

SECTION 12: Publication Effective Date

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st of August 2022.

CITY OF PHARR

Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR, TEXAS
BUDGET YEAR 21-22- BUDGET AMENDMENT
DETAILED AMENDMENT ACTIVITY



GENERAL FUND					
REVENUES:					
01	4	4883-62	Transfer IN-EMS	\$ (3,286,400)	To reduce original budgeted amount of transfers from EMS Enterprise Fund
01	4	4883-63	Transfer IN-FIBER	\$ (2,270,200)	To reduce original budgeted amount of transfers from FIBER Enterprise Fund
01	4	4883-70	Transfer IN-Bridge	\$ 800,000	To increase Bridge Transfers IN from Bridge Excess collected revenue
01	4	4762-000	Intergovernmental UTRGV	\$ (750,000)	To reduce original budgeted for UTRGV Lease Rental fee not yet executed
01	4	4113-000	Sales Taxes	\$ 800,000	To Increase sales tax revenue collected as of June 2022
			Total Revenue Decrease	\$ (4,706,600)	
EXPENDITURES:					
01	510	1100	Salaries	\$ 58,000	To ratify current base pay for Deputy City Manager for the remaining of the FY
01	510	1105	FICA	\$ 4,500	To ratify current base pay for Deputy City Manager for the remaining of the FY
01	510	1115	Retirement	\$ 7,000	To ratify current base pay for Deputy City Manager for the remaining of the FY
01	510	1100	Salaries	\$ 16,500	To ratify assignment pay of \$50,000 to City Manager position for Police Chief Duties for the remaining of the FY
01	510	1105	FICA	\$ 1,300	To ratify assignment pay of \$50,000 to City Manager position for Police Chief Duties for the remaining of the FY
01	510	1115	Retirement	\$ 2,000	To ratify assignment pay of \$50,000 to City Manager position for Police Chief Duties for the remaining of the FY
01	510	1100	Salaries	\$ 1,600	To ratify increase in Car Allowance from \$5,200 to \$10,000 for ACM and allocate for remaining of FY
01	510	1105	FICA	\$ 200	To ratify increase in Car Allowance from \$5,200 to \$10,000 for ACM and allocate for remaining of FY
01	510	1115	Retirement	\$ 200	To ratify increase in Car Allowance from \$5,200 to \$10,000 for ACM and allocate for remaining of FY
01	510	1100	Salaries	\$ 21,500	To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	510	1105	FICA	\$ 1,700	To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	510	1106	Health Insurance	\$ 2,500	To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	510	1115	Retirement	\$ 2,400	To ratify and allocate three months of personnel costs for new FTE (1) created or Strategic Planning and Policy Liaison
01	517	1100	Salaries	\$ 5,000	To ratify current base pay for Public Works Director for the remaining of the FY
01	517	1105	FICA	\$ 400	To ratify current base pay for Public Works Director for the remaining of the FY
01	517	1106	Health Insurance	\$ 600	To ratify current base pay for Public Works Director for the remaining of the FY
01	517	1115	Retirement	\$ 600	To ratify current base pay for Public Works Director for the remaining of the FY
01	512	1100	Salaries	\$ 3,300	To allocate assignment pay for additional duties to Mental Wellness Coordinator
01	512	1105	FICA	\$ 300	To allocate assignment pay for additional duties to Mental Wellness Coordinator
01	512	1115	Retirement	\$ 400	To allocate assignment pay for additional duties to Mental Wellness Coordinator
01	520	1100	Salaries	\$ 16,500	To reclassify one position from Wellness Facility Manager to Pharr ONE Manager and increase base pay for remaining of FY
01	520	1105	FICA	\$ 1,300	To reclassify one position from Wellness Facility Manager to Pharr ONE Manager and increase base pay for remaining of FY
01	520	1115	Retirement	\$ 1,900	To reclassify one position from Wellness Facility Manager to Pharr ONE Manager and increase base pay for remaining of FY
01	522	1100	Salaries	\$ 2,500	To Ratify increase in base pay of \$10,000 for Irrigation Technician Supervisor and allocate funds for remaining of the year
01	522	1105	FICA	\$ 200	To Ratify increase in base pay of \$10,000 for Irrigation Technician Supervisor and allocate funds for remaining of the year
01	522	1115	Retirement	\$ 300	To Ratify increase in base pay of \$10,000 for Irrigation Technician Supervisor and allocate funds for remaining of the year
01	520	1100	Salaries	\$ (25,900)	To eliminate (-1) Wellness Facility Coordinator and create new position of Pharr ONE Manager
01	520	1105	FICA	\$ (2,000)	To eliminate (-1) Wellness Facility Coordinator and create new position of Pharr ONE Manager
01	520	1115	Retirement	\$ (2,900)	To eliminate (-1) Wellness Facility Coordinator and create new position of Pharr ONE Manager
01	512	7701	Lease Principal	\$ 1,700	To allocate funds for capital lease debt service payments
01	515	7701	Lease Principal	\$ 30,400	To allocate funds for capital lease debt service payments
01	517	7701	Lease Principal	\$ 5,900	To allocate funds for capital lease debt service payments
01	519	7701	Lease Principal	\$ 3,500	To allocate funds for capital lease debt service payments
01	526	7701	Lease Principal	\$ 4,600	To allocate funds for capital lease debt service payments
01	527	7701	Lease Principal	\$ 36,900	To allocate funds for capital lease debt service payments
01	528	7701	Lease Principal	\$ 8,900	To allocate funds for capital lease debt service payments
01	512	4402	Other Equipment Rentals	\$ (6,300)	To use savings of other rentals and reallocate to other funds
01	515	4402	Other Equipment Rentals	\$ (15,000)	To use savings of other rentals and reallocate to other funds
01	517	4402	Other Equipment Rentals	\$ (5,900)	To use savings of other rentals and reallocate to other funds
01	519	4402	Other Equipment Rentals	\$ (3,500)	To use savings of other rentals and reallocate to other funds
01	527	4402	Other Equipment Rentals	\$ (35,700)	To use savings of other rentals and reallocate to other funds
01	528	4402	Other Equipment Rentals	\$ (7,200)	To use savings of other rentals and reallocate to other funds
01	517	5530	Contractual Services	\$ (700,000)	To reallocate funds for Paving Program incurred under General CIP Fund
01	524	1100	Salaries	\$ (130,000)	To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	524	1105	FICA	\$ (10,000)	To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	524	1106	Health Insurance	\$ (7,400)	To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	524	1115	Retirement	\$ (14,700)	To reallocate unused funds for Personnel Expenses and to eliminate (1) FTE Assistant Attorney Position
01	522	1100-001	Salaries Aquatic	\$ 83,700	To adjust and increase Hourly rate to Part-Time Aquatic Park employees for the remaining of the FY
01	522	8803	Automotive	\$ 186,500	To allocate prior year budgeted equipment spent in December 2021
01	512	4402	Other Equipment Rentals	\$ (500,000)	To reallocate unused funds for Car Lease Expense to other unfunded accounts
01	525	1100	Salaries	\$ (173,500)	To eliminate (5) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1105	FICA	\$ (13,300)	To eliminate (5) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1106	Health Insurance	\$ (37,000)	To eliminate (5) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1107	Workers Comp	\$ (1,200)	To eliminate (5) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1108	Tec Taxes	\$ (2,100)	To eliminate (5) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	525	1115	Retirement	\$ (20,900)	To eliminate (5) FTE Telecommunication Officer Position and leave (1) for remaining of FY
01	530	9950-009	Incentive	\$ 143,400	To allocate excess sales and building permit fees and paid as Incentive as per 380 Agreement

01	530	9950-009	UTRGV Incentive	\$	500,000	To allocate UTRGV Incentive interlocal agreement originally not budgeted
01	530	9980-55	Transfer Out-City Garage	\$	(250,000)	To reallocate unused funds for City Garage Maintenance
01	530	9980-36	Transfer Out-General CIP	\$	1,050,000	To reallocate funds for Paving Program incurred under General CIP Fund
			Total Expenditures Increase	\$	243,700	
			NET EFFECT ON GENERAL F	\$	(4,950,300)	<---Cash Available in Bank Account
CDBG						
REVENUES:						
30	4	4XXX	CDBG GRANT Revenue	\$	4,600	To ratify increase in base pay of \$10,000 to CDBG specialist and allocate funding for the remaining of the year
			Total Revenues (Increase)/Decrease	\$	4,600	
EXPENSES:						
30	52600	1100	Salaries	\$	3,300	To ratify increase in base pay of \$10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1105	FICA	\$	300	To ratify increase in base pay of \$10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1107	Workers Comp	\$	300	To ratify increase in base pay of \$10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1108	Unemployment	\$	300	To ratify increase in base pay of \$10,000 to CDBG specialist and allocate funding for the remaining of the year
30	52600	1115	Retirement	\$	400	To ratify increase in base pay of \$10,000 to CDBG specialist and allocate funding for the remaining of the year
			Total Expenditures Increase/(Decrease)	\$	4,600	
			NET EFFECT ON CDBG	\$	-	<---No Effect
CITY GARAGE						
REVENUES:						
55	4	4880-01	Transfer IN-General Fund	\$	(250,000)	To reallocate unused funds for City Garage Maintenance
			Total Revenues Increase	\$	(250,000)	
EXPENSES:						
55	535	66xx	City Garage Repairs	\$	(250,000)	To reallocate unused funds for City Garage Maintenance
			Total Expenditures Decrease	\$	(250,000)	
			NET EFFECT ON CITY GARAGE	\$	-	<---No Effect
UTILITY FUND						
REVENUES:						
			Total Revenues (Increase)/Decrease	\$	-	
EXPENSES:						
60	583	1100	Salaries	\$	17,900	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1105	FICA	\$	1,400	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1107	Workers Comp	\$	800	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1108	Unemployment	\$	400	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	583	1115	Retirement	\$	2,200	To ratify increase in certification pay for Laborer, Distribution supervisor and Backhoe Operator
60	584	1100	Salaries	\$	2,000	To ratify increase in certification pay for Maintenance Technician position
60	584	1105	FICA	\$	200	To ratify increase in certification pay for Maintenance Technician position
60	584	1107	Workers Comp	\$	100	To ratify increase in certification pay for Maintenance Technician position
60	584	1108	Unemployment	\$	100	To ratify increase in certification pay for Maintenance Technician position
60	584	1115	Retirement	\$	300	To ratify increase in certification pay for Maintenance Technician position
60	583	2214	Water Meter and Boxed	\$	(25,400)	To reallocate funds for ratification of increase in certification pay for positions above
			Total Expenditures Increase/(Decrease)	\$	-	
			NET EFFECT ON UTILITY FUND	\$	-	<---No Effect
EMS						
REVENUES:						
62	4	4662	Ground Revenue	\$	(5,000,000)	To adjust budget to account for outstanding revenue
	4	4662	Transfer Revenue	\$	(600,000)	To adjust budget to account for outstanding revenue
62	4	4663	Helicopter Revenue	\$	(8,000,000)	To adjust budget to account for outstanding revenue
62	4	4663	Fixed Wing Revenue	\$	(3,500,000)	To adjust budget to account for outstanding revenue
			Total Revenues Decrease	\$	(17,100,000)	
EXPENSES:						
62	525	1100	Salaries	\$	(1,605,100)	To remove (48) FTE's originally budgeted to provide service for potential contracts not yet in place.
	525	1104	Overtime	\$	(585,400)	To remove (48) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	1105	FICA	\$	(122,800)	To remove (48) FTE's originally budgeted to provide service for potential contracts not yet in place.
	525	1106	Hospital Insurance	\$	(500,000)	To remove (48) FTE's originally budgeted to provide service for potential contracts not yet in place.

62	525	1107	Workers Comp	\$	(87,700)	To remove (48) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	1115	Retirement	\$	(262,900)	To remove (48) FTE's originally budgeted to provide service for potential contracts not yet in place.
62	525	9980-01	Transfer out General Fund	\$	(3,286,400)	To amend and adjust Transfer Out to General Fund
62	525	8804	Other Equipment	\$	(2,000,000)	To remove unused capital outlay funds
			Total Expenditures Decrease	\$	(8,450,300)	
			NET EFFECT ON EMS:	\$	(8,649,700)	*Medical Billing/ ARPA Funds/Existing Contracts
FIBER (TEAMPHARR.NET)						
REVENUES:						
63	4		Fiber Revenue	\$	(5,500,000)	To amend and adjust uncollected revenue originally budgeted
63	4		Reconnection Fees	\$	(26,400)	To amend and adjust uncollected revenue originally budgeted
63	4		Interest	\$	(17,000)	To amend and adjust uncollected revenue originally budgeted
			Total Revenue Decrease	\$	(5,543,400)	
EXPENSES:						
63	518	1100	Salaries	\$	(806,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1104	Overtime	\$	(55,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1105	FICA	\$	(65,800)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1106	Hospital Insurance	\$	(170,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1107	Workers Comp	\$	(3,800)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1108	TEC Taxes	\$	(11,100)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1110	Uniforms	\$	(20,000)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	1115	Employee Retirement	\$	(94,500)	To amend and remove unused funds for Fiber Staff and leave remaining only (6) FTE ; 2 HD Supervisors and 4 HD Speciliast
63	518	2220	Non-Capital Equipment and	\$	(280,000)	To amend and reflect unused funds
63	518	5501	Communication	\$	(6,000)	To amend and reflect unused funds
63	518	5507	Electricity	\$	(15,400)	To amend and reflect unused funds
63	518	5528	Audit & Professional	\$	(10,000)	To amend and reflect unused funds
63	518	5529	Professional Dues and Exper	\$	(10,000)	To amend and reflect unused funds
63	518	5530	Contractual Services	\$	(200,100)	To amend and reflect unused funds
63	518	5532	Insurance	\$	(77,400)	To amend and reflect unused funds
63	518	5535	Bank Service Charges	\$	(250,000)	To amend and reflect unused funds
63	518	9980-01	Transfer Out-GF	\$	(2,270,200)	To amend and adjust Transfer Out to General Fund
			Total Expenditures Decrease	\$	(4,346,800)	
			NET EFFECT ON FIBER:	\$	(1,196,600)	<---Cash Available in Bank Account
BRIDGE FUND						
REVENUES:						
70	4	4662	Bridge Toll Revenues	\$	800,000	To reflect increase in Toll collections compared to original budget.
			Total Revenues (Increase)/Decrease	\$	800,000	
EXPENSES:						
70	510	9980-001	Transfer Out	\$	(800,000)	To increase Bridge Transfers IN from Bridge Excess collected revenue
			Total Expenditures Increase/(Decrease)	\$	(800,000)	
			NET EFFECT ON BRIDGE FUI	\$	-	<---No Effect



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: July 26, 2022

MEETING DATE: August 1, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Ordinance creating the Department of Building and Code Compliance. *(1st Reading)*

Classification: Regular

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

Issue: Creating a new dept

Fiscal Consideration: n/a

Staff Recommendation: Approval

Alternatives: not create dept

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Ed Wylie
Patricia Rigney
City Management Office

Created/Initiated - 7/26/2022
Approved - 7/26/2022
Final Approval - 7/29/2022

ORDINANCE NO: O-2022-__

AN ORDINANCE ESTABLISHING AND CREATING THE DEPARTMENT OF BUILDING AND CODE COMPLIANCE; DUTIES; INCLUSION IN PHARR CODE OF ORDINANCES; ADOPTION OF RELATED LAWS; RATIFICATION OF PRIOR ACTS; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

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

SECTION 1: DEPARTMENT ESTABLISHED.

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

SECTION 2: AUTHORIZATION.

As matters related to procurement practices, public safety, and welfare of the residents of the City of Pharr, the Department of Building and Code Compliance shall be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as allowed by law.

SECTION 3: CREATION AND DUTIES OF DEPARTMENT OF CODE COMPLIANCE.

- (A) The Department of Building and Code Compliance is hereby created.
- (B) The creation of the following positions is authorized:
 - 1. Director of Building and Code Compliance as a full-time exempt position; and
 - 2. Other positions may be authorized by the Board of Commissioners as the need arises thru the budget process.
- (C) The department shall provide:
 - 1. International Family of codes interpretation, permits review and issuance.
 - 2. Code Compliance services.
 - 3. Public Health Services.

All services will be more fully defined by departmental policy, state laws and regulations, and city management.

SECTION 4: CUMULATIVE.

This Ordinance shall be cumulative of all other ordinances dealing with the same

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

SECTION 5: SEVERABILITY CLAUSE.

Any and all ordinances in conflict with this ordinance are repealed. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 6: EFFECTIVE DATE; PUBLICATION.

This Ordinance shall take effect immediately upon passage by a vote of not less than a majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than three (3) readings of the ordinance in accordance with the Pharr City Charter.

This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 7: PROPER NOTICE AND MEETING.

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

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

Classification: Regular

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

Issue: The term of Board member, Luis Eduardo Flores, expires August 1, 2022. Board member has expressed interest in continuing to serve.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends re-appointment of Bridge Board member.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman
Fred Brouwen
City Management Office

Created/Initiated - 7/27/2022
Approved - 7/27/2022
Final Approval - 7/29/2022

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

§
§
§

RESOLUTION
NO. R-2022- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager; and

WHEREAS, Ordinance No. O-2007-48 allows for the appointment of a person to a board or committee, without regard to residency, if that person is an owner of a business in which the primary location of the business and central decision-making authority is physically located within the boundaries of the City of Pharr; and

WHEREAS, the term of Luis Eduardo Flores (Position #5) expires on August 1, 2022 and appointment/re-appointment of one (1) member to the Toll Bridge Board is needed at this time.

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

The following member is hereby appointed/re-appointed to the Toll Bridge Board:

<u>NAME</u>	<u>POSITION # 5</u>
1.	LENGTH OF TERM (3-Year term to expire 8/01/25)

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of August, 2022.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on agreement with The Children's Place to accept a donation of children's furniture and books for the Pharr Memorial Library.

Classification: Regular

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

Issue: The Children's Place will be donating children's furniture along with 2,000 books to the Pharr Memorial Library.

Fiscal Consideration: The furniture donation is expected to be valued at about \$5,500. The 2,000 book donation has not been quantified.

Staff Recommendation: Staff recommends approval.

Alternatives: Budget next year to replace the furniture in the children's area of the library.

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Adolfo Garcia
Adolfo Garcia
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 7/27/2022
Approved - 7/27/2022
Approved - 7/28/2022
Approved - 7/28/2022
Final Approval - 7/29/2022



AGREEMENT

This "Agreement" is made between the City of Pharr (the "City"), with its main office located at 118 S. Cage Blvd, Pharr, TX 78577 and The Children's Place Services Company LLC ("TCP"), located at 500 Plaza Drive, Secaucus, NJ 07094, to permit the construction and build-out of one (1) reading room/library in the Pharr Memorial Library (the "Property") in exchange for permitting TCP to promote its products on City property in connection with TCP's "Back To School Campaign" (the "Campaign"). This Agreement will be effective as of the date last signed by either party (the "Effective Date"). The Agreement consists of the terms set forth below (the "Campaign Terms") and the Terms and Conditions that are attached as Exhibit A to the Campaign Terms and that are incorporated in this Agreement by reference (the "Terms and Conditions").

<u>Term:</u>	Effective Date – December 31, 2022
<u>In-Kind Donation/Work</u>	TCP shall contribute \$5,500 in in-kind services (the "In-Kind Donation") toward the improvement of a particular room of the Property as mutually agreed upon by City and TCP (the "Premises") for the purpose of creating a reading room/library space on the Premises. Such improvements shall include the following "Work" which City agrees and acknowledges shall not require further approval by City or any construction permits: • Receiving merchandise • Unpacking merchandise • Furniture installation and placement • Cleaning the space after the installation is complete Notwithstanding anything to the contrary contained herein, City shall not disassemble or materially alter TCP's Work at the Property or any fixtures on, improvements to or enhancements of the Premises until after September 20, 2022. For the avoidance of doubt, except for the initial delivery of books to the Premises, TCP shall not be responsible for accepting book deliveries and the replenishment of books at the Property or within the Premises.
<u>Event</u>	On Monday, August 22nd for a period of 1 hour, TCP may host an "Event" at the Property and within the Premises in connection with the Campaign. The details of the Event shall be determined by TCP and shall include the following: • Small ribbon-cutting ceremony • TCP to invite local children to enjoy the space on opening day TCP may distribute free merchandise to attendees of the Event and promote its brand and third party brands at the Property. TCP shall be entitled to capture video and/or photographic content during the Event which TCP shall be permitted to include in TCP's promotional materials.



EXHIBIT A

TERMS AND CONDITIONS

1. **License.** City hereby grants TCP access to the Property in connection with the Work and the Event during the Term. The foregoing license shall include use and access by TCP's agents, employees, contractors and representatives during ordinary business hours. TCP shall have the right to restrict access to the Premises by the general public during TCP's performance of the Work and during the Event for safety and security purposes. City shall remain responsible for the repair and maintenance of the Property, including the Premises, during the Term and following expiration of the Term, including during such periods of time that the Work and the Event take place. For the avoidance of doubt, TCP shall not be responsible for any repairs to and maintenance of the Property, unless encompassed within the Work. City shall remain responsible for all utilities servicing the Property during the Term including, without limitation, HVAC, water, electric and trash. City shall implement best efforts to repair and maintain the Premises, including all finished products and deliverables resulting from the Work performed for City, until September 20, 2022. At all times, City shall immediately remove or erase any vulgar language or drawings that may appear on the walls of the Premises. In the event there is a service interruption of utility services or damage to the Premises or Property that may adversely affect the Event, City shall immediately notify TCP and remedy such service interruption or damage prior to the Event. City hereby represents and warrants that as of the date of this Agreement, there are no "Hazardous Materials" on the Property. "Hazardous Materials" means any chemical, substance, or material, which is now or becomes in the future listed, defined or regulated in any manner by any applicable federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions.
2. **Intellectual Property.** City grants TCP a limited, non-exclusive, royalty-free license to use the Pharr Memorial Library (the "City Trademark") and use and photograph the Premises and Property in order to advertise, publicly represent and otherwise promote TCP's sponsorship status regarding the Property, and for such other uses as City may reasonably approve in writing; provided that City hereby pre-approves any usage of the City Trademark in TCP's press releases regarding the Property, the Work or the Event. For the avoidance of doubt, TCP shall also have the right to livestream the Event on TCP's social media channels and such livestream may feature the Premises, the Property and/or the City Trademark.
3. **Termination.** If either party breaches a material provision of this Agreement, the other party may terminate this Agreement upon ten (10) business days' prior written notice, unless the breach is cured within the notice period. In addition, TCP may terminate this Agreement for convenience upon ten (10) business days' prior written notice to City. In the event the Agreement is terminated prior to completion of the Work for any or no reason, TCP shall not be under any obligation to complete the remainder of the Work.
4. **Confidentiality.** City shall not use in any manner, nor shall City disclose to any third party (including, without limitation, via social media, etc.), any trade secrets or confidential information of TCP, including, without limitation, any non-public information about TCP's services, the content of any advertising that TCP has not yet released to the general public, City's relationship with TCP (until publicly disclosed by TCP), and any of the terms of this Agreement. In addition, City shall not communicate to the press directly about the Work, the Event or the Campaign without TCP's prior written approval and shall direct all press inquiries regarding the Work, the Event or the Campaign to TCP.
5. **Representations and Warranties.** City and TCP each hereby represents, warrants and covenants, as of the Effective Date and at all times thereafter during the Term, that:
 - a) it shall comply with all applicable laws and regulations;
 - b) it possesses the full right, power and authority to enter into and fully perform this Agreement;
 - c) it has all rights necessary to grant the rights granted hereunder;
 - d) to its knowledge, it has obtained and will comply with all required authorizations, approvals, licenses or permits from all government authorities in order for it to enter into and perform its obligations under this Agreement;
 - e) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement; and
 - f) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate



action.

6. Indemnification. City and TCP each agrees to indemnify and hold harmless the other party from and against any and all claims, damages, liabilities, settlements, attorneys' fees and expenses ("Costs"), as incurred, on account of any breach of this Agreement by, or the gross negligence or willful misconduct of City or TCP, as applicable, and its respective agents, employees, contractors and representatives. City further agrees to indemnify and hold harmless TCP from and against any and all Costs arising from injuries to persons on the Property and damage to the Property, including the Premises; provided such injuries or damage is not attributed to TCP's gross negligence or willful misconduct. For the avoidance of doubt, provided TCP has not engaged in gross negligence or willful misconduct, (i) TCP shall have no responsibility to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this Agreement and (ii) TCP shall have no responsibility for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Agreement, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.
7. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, TCP'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL COST OF THE WORK. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT LIABILITY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF ITS CONFIDENTIALITY OR ITS INDEMNIFICATION OBLIGATIONS.
8. Relationship of the Parties. The relationship between City and TCP as established by this Agreement, is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other party, or (ii) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party nor its agents or employees is the representative of the other party for any purpose except as expressly set forth in this Agreement, and has no power or authority as agent, employee or in any other capacity to represent, act for, bind, or otherwise create or assume an obligation on behalf of the other party for any purpose whatsoever.
9. Notices. All notices and other communications required or permitted to be given to a party pursuant to this Agreement shall be in writing, and shall be deemed duly given (i) on the date delivered if personally delivered or sent via electronic mail, (ii) on the date sent by telecopier with automatic confirmation by the transmitting machine showing the proper number of pages were transmitted without error, (iii) on the business day after being sent by Federal Express or another recognized overnight courier service which utilizes a written form of receipt for next day or next business day delivery, or (iv) five (5) business days after mailing, if mailed by United States postage-prepaid certified or registered mail, return receipt requested, in each case addressed to the applicable party at the address set forth on the first page of this Agreement; provided that a party hereto may change its address for receiving notice by the proper giving of notice hereunder.
10. Miscellaneous. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, negotiations, representations and understandings between the parties with respect to such subject matter. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, and any and all disputes arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of laws provisions thereof. Each of the parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in New Jersey for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts. This Agreement may be executed in any number of counterparts, in printed or electronic form, each of which shall be deemed an original, but together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

The Children's Place Services
Company LLC

City of Pharr – Pharr Memorial Library

By. _____
Its: _____

By. _____
Its: _____

Date: _____, 2022

Date: _____, 2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Melanie Cano, O.S.E. Director

DEPARTMENT: OSE

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, authorizing City Manager to execute a contract agreement between the City of Pharr and Clearpoint out of Arlington, VA for Performance Management Software through GSA Contract# 511210-300 in an amount not to exceed \$50,000.

Classification: Regular

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

Issue: The specialized performance management software enables the City to effectively track progress related to its Strategic Plan, objectives, and goals. The software provides city departments with a means to set goals and targets, track progress, evaluate citywide performance, and communicate results and information to the community.

Project#2122-01-523-IPQ074-003. GSA 511210-300

Fiscal Consideration: The agreement is for one year. However, Clearpoint has honored a 3 year extension off the original proposal after the initial year, should the City decide to extend it.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Melanie Cano

Created/Initiated - 7/27/2022

Melanie Cano

Approved - 7/27/2022

Ignacio Amezcua

Approved - 7/27/2022

Jose Pena

Approved - 7/27/2022

Patricia Rigney

Approved - 7/28/2022

Karla Saavedra

Approved - 7/28/2022

Anali Alanis

Approved - 7/29/2022

City Management Office

Final Approval - 7/29/2022

Proposal

for City of Pharr, TX

Prepared for

Melanie Cano
City of Pharr, TX

Prepared by

Matt Pennypacker
ClearPoint Strategy



Table of Contents

A Customized Solution

The ClearPoint Difference

Trusted and Proven

Pricing Overview

Features & Plans

Safe and Secure

Sign Here to Subscribe



A Customized Solution

Melanie,

Thank you for your time and for considering ClearPoint! I have enjoyed learning about City of Pharr, TX & your requirements for this project and am confident that we have the best solution for your needs.

Before diving into pricing, here is a brief summary of the project goals we discussed:

- Automating your reporting process to cut down on manual work and rework
- Simplifying data collection from both people and systems
- Unlocking data that exist in silos across the organization
- Aligning your projects, goals, and metrics
- Saving time & increase productivity
- Getting to a "single version of the truth" for all management reports
- Showing clear alignment between projects & strategy
- Building reports that show insights, not just data
- Creating tailored reports based on audience from the same data source

Thanks!

Matt

The ClearPoint Difference



ClearPoint Strategy helps leading organizations around the world automate up to 70% of their manual their strategy reporting process. Only ClearPoint integrates and automates on-premise, SaaS, and manual reporting to save you time and money.

With ClearPoint, organizations can automate their reporting process and eliminate the need for manual data collection and formatting reports. The easy to use interface makes creating dashboards, reports, scorecards and more easy for any end user, regardless of their technical expertise.

Combined with an Award-Winning Customer Success team that is expert in both performance management and technology, you have a partner in ClearPoint Strategy that will help you drive breakthrough results.

Trusted and Proven

Hundreds of companies from around the world choose ClearPoint to power their management reporting. We pride ourselves on building a great product that is backed up by a award-winning Customer Success team.

Award-Winning Strategy Execution and Reporting Software



Winning awards from Mid-Market to Enterprise, and Implementation through Support, ClearPoint continues to dominate the Strategy Execution category of G2.

These awards are entirely based on customer feedback and experience.

Service and Support That Go Above and Beyond

Your process is always changing and improving, and our partnership will too. ClearPoint will support you every step of the way.



Pricing Overview

The pricing below is for a 12 month ClearPoint subscription, starting on July 30th, 2022. Access to ClearPoint will begin on the day of contract execution. This pricing is valid until Aug 27, 2022. Prices are in US dollars. The pricing below is for the first 12 months of the annual recurring subscription fees plus any one time costs.

Name	Price	Qty	Discount	Subtotal
Enterprise Package All Professional Plan features plus additional calculation and evaluation fields, ability to make bulk changes, access to our API and other advanced features. Includes 25 users, unlimited view only users, 3 Premium support named contacts, and allows purchase of Update-Only users. GSA 511210-300	\$22,579.35	1	\$0.00	\$22,579.35
Setup and Configuration Support in putting information into ClearPoint, creating reports and layouts and generally helping out with the management of ClearPoint. Priced per day. GSA 54151S	\$179.47	27	\$0.00	\$4,845.69
WordPress Dashboard Initial setup for a public-facing WordPress dashboard. GSA 54151S	\$179.47	75	\$0.00	\$13,460.25
Dashboard Hosting Annual fee for hosting a public facing dashboard. GSA 511210-400	\$906.80	1	\$0.00	\$906.80
ClearPoint - Dashboard Support Credit for 16 hours of ClearPoint professional services to maintain a public facing dashboard. Credit must be used within 12 months. GSA 54151S	\$179.47	15	\$0.00	\$2,692.05
Total				\$44,484.14

Breakdown of Costs:

Year 1 - \$44,484.14 (this includes the public facing dashboard setup and ClearPoint account setup – one-time fees)

Features & Plans

Overview	Description
Basic Plan	For departments or smaller organizations that are just getting started with strategy reporting, the Basic Plan includes the fundamentals get your team working together to track your goals, KPIs, and projects. Includes unlimited dashboards, metrics, and reports, and 5 users.
Professional Plan	For divisions or mid-size organizations that want to automate their strategy reporting process, the Professional Plan includes automation features to help organization save up to 70% of the time they spend reporting. Includes everything in Basic, plus scheduled tasks, advanced calculations, integrations, and advanced branding options.
Enterprise Plan	The Enterprise Plan is designed for larger organizations or those with complex reporting and management needs. Includes everything in the Pro Plan, plus advanced project evaluation, bulk account changes, scripting, and API access for complex on-premise and cloud based integrations. Also support SAML SSO and integrated Office 365 / Google authentication.

For more information on ClearPoint features by package, please visit our [Pricing Page](#).

Safe and Secure

Your security is a top priority at ClearPoint. Your business documents contain information that only you and your employees need to see, and we intend to keep it that way. Every day we ensure that our security is parallel with industry standards and compliance.



Amazon Web Services

ClearPoint was designed from the ground up to ensure the safety and security of your important data. Our servers live in secure Amazon Web Services (AWS) locations in Virginia and Oregon, allowing both redundancy and failover capability from both coasts. The ClearPoint network at AWS is not interconnected with the company network, and all admin access is over a two-factor VPN.

Proactive Monitoring & Testing

Our servers are monitored for any emerging security threats nightly, and scanned monthly for all known threats. In addition, we perform a third-party penetration test twice annually to ensure there are no surfaces for attack or data leakage. We also have automated monitoring and alerting of our security against the AWS Foundations Benchmark and the AWS Security Best Practice benchmarks.



Sign Here to Subscribe

By signing below, I hereby acknowledge I am authorized to enter into this contract and that I have read this Proposal and understand and agree to the terms and conditions of the ClearPoint End User License agreement.

Customer Primary Contact

Melanie Cano
956402-4000
melanie.cano@pharr-tx.gov

Customer Billing Contact

Accepted By (Customer)

Accepted Date

Subscription Terms

The Recurring and One-time fees will be invoiced upon signing this agreement with a Net 30 payment. The one-time fees will be held as a credit that will be drawn down over the first 6 months of this agreement when used.

The Initial Term of this Agreement is 12 months.

Thereafter, this Agreement will automatically renew for successive periods of 12 months. Renewal costs may escalate up to 5%. If you cancel ninety (90) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth.

ClearPoint reserves the right to charge Late Fees on any outstanding payments of 30 days or more. Late fees will be the lesser of (1) 1.5% per month or (2) the maximum allowed by law.

Payment Instructions

By Check

ClearPoint Strategy
75 Arlington Street, 5th Floor
Boston, MA 02116

EFT/ACH Instructions

Bank Name: First Horizon Bank
SWIFT Code: FTBMUS44
ABA/RTN: 084000026
Account Number: 20002188570

Credit Card

Payment by credit card available with a 5% convenience fee

ClearPoint Master Subscription Agreement

CLEARPOINT STRATEGY (CLEARPOINT OR SERVICE) TERMS OF USE:

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE LOGIN PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF ASCENDANT STRATEGY MANAGEMENT GROUP LLC'S (ASCENDANT'S) ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

Welcome

As part of the Service, Ascendant will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Ascendant website incorporated by reference herein, including but not limited to Ascendant's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure

Ascendant's privacy and security policies may be viewed at <http://www.ascendantsmg.com>. Ascendant reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Ascendant occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If you become a paying customer of the Service, you agree that Ascendant can disclose the fact that you are a paying customer and the edition of the Service that you are using.

2. License Grant & Restrictions

Ascendant hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Ascendant and its licensors.

You may not access the Service if you are a direct competitor of Ascendant, except with Ascendant's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former

Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Ascendant immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Ascendant immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Ascendant user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Ascendant does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Ascendant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Ascendant shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Ascendant reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Ascendant shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

Ascendant alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Ascendant Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Ascendant Technology or the Intellectual Property Rights owned by Ascendant. The Ascendant name, the Ascendant logo, and the product names associated with the Service are trademarks of Ascendant or third parties, and no right or license is granted to use them.

6. -Intentionally left blank --

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total User licenses requested times the User license fee currently in effect. Payments must be made annually in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Center. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide Ascendant with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month

8. Billing and Renewal

Ascendant (or its authorized Reseller, where applicable) charges and collects in advance for use of the Service. Ascendant (or its authorized Reseller) will automatically renew and bill your credit card or issue an invoice to you each year on the subsequent anniversary or as otherwise mutually agreed upon. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless Ascendant (or its authorized Reseller) has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Ascendant's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Ascendant's income.

You agree to provide Ascendant (or its authorized Reseller) with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Ascendant (or its authorized Reseller) reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

In addition to any other rights granted to Ascendant herein, Ascendant (or its authorized Reseller, where applicable) reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or Ascendant (or its authorized Reseller) initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Ascendant (or its authorized Reseller) may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

Ascendant (or its authorized Reseller) reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that

Ascendant has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

10. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. For all editions, the Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) at Ascendant's then current fees. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Ascendant will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Ascendant has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

11. Termination for Cause

Any breach of your payment obligations or unauthorized use of CLEARPOINT or Service will be deemed a material breach of this Agreement. Ascendant, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Ascendant may terminate a free account at any time in its sole discretion. You agree and acknowledge that Ascendant has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Ascendant represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Ascendant help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

13. Mutual Indemnification

To the extent allowed by law, You shall indemnify and hold Ascendant, its licensors, its authorized Resellers, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Ascendant (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Ascendant of all liability and such settlement does not affect

Ascendant's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Ascendant shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Ascendant of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Ascendant; provided that you (a) promptly give written notice of the claim to Ascendant; (b) give Ascendant sole control of the defense and settlement of the claim (provided that Ascendant may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Ascendant all available information and assistance; and (d) have not compromised or settled such claim. Ascendant shall have no indemnification obligation, and you shall indemnify, to the extent allowed by law, Ascendant pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

14. Disclaimer of Warranties

ASCENDANT AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. ASCENDANT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ASCENDANT AND ITS LICENSORS.

15. Internet Delays

ASCENDANT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ASCENDANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO

ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws and Export Control

This site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Ascendant and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

19. Notice

Ascendant may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Ascendant's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Ascendant's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Ascendant (such notice shall be deemed given when received by Ascendant) at any time by any of the

following: letter sent by confirmed facsimile to Ascendant at the following fax number: (617) 848-2941; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Ascendant at the following addresses: Ascendant Strategy Management Group, 75 Arlington Street, 5th Floor, Boston, MA 02116, addressed to the attention of: Chief Financial Officer.

20. Modification to Terms

Ascendant reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Ascendant but may be assigned without your consent by Ascendant to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Ascendant directly or indirectly owning or controlling 50% or more of you shall entitle Ascendant to terminate this Agreement for cause immediately upon written notice.

22. General

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Hidalgo County, TX. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Ascendant as a result of this agreement or use of the Service. The failure of Ascendant to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ascendant in writing. This Agreement, together with any applicable Order Form, comprises the entire agreement between you and Ascendant and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Center, and any materials available on the Ascendant website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Ascendant from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the contract

term, beginning on the contract start date and ending on the contract end date, specified on the applicable Order Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online Order Center" means Ascendant's online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "Ascendant" means collectively Ascendant Strategy Management Group, LLC, a Massachusetts corporation, having its principal place of business at 75 Arlington Street, 5th Floor, Boston, MA 02116. "Ascendant Technology" means all of Ascendant's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Ascendant in providing the Service; "Service(s)" means the specific edition of Ascendant's online customer relationship management, billing, data analysis, or other corporate ERP services identified during the ordering process, developed, operated, and maintained by Ascendant, accessible via <http://www.AscendantSMG.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Ascendant, to which you are being granted access under this Agreement, including the Ascendant Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Ascendant at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@ascendantsmg.com.

REQUEST FOR AVAILABILITY OF FUNDS

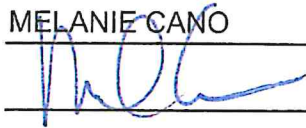
CONSTRUCTION ☐ PURCHASE ☐

PURCHASE & INSTALLATION ☐

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☒ SUPPLY ☐

TYPE/PRINT NAME: MELANIE CANO

SIGNATURE: 

TITLE: DIRECTOR

DEPARTMENT: Organizational & Strategic Excellence

DATE: 07/20/2022

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

The performance management software is necessary to automate the reporting process and eliminate the need for manual data collection and formatting reports. The software will also assist the city to create dashboards, reports, scorecards to focus on transparency efforts.

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)): n/a

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)): n/a

ACCOUNT NUMBER/PROJECT ID: #2122-01523-1PQ074003 ESTIMATED COST: \$45,000

ACCOUNT NUMBER/PROJECT ID: ESTIMATED COST:

BUDGET INFORMATION:

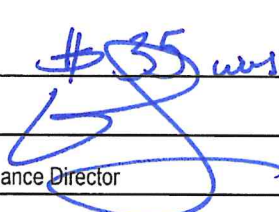
BUDGETED ☒ NOT BUDGETED ☐

FUND NAME: Non-Capital Equipment

ACCOUNT NUMBER(S): 01-52300-2220-000

INCLUDE PROJ.ID(S):

AMOUNT: \$ 50,000.00

FINANCE SIGNATURE: 

TITLE: Karla Saavedra, Finance Director

DATE: 7/20/2022

Done, amount in budget \$50,000.

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: July 28, 2022

MEETING DATE: August 1, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an agreement with PM AM Corporation for alarm program administration services.

Classification: Regular

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

Issue: Provide management and services for the City of Pharr false alarm management program to include collection services.

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
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 7/28/2022
Approved - 7/28/2022
Approved - 7/29/2022
Final Approval - 7/29/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: July 28, 2022

MEETING DATE: August 1, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into an Interlocal Cooperation Contract with the University of Texas Rio Grande Valley (UTRGV) for the use of the Pharr Natatorium.

Classification: Regular

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

Issue: Negotiate and enter into an Interlocal Cooperation Contract.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: Section 551.072

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 7/28/2022
Approved - 7/28/2022
Approved - 7/28/2022
Final Approval - 7/29/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: July 28, 2022

MEETING DATE: August 1, 2022

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with TEDSI Infrastructure Group Inc. for Construction Support Services for the Construction of the Second BSIF Exit & Northbound Lane Expansion Project.

Classification: Regular

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

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for the Development Plan with TEDSI Infrastructure Group Inc. for Professional Engineering Services for the Second BSIF Exit from the Pharr International Bridge Port of Entry (POE) to the Border Safety Inspection Facility (BSIF). The amendment will include the review of construction submittals from here-on to the completion of the project. (Project #1718-01-528-0033)

Fiscal Consideration:

Original Contract Amount:	\$ 34,370.00
Amendment #1:	\$617,776.00
Amendment #2:	\$158,605.00
Amendment #3:	\$ 19,921.00
Amendment #4:	\$ 30,000.00
Amendment #5:	\$ 15,487.50
Total Contract Amount:	\$876,159.50

Staff Recommendation: Staff recommends approval of Amendment No. 5 to the contract with TEDSI Infrastructure Group Inc. for Construction Support Services for the Development of Plan for the Second BSIF Exit from the Pharr International Bridge Port of Entry (POE) to the Border Safety Inspection Facility (BSIF) Project in the amount of \$15,487.50

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 7/28/2022
Approved - 7/28/2022
Approved - 7/28/2022
Approved - 7/28/2022
Final Approval - 7/29/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 5

The Contract between **TEDSI Infrastructure Group, Inc.**, and the **City of Pharr** which was executed by the parties on **April 07, 2016** for the design of the **Development of Plan for Second Exit from Pharr International Bridge Port of Entry (POE) to Border Safety Inspection Facility (BSIF)** is hereby amended by mutual agreement as follows:

A. Modification to Section 1 – Scope of Work – Additional Scope of Work as follows:

The ENGINEER shall provide the following engineer services required for the construction phase for the Pharr Land Port of Entry project. The ENGINEER shall maintain a direct line of communication and coordinate very closely with City of Pharr throughout the project.

CONSTRUCTION SUPPORT SERVICES

- 1) Review and approval of a maximum of thirty (30) project construction submittals.

ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT

- 1) No onsite construction observation or meetings.
- 2) Services not identified above.

B. Modification to Section 5 – Professional Service Fee – Increase to Fee as outlined in Amendment No. 5 – Exhibit A “Fee Summary”

This amendment adds **\$15,487.50** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 860,672.00 to **\$ 876,159.50.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 5

**TEDSI Infrastructure Group, Inc..
1201 East Expressway 83
Mission, TX 78572**

ENGINEERING FIRM

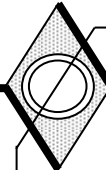
By: _____

(ENGINEER)

SIGNED on this the _____ day of _____, 20 _____.

Andy Harvey
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 _____.



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Interstate Hwy. 2 ♦ Mission, Texas 78572

July 28, 2022

Mr. Ruben Alfaro, P.E.
City Engineer
City of Pharr/Engineering
118 S. Cage Blvd.
Pharr, Texas 78577

Reference: Proposal for Additional Construction Administration Services Pharr DAP FY15 2nd BSIF Exit & Northbound Lane Expansion Project, Pharr, TX

Dear Mr. Alfaro:

TEDSI Infrastructure Group Inc (TEDSI) is pleased to submit the following proposal for Additional Construction Administration Services for the above referenced project complete an estimated 30 submittals in the amount not to exceed \$15,487.50 for the completion of the project.

Should you have any questions or concerns, please feel free to contact me via email at Ponciano.longoria@tedsi.com or via phone at 956-424-7898.

Sincerely,
TEDSI INFRASTRUCTURE GROUP, INC.



Ponciano N. Longoria, P.E., CFM
Project Manager



July 28, 2022
P32928.006

TEDSI Infrastructure Group, Inc.
Attn: Ponciano Longoria
1201 E. Interstate Highway 2
Mission, Texas 78572

RE: **Revised** Proposal for Additional Construction Administration Services for the Pharr DAP FY15
2nd BSIF Exit & Northbound Lane Expansion Project, Pharr, Texas.

Dear Mr. Longoria:

Halff Associates is pleased to submit this proposal to provide Additional Construction Administration Services for the 2nd BSIF Exit & Northbound Lane Expansion Project. Our scope of work was developed by visiting with City staff and a fee was developed using an estimate of hours that would be needed to complete the limited construction services on a monthly basis. Our services will be billed monthly according to the actual hours performed on the project during the billing period. The total billed amount for additional construction administration services for the project shall not exceed an amount of \$15,487.50 without written approval from you. Time will be billed at hourly rates listed on original contract and submitted on a monthly basis.

Construction Administration Services

The scope of work includes review of contractor's submittals review. This amount will cover 30 submittals.

Halff Associates, Inc.											
Fee Schedule											
Pharr DAP FY15 - 2nd BSIF Exit and Northbound Lane Expansion Project											
	Project Manager	PE	EIT	Designer	Construct Admin	CAD Tech	Clerical	2-Man Survey Crew	Sub-Consultant	TOTAL (HOURS)	TOTAL (\$)
Rate:	\$265	\$215	\$175	\$125	\$125	\$95	\$80	\$210			
RFI and Submittal Review											
Per RFI and Submittal	0.25	0.5	1.5				1			3.25	\$516.25
RFI and Submittal Review Sub-Total (Hours)	0.25	0.5	1.5	0	0	0	1	0	0	3.25	
RFI and Submittal Review Sub-Total (\$)	\$66	\$108	\$263	\$0	\$0	\$0	\$80	\$0	\$0		\$516.25
NUMBER OF RFI'S AND SUBMITTALS											30
TOTAL (HOURLY NOT TO EXCEED)											\$15,487.50

Direct costs include printing and reproduction, postage, messenger service, and travel, and will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred and is in addition to the service fees quoted above. Estimated reimbursable expenses shall not exceed \$500.00 and will not be exceeded without your approval.

We appreciate the opportunity to be of service to TEDSI. If this proposal meets your approval, please sign and date the spaces provided below and return a copy to me. This will serve as the notice to proceed and approval of the budget. Please feel free to call me if you have any questions.

Sincerely,

HALFF ASSOCIATES, INC.

5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM



HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Raul Garcia, Jr.", is positioned above the printed name.

Raul Garcia, Jr., PE, CFM
Senior Project Manager

TEDSI

By: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 5 for an additional 866 calendar days to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application.

Classification: Regular

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

Issue: Amendment Number 5 to the Professional Engineering Services Agreement with SEA for the Pharr-Reynosa Bridge Expansion Presidential Permit Application, more commonly known as the Twin Span Bridge, is for an additional 866 calendar days to the agreement. Even though additional scope was added in the previous amendments, additional time was not included for any of them.

Additional time is being requested here for Amendment Number 1 which significantly extended the services to be provided to include PS&E preparation, final permitting, bid phase and construction phase services. The time that corresponds with these services is 866 calendar days.

Below is a summary of the contract time:

Notice to Proceed (NTP): March 02, 2020

Original Time: 894 calendar days

Original Completion Date: August 14, 2022

Amendment #1: 866 calendar days

Revised Completion Date: December 27, 2024

Fiscal Consideration: The agreement amount will remain unchanged at \$5,952,195.67.

Staff Recommendation: Staff recommends approval.

Alternatives: No alternative. The original time will come to an end on August 14, 2022, and the additional time is warranted based on the scope extensions made in Amendment Number 1.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Created/Initiated - 7/27/2022

Ruben Alfaro

Approved - 7/27/2022

Ignacio Amezcua

Approved - 7/27/2022

Patricia Rigney

Approved - 7/28/2022

City Management Office

Final Approval - 7/29/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 5

The Contract between **Structural Engineering Associates, Inc.** and the **City of Pharr** which was executed by the parties on **October 24, 2018** for the **Pharr-Reynosa Bridge Expansion Presidential Permit Application**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – No change.
- B. Modification to Section 4 – Termination – Add **866** calendar days to the contract time. Total contract time is changed from 894 calendar days to **1,760** calendar days. See Exhibit A.
- C. Modification to Section 5 – Professional Service Fee – No change.

This amendment adds **\$0.00** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 5,952,195.67 to **\$ 5,952,195.67.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 5

**Structural Engineering Associates, Inc.
3838 N.W. Loop 410
San Antonio, TX 78229**

ENGINEERING FIRM

By: _____
Signature

David T. Covarrubias, PE
ENGINEER

SIGNED on this the _____ day of _____, 20 _____.

Andy Harvey
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 _____.

EXHIBIT A



**STRUCTURAL ENGINEERING
ASSOCIATES, INC.**
CONSULTING ENGINEERS

3838 N.W. LOOP 410
SAN ANTONIO, TX 78229

E-mail:
sea@seatx.com

(210) 735-9202
FAX (210) 735-2074

TBPE FIRM REGISTRATION No. F-199

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
MARTIN R. COVARRUBIAS, P.E.
FARREN S. BASSE, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
MELVIN K. LARA, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.
SAMIN DEHKHARGHANIAN, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
DAVID A. ROCHA, P.E.
ALLEN G. SHIAU, P.E.
SAM O. PALOMERO, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.
JAIME OZUNA JR., P.E.

July 8, 2022

Ms. Maria Rangel, P.E.
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services – Request for Additional Contract Time

Dear Ms. Rangel,

As you are aware SEA has been awarded four previous amendments to our professional services contract. Amendment #1 extended the project from the original scope of services covering only the permitting, preliminary design, and NEPA clearance activities. Amendment #1 extended the services to be provided to include PS&E preparation, final permitting, bid phase and construction phase services.

Our original Notice to Proceed is dated March 2, 2020 and 894 calendar days were included. Based upon the Amendment # 1 extension of services through the completion of the construction phase, **we hereby request an additional 866 calendar days be added to our contract.**

This calculation is based upon the NTP date of 03-02-2020 and the complete project date of 12-27-2024 as reflected in last approved project schedule dated 05-09-2022, which is a total elapsed time of 1760 calendar days, less the original 894 calendar days.

As always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,

Sidney A. Mielke, P.E.
Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA
Alani Alanis, Assistant City Manager
Luis Bazan, Bridge Director

RE: PIB EXPANSION PROJECT - CSJ#0921-02-479 - SEA REQUEST FOR ADDITIONAL CONTRACT TIME

Sidney Mielke <smielke@seatx.com>

Mon 7/11/2022 9:49 AM

To: Maria Rangel <maria.rangel@pharr-tx.gov>; Anali Alanis <anali.alanis@pharr-tx.gov>; Luis Bazan <luis.bazan@pharr-tx.gov>

Cc: David T Covarrubias <dcovarrubias@seatx.com>

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Maria,

Per our calculations the original contract time should expire on or around August 14, 2022, or next month. We apologize for letting this issue slip toward the end of the original time period. We needed to make sure that we were on record with the request for additional time before it runs out. I guess we will see how things transpire over the coming weeks.

Thanks,

Sidney "Sid" A. Mielke, P.E. | Senior Project Manager



Texas Registered Engineering Firm F-199

3838 NW Loop 410, San Antonio, TX 78229

P: (210)735-9202

C (210)861-3126

E: smielke@seatx.com

From: Maria Rangel <maria.rangel@pharr-tx.gov>

Sent: Friday, July 8, 2022 7:34 AM

To: Sidney Mielke <smielke@seatx.com>; Anali Alanis <anali.alanis@pharr-tx.gov>; Luis Bazan <luis.bazan@pharr-tx.gov>

Cc: David T Covarrubias <dcovarrubias@seatx.com>

Subject: RE: PIB EXPANSION PROJECT - CSJ#0921-02-479 - SEA REQUEST FOR ADDITIONAL CONTRACT TIME

Hi Mr. Mielke, good morning.

I don't see a problem with adding the days.

We will formalize in the next amendment. If there are no more amendments, we will formalize by letter response to SEA.

From: Sidney Mielke <smielke@seatx.com>

Sent: Thursday, July 7, 2022 8:34 PM

To: Maria Rangel <maria.rangel@pharr-tx.gov>; Anali Alanis <anali.alanis@pharr-tx.gov>; Luis Bazan <luis.bazan@pharr-tx.gov>

Cc: David T Covarrubias <dcovarrubias@seatx.com>

Subject: PIB EXPANSION PROJECT - CSJ#0921-02-479 - SEA REQUEST FOR ADDITIONAL CONTRACT TIME

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Maria,

When we submitted our amendment #1 request, we failed to request additional contract time that would correspond with the greatly extended performance time for the extended scope of services. Find attached our letter requesting that 866 calendar days be added to our contract for professional services. We would appreciate the prompt consideration of this request.

Thanks,

Sidney "Sid" A. Mielke, P.E. | Senior Project Manager



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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: July 27, 2022

MEETING DATE: August 1, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment Number 4 in the amount of \$85,000 with Halff Associates, Inc. for the Dontations Acceptance Program (DAP) Fiscal Year 2016.

Classification: Regular

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

Issue: Amendment Number 4 to the Professional Engineering Services Agreement with Halff for the DAP FY 16 is to cover redesign of the air-conditioning equipment that is also affecting the design of the roofing system and the mechanical room. The ripple effect is requiring the services of architectural, electrical, mechanical and structural engineering staff.

The reason the air-conditioning equipment needs to be redesigned is due to the facts that (1) the air conditioning manufacturer no longer manufactures the equipment specified in the construction documents, and (2) the Environmental Protection Agency (EPA) has adopted a standard that requires air conditioning systems to use a new refrigerant making air conditioning units of a considerable larger size.

Fiscal Consideration:

Original Contract: \$62,000

Amendment No. 1: \$1,705,800

Amendment No. 2: \$132,000

Amendment No. 3: \$59,000

Amendment No. 4: \$85,000

Total: \$2,043,800

Staff Recommendation: Staff recommends approval of Amendment Number 4 in the amount of \$85,000 with Halff for DAP FY 16.

Alternatives: No alternative. The redesign is necessary due to reasons outside of the City's control.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Created/Initiated - 7/27/2022

Ruben Alfaro

Approved - 7/27/2022

Patricia Rigney

Approved - 7/28/2022

Ignacio Amezcua

Approved - 7/28/2022

Karla Saavedra

Approved - 7/28/2022

City Management Office

Final Approval - 7/29/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 4

The Contract between **Halff Associates, Inc.**, and the **City of Pharr**, which was executed by the parties on **August 7, 2017** for the design of the **FY16 Donations Acceptance Program (DAP) - Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work for the Design Phase as outlined in Exhibit A
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee of \$85,000 as stated in Exhibit A
- C. Modification to Section 4 – Termination –The delivery date for all work under Amendment No. 4 is August 01, 2022, as stated in Exhibit A

This amendment adds **\$85,000** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 1,957,800.00 to **\$ 2,042,800.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 4

**Halff Associates, Inc.
5000 W Military Hwy #100,
McAllen, TX 78503**

ENGINEERING FIRM

By: _____

Robert L. Saenz, PE, CFM, PMP
Vice President
Halff Associates, Inc.
(ENGINEER)

SIGNED on this the _____ day of _____, 20 ____.

Andy Harvey
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

EXHIBIT A



July 15, 2022

Emailed: ed.wiley@pharr-tx.gov

P33135.005

City of Pharr International Bridge
9900 S. Cage Blvd.
Pharr, Texas 78572

Attn: Mr. Ed Wiley
Deputy City Manager

**Re: Proposal for Additional Professional Service for
FY 16 Import Dock and Ag. Lab Improvements Project
Pharr, Texas.**

Dear Mr. Wiley:

Halff Associates (Halff) is pleased to submit this proposal to provide additional professional services for the Pharr FY-16 Import Dock and Agricultural Lab Improvements Project to bring the mechanical and structural system into compliance with new standards. Halff provided a signed and sealed set of construction documents to the City of Pharr on April 17, 2109, that had been approved by the City of Pharr, the General Services Administration (GSA) and the U.S. Customs and Border Protection (CBP) sector of the Department of Homeland Security. Since then, the City of Pharr has constructed the improvements associated with the FY15 DAP project and worked to secure funding through the Texas Department of Transportation (TxDOT) for this FY 16 project.

During those 2 years that the project has been shelved, there have been several factors that have affected the construction documents that had been shelved. The first is that the air conditioning manufacturer no longer manufactures the equipment specified in the construction documents. Secondly, the Environmental Protection Agency (EPA) has adopted a standard the requires air conditioning systems to use a new refrigerant. These factors have caused a chain reaction of changes to the design that have affected the air conditioning system being specified and where it is to be housed. The redesign of the air-conditioning equipment has affected the design of the roofing system and the mechanical room. Effort associated with this change involves the services of architectural, electrical, mechanical and structural engineering staff. The design team is proposing a new air conditioning system that will be housed on the roof top instead of the mechanical room to maintain the approved footprint of the building. With the equipment no longer being in the mechanical room, the room will be redesigned to accommodate the electrical equipment, as well as a dedicated storage room. The additional strain of implementing these changes within a short period of time to achieve the schedule that the City has worked out with TxDOT will be a challenge, however is attainable.

A summary of the additional scope of work needed to produce a complete set of construction drawing that are compliant with current regulations and respect the original footprint of the project, is listed below.

1. Redesign the Dedicated Outside Air Systems (DOAS) Air Condition Units (AC) to comply with EPA mandate requiring refrigerant R-448a in current designs. The difference in refrigerant used will result in a larger unit being required, which will not be able to be accommodated in the footprint of the mechanical room.
2. Revise mechanical, electrical, structural and architectural drawings to reflect the new location of the AC unit and the new configuration of the ductwork and electrical power supply network to accommodate the operation of the AC unit on the roof.
3. Redesign the electrical system entrance to the building to accommodate the increase in energy required to operate the redesigned AC units.
4. Redesign the roofing system and structural skeleton of the building to accommodate the placement, operation and maintenance of the AC units on the roof.
5. Redesign of the structure to accommodate changes to the Windstorm requirements from 125 mph to 139.5 mph.
6. Redesign the electrical/mechanical room to repurpose a portion of it as a storage room.
7. Revise the associated technical specifications for the new equipment.
8. Develop final submittal package for approval and authorization to proceed to letting.

Update Construction Documents for TxDOT Letting

\$85,000 (Lump sum)

The delivery date for the complete set of construction drawings will be August 1st, 2022.

We appreciate the opportunity to be of service to the City of Pharr. If this proposal meets your approval, please sign and date in the spaces provided below, and return a copy to me. This will serve as the notice to proceed and approval of the budget. Please feel free to call me if you have any questions.

Respectfully,



Robert L. Saenz, PE, CFM, PMP, DBIA
Vice President

Approved by:
City of Pharr

By: _____

Date: _____