

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

A) Proclamation proclaiming November 2022 as Lung Cancer Awareness Month.

B) Proclamation proclaiming November 7, 2022 as Mayors' Monarch Pledge Day.

C) Proclamation proclaiming November 26, 2022 as Small Business Saturday.

3. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

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

A) Public hearing on development services cases

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

A) City Events of Interest.

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

A) Approval of Minutes for October 17, 2022 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on request from Mother Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe on Sunday, December 11, 2022 from 1:00 pm to 3:00 pm. **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance amending the Code of Ordinances Article V, Section 2-249 vital statistics records fees *(3rd and Final Reading)*. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

D) Consideration and action, if any, on Ordinance regarding Water Conservation and Drought Contingency Plan Stage 2 *(3rd and Final Reading)*. **This item supports QL - Quality of Life.** (PUBLIC UTILITIES)

E) Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, out of Lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. *(3rd and Final Reading)* **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

F) Consideration and action, if any, on amendment to the Interlocal Cooperation Agreement with the City for the consolidation of the assessment and collection of property taxes. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

G) Consideration and action, if any, ratifying agreement with Parks Coffee for the lease of coffee equipment at Park Bench Deli. **This item supports SE - Service Excellence.** (ADMINISTRATION)

H) Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Supply Contract for the Purchase of active wear for the Fire Department. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

I) Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Supply contract for the Purchase of Structural Firefighting Personal Protective Equipment for the Fire department. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

J) Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Supply Contract for the Purchase and Delivery of HMAC, Cold Mix, and Caliche. **This item supports IF - Infrastructure.** (PURCHASING)

K) Consideration and action, If any, authorizing City Manager to advertise for sealed bids on a Service contract for City Wide landscaping Services. **This item supports SE - Service Excellence.** (PURCHASING)

L) Consideration and action, if any, authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2022-2023. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts. (ENGINEERING)

B) Consideration and action, if any, on Resolution authorizing City of Pharr expenditures reimbursement itself from the proceeds of one or more tax-exempt financing for certain expenditures made and/or to be made in connection with the acquisition, construction and equipping of certain capital improvements. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of seven (7) Mobile Data Terminals for use by the Fire Department on front line fire apparatus from GTS Technology Solutions out of Austin, TX utilizing Texas Department of Information Resources (DIR) Cooperative Purchasing Contract in the amount of \$81,711.22. **This item supports SSC - Safe and Secure Community.** (FIRE)

B) Consideration and action if any, on the purchase of a City-Wide Pavement Assessment from H2O Partners from Austin, TX through HGACBuy contract No. HP08-21 in the amount of \$67,962.00. **This item supports IF - Infrastructure.** (ENGINEERING)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Service Agreement with the Deaf and Hard of Hearing Center for Sign Language interpreting services. **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing Pharr Police Department to enter into a State and Local HIDTA Task Force Agreement with the Drug Enforcement Agency. **This item supports SSC - Safe and Secure Community.** (POLICE)

C) Consideration and action, if any, authorizing City Manager to extend the Service Contract to generate chlorine dioxide, to purchase sodium chlorite, and to lease new equipment with EVOQUA Water Technologies out of Sarasota, FL. **This item supports IF - Infrastructure.** (PURCHASING)

D) Consideration and action, if any, authorizing City Manager to enter into agreement with Fleetcor Technologies Operating Company, LLC. - Fuelman from Atlanta, GA for Fuel Card Services utilizing Omnia Partners contract # R211101. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

E) Consideration and action, if any, authorizing the City Manager to enter into an Affiliation Agreement with Texas A&M Texas Engineering Extension Service (TEEX) for EMS students' clinical ride-outs. **This item supports SE - Service Excellence.** (EMERGENCY MEDICAL SERVICES)

F) Consideration and action, if any, authorizing City Manager to extend the Service Contract with INSULATION, LLC. from Mission, TX for the City Wide HVAC On-Call and Maintenance Services. **This item supports IF - Infrastructure.** (PURCHASING)

G) Consideration and action, if any, authorizing City Manager to enter into a contract agreement with a Retail Electric Provider (REP) for electric services. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

H) Consideration and action, if any, authorizing City Manager to award a proposal for Marketing Services for the TeamPharr.net project. **This item supports IF - Infrastructure. (PURCHASING)**

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

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

12. ADJOURNMENT:

AGENDA REGULAR MEETING
November 7, 2022

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.perez@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 4th day of November, 2022 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 4th day of November, 2022.


HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, lung cancer is the leading cause of cancer death among men and women in the United States and Texas, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

WHEREAS, according to the Centers for Disease Control, there were 67,805 new lung cancer cases and 44,905 lung cancer deaths between 2015 and 2019 in Texas alone; and

WHEREAS, the 5-year survival rate for localized lung cancer is 60%, yet only 24% of lung cancers are diagnosed at this stage; and

WHEREAS, screening for lung cancer high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the risk of death as demonstrated by other large randomized trials; and

WHEREAS, lung cancer in individuals who never smoked is the 7th leading cause of cancer-related deaths and accounts for 17,000-26,000 deaths in the US every year and 60-70% of individuals diagnosed with lung cancer who never smoked are women; and

WHEREAS, organizations working in Texas such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating individuals about the importance of screenings.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim November 2022 as:

“Lung Cancer Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of November 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



***WHEREAS**, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and*

***WHEREAS**, 20 years ago, more than one billion Eastern monarch butterflies migrated to Mexico, but when compared to today's numbers, the population has dropped by more than 80%; and*

***WHEREAS**, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Pharr has played a leadership role by dedicating a significant amount of park acreage to native fauna and flora; and*

***WHEREAS**, every citizen of the City of Pharr can make a difference for the monarch by planting native milkweed and other nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and*

***WHEREAS**, on behalf of the people of City of Pharr who have already joined me in creating health habitat for these magnificent butterflies, I am honored to continue to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and I encourage other city officials across our great nation to take a stand with me so that the monarch butterfly will once again flourish across the continent.*

***NOW THEREFORE**, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by the virtue of the authority vested in me and on behalf of the Commission do hereby proclaim November 7, 2022, as:*

"Mayors' Monarch Pledge Day"

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of November 2022.*

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Proclamation



WHEREAS, the government of Pharr, Texas, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, the city of Pharr, supports local businesses that create jobs, boost local economy, and preserve communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim November 26, 2022 as:

“Small Business Saturday”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of November 2022.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: November 7, 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 #: 5.A.

DATE SUBMITTED:

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: City Events of Interest.

Classification: Regular

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

Issue: City Events of Interest

Fiscal Consideration: N/A

Staff Recommendation: Announcement of City Events of Interest

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: October 27, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for October 17, 2022 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: Minutes for meeting on October 17, 2022

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 10/27/2022
Final Approval - 11/4/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, OCTOBER 17, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, October 17, 2022 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Ramiro Caballero

STAFF PRESENT: Anali Alanis, Interim City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Svcs. Director
Rodrigo Davila, Public Works Director
Melanie Cano, OSE Director
Oscar De Leon, Public Utilities Asst. Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs Dir.
Adolfo Garcia, Library Director
Rogelio Martinez, I.T. Asst. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, PS Communications

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

MINUTES: REGULAR CALLED MEETING
October 17, 2022

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

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan Villegas, Municipal Court Judge, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NOVEMBER 7-11, 2022 AS MUNICIPAL COURT WEEK

Comm. Carrillo read proclamation proclaiming November 7-11, 2022 as Municipal Court Week. Judge Juan Villegas and staff received the proclamation. Judge Villegas invited the community to visit the Municipal Court and thanked the Commission for the recognition.

B) PROCLAMATION PROCLAIMING OCTOBER 17-21, 2022 AS CHAMBER OF COMMERCE WEEK

Comm. Guajardo read proclamation proclaiming October 17-21, 2022 as Chamber of Commerce Week. Marcela Beas, President for the Greater Pharr Chamber of Commerce, Board members, and business owners received the proclamation. They thanked the Commission for the recognition and for their continued support.

ITEM 3. PUBLIC TESTIMONY

Pedro Garcia, Pharr Community Theater, spoke on agenda item 9.F. He briefly provided an update on their services and thanked the commission for their continued support.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Mayor Hernandez opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR OCTOBER 2022

MINUTES: REGULAR CALLED MEETING
October 17, 2022

Anali Alanis, Interim City Manager, stated the year-to-date true growth was 10.22% compared to last year and 14.97% compared to last October 2021. She further stated Karla Saavedra, Finance Director, was in the audience and questions could be entertained at this time.

B) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, reported on upcoming events. She stated Pharr Fire Department Prevention Week festivities would be held on Thursday, October 27 from 6:00 p.m. to 9:00 p.m. at Pharr Vanguard Academy Nature and Birding Center. Mrs. Alanis stated there would be activities with firefighters, fire safety messages, games, and special appearances by Sparky the fire dog and Axe and Blaze the firefighters.

Anali Alanis, Interim City Manager, further reported the City of Pharr Tail of Terror would take place on October 21 and 22, 2022 and on October 24-30, 2022 from 7:00 p.m. to 10:30 p.m. at the Pharr Vanguard Academy and Birding Center. She said this was a ticketed event and admission was free.

Anali Alanis, Interim City Manager, also reported the Pharr Police Department would be hosting a Trunk or Treat on October 31, 2022 from 6:00 p.m. to 8:00 p.m. and a Haunted House would be held inside the lobby.

Lastly, Anali Alanis, Interim City Manager, reported the Salute to Veterans Parade and Fireworks display would take place on Saturday, November 5, 2022 at 4:30 p.m. in downtown Pharr. She stated the parade would begin at 4:30 p.m. and fireworks at 8:00 p.m.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR OCTOBER 3, 2022 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2019-36 FEE SCHEDULE FOR BUILDING PERMITS, PLAN REVIEW AND LAND USE DEVELOPMENT (3RD & FINAL READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (BUILDING AND CODE COMPLIANCE)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING THE CODE OF ORDINANCES ARTICLE V, SECTION 2-249 VITAL STATISTICS RECORDS FEES (2ND READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)**

MINUTES: REGULAR CALLED MEETING

October 17, 2022

- D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE REGARDING WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN STAGE 2 (2ND READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC UTILITIES)**
- E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF APPROXIMATELY 13.12 ACRES OF LAND, MORE OR LESS, OUT OF LOT 249, KELLY PHARR SUBDIVISION, GENERALLY LOCATED ON THE SOUTH SIDE OF WEST JAVELINA DRIVE, APPROXIMATELY 0.40 MILES EAST OF SOUTH JACKSON ROAD, EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS. (2ND READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)**
- F) CONSIDERATION AND ACTION, IF ANY, ON STREET CLOSURE REQUEST FROM RICK'S QUICK STOP FOR THEIR ANNUAL CUSTOMER APPRECIATION DAY ON NOVEMBER 19, 2022 FROM 3:00 P.M. TO 6:00 P.M. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (ADMINISTRATION)**
- G) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM AMERICAN LEGION POST 101 FOR THE USAGE OF THE LARGE HALL AT THE JOSE "PEPE" SALINAS RECREATION CENTER FOR TWELVE (12) EVENTS DURING THE CALENDAR YEAR 2023. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PARKS)**
- H) Consideration and action, if any, on Development Services Cases:**
- 1. RUBEN PACHECO REPRESENTING ENCARLEN, LTD, OWNER, REQUESTED A CHANGE OF ZONE FROM GENERAL BUSINESS DISTRICT (C) TO TOWNHOUSE RESIDENTIAL DISTRICT (R-TH). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.22 ACRES MORE OR LESS, OUT OF LOT 8, BLOCK 9, A.J. MCCOLL SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 2500-2600 BLOCK OF SOUTH SALAMANCA STREET. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 2. RICH HERITAGE CONSTRUCTION INC. REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO RESIDENTIAL MULTI-FAMILY HIGH DENSITY DISTRICT (R-MFHD). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.28 ACRES, MORE OR LESS, OUT OF LOT 121, KELLY PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 1506 WEST HERITAGE DRIVE. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**
 - 3. ELBOW'S MAC AND CHEESE TEXAS, LLC., REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.067 ACRES, MORE OR LESS, OUT OF LOT A, MEDICAL RIDGE SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1401 SOUTH JACKSON ROAD, SUITES 3 & 4. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

MINUTES: REGULAR CALLED MEETING

October 17, 2022

4. TROPICAL SNACKS LLC., D/B/A TROPICAL ISLAND REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION IN A HEAVY COMMERCIAL DISTRICT (H-C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT B1, NORTHPOINT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1911 NORTH VETERANS BOULEVARD. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

5. I CAVAZOS MANAGEMENT, LLC., D/B/A TROPICAL ISLAND #2, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 2B, RE-SUBDIVISION OF LOTS 2 & 3, JACKSON RIDGE COURT SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1801 WEST RIDGE ROAD. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance Nos. O-2022-43, O-2022-44, and O-2022-45 are filed with the City Clerk's office.

At this time, Mayor Pro Tem Chavez, stated they would deviate from the agenda and go to closed session. There was no objection.

ITEM 11. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:21 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 4:54 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION, IF ANY, ON RESOLUTION AUTHORIZING THE CITY OF PHARR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT

OF TRANSPORTATION FOR CLOSURE OF STATE ROADWAYS FOR PUBLIC EVENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2022-38 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

- A) CONSIDERATION AND ACTION, IF ANY, ON THE PURCHASE OF PORTABLE RADIOS FOR THE FIRE DEPARTMENT FROM MOTOROLA SOLUTIONS UTILIZING HGAC CONTRACT RA05-21 IN THE AMOUNT OF \$60,363.65. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)**

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 1 TO THE INTERLOCAL AGREEMENT WITH THE CITY OF ALAMO, CITY OF SAN JUAN, AND PHARR-SAN JUAN-ALAMO (PSJA) INDEPENDENT SCHOOL DISTRICT FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT PHASE I. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Anali Alanis, Interim City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 6 IN THE AMOUNT OF \$39,124.25 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH STRUCTURAL ENGINEERING ASSOCIATES, INC. (SEA) FOR THE PHARR-REYNOSA BRIDGE EXPANSION PRESIDENTIAL PERMIT APPLICATION. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)**

Anali Alanis, Interim City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
October 17, 2022

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

- C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 1 IN THE AMOUNT OF \$37,288.96 FOR THE PURCHASE OF ONE CURRENT MODEL TRIPLE COMBINATION PUMPER FOR THE FIRE DEPARTMENT FROM SIDDONS MARTIN EMERGENCY GROUP, LLC, UTILIZING BUYBOARD CONTRACT NUMBER 651-21. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)**

Anali Alanis, Interim City Manager, introduced the item.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH DENALI WATER SOLUTIONS, LLC FROM RUSSELLVILLE, AR FOR SLUDGE MANAGEMENT SERVICES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)**

Anali Alanis, Interim City Manager, introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO RENEW THE SERVICE CONTRACT WITH THE SECURITY CENTER, INC. FROM DALLAS, TEXAS FOR THE PREVENTATIVE MAINTENANCE OF THE DRIVE-THRU LANES AT CITY HALL AND COMMUNICATIONS SUB-STATION. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)**

Anali Alanis, Interim City Manager, introduced the item.

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

- F) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF AGREEMENT BETWEEN CITY OF PHARR AND THE PHARR COMMUNITY THEATRE FY2022-2023 THIS ITEM SUPPORTS QL - QUALITY OF LIFE (LIBRARY)**

Anali Alanis, Interim City Manager, introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, RATIFYING RENEWAL OF LICENSE AGREEMENT BETWEEN CITY OF PHARR AND BERT OGDEN ARENA. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (ADMINISTRATION)

Anali Alanis, Interim City Manager, introduced the item.

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

H) CONSIDERATION AND ACTION, IF ANY, ON RENEWAL OF INTERLOCAL AGREEMENT BETWEEN THE PHARR POLICE DEPARTMENT AND SOUTH TEXAS AUTO THEFT TASK FORCE. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Anali Alanis, Interim City Manager, introduced the item.

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

I) CONSIDERATION AND ACTION, IF ANY, ON MEMORANDUM OF UNDERSTANDING BETWEEN HIDALGO POLICE DEPARTMENT AND PHARR POLICE DEPARTMENT OVER JURISDICTIONAL AND INTERAGENCY SUPPORT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Anali Alanis, Interim City Manager, introduced the item.

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

J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH KYOCERA DOCUMENT SOLUTIONS SOUTHWEST, LLC OUT OF IRVING, TX FOR LEASED MULTI-FUNCTION PRINTERS INCLUDING MAINTENANCE PLAN FOR CITY DEPARTMENTS UTILIZING OMNIA PARTNERS CO-OP CONTRACT NUMBER R191102. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)

Anali Alanis, Interim City Manager, introduced the item.

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

- K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALIX, INC FOR THE IMPLEMENTATION OF SUPPORT CLOUD OPERATIONS SOFTWARE FOR TEAMPHARR.NET. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)**

Anali Alanis, Interim City Manager, introduced the item.

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

- L) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD REQUEST FOR PROPOSAL (RFP) FOR EXTERNAL FINANCIAL AUDITOR SERVICES FOR FISCAL YEAR 2021-2022. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)**

Anali Alanis, Interim City Manager, introduced the item and stated staff recommended Burton McCumber & Longoria, LLP.

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

- M) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH NSURE HEALTHCARE SERVICES, INC., PATIENT DEMOGRAPHIC SOFTWARE. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (EMERGENCY MEDICAL SERVICES)**

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 10. LEGAL:

- A) CONSIDERATION AND POSSIBLE ACTION ON ITEMS DISCUSSED IN CLOSED SESSION RELATING TO THE PENDING LITIGATION CITY OF PHARR V. N. CAGE FOODS, LLC ET. AL., IN THE 92ND JUDICIAL DISTRICT COURT OF HIDALGO COUNTY, CAUSE NO. C-0078-21-A; AND XOTICAS RIO GRANDE VALLEY, L.P. V. CITY OF PHARR ET AL; IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS LAREDO DIVISION, CIVIL ACTION NO. 5:21-CV-00120 (LEGAL)**

Anali Alanis, Interim City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING

October 17, 2022

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

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:01 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 17th DAY OF OCTOBER 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 #: 6.B.

DATE SUBMITTED: October 21, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on request from Mother Cabrini Church for assistance during the Cabalgata a la Virgen De Guadalupe on Sunday, December 11, 2022 from 1:00 pm to 3:00 pm. **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: Mother Cabrini Church is hosting a Cabalgata (horse riding) a la Virgen de Guadalupe on Sunday, December 11, 2022, from 1:00 p.m. to 3:00 p.m. The starting location is 6409 S. Jackson Rd, in Pharr and the ending location is 8001 S. Cage Blvd., in Pharr (Parish grounds). The event is insured and will occupy only a portion of the street.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve.

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Hilda Pedraza
Juan Gonzalez
Patricia Rigney
City Management Office

Created/Initiated - 10/21/2022
Approved - 10/21/2022
Approved - 10/24/2022
Final Approval - 11/4/2022



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

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

Date of Event: Diciembre 11, 2022

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

NAME OF CONTACT PERSON: Nydia E. Cavazos

ORGANIZATION (IF APPLICABLE): Mother Cabrini Parish

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

PHONE NO.: 956-787-3554

CELLULAR PHONE: 956-460-6721

FAX NO.: 956-283-1354

E-MAIL: St-frances-Cabrini@cdob.org

PURPOSE AND DESCRIPTION OF EVENT:

Cabalgata a la Virgen De Guadalupe

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

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

Starting Location: 6909 S. Jackson Rd. Pharr Tx 78577

Ending Location: 8001 S. Cage Blvd. Pharr, Tx. 78577

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

Is the event insured? ☐ Yes ☐ No

If yes, Insurance Company Information _____ Contact #: _____

Applicant Signature: Nydia E. Cavazos

REC'D HP
CC _____

FOR CITY USE ONLY:

Date Received: _____

OCT 21 2022

City Commission: _____

APPROVED _____

DENIED _____

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

City Manager's signature

Date

Parroquia Madre Cabrini
En Pharr Tx.
Invita A La Segunda
**CABALGATA
GUADALUPANA**



DIA: DOMINGO 11 DE DICIEMBRE 2022

**LUGAR: 6409 S JACKSON Rd.
PHARR, TX.**

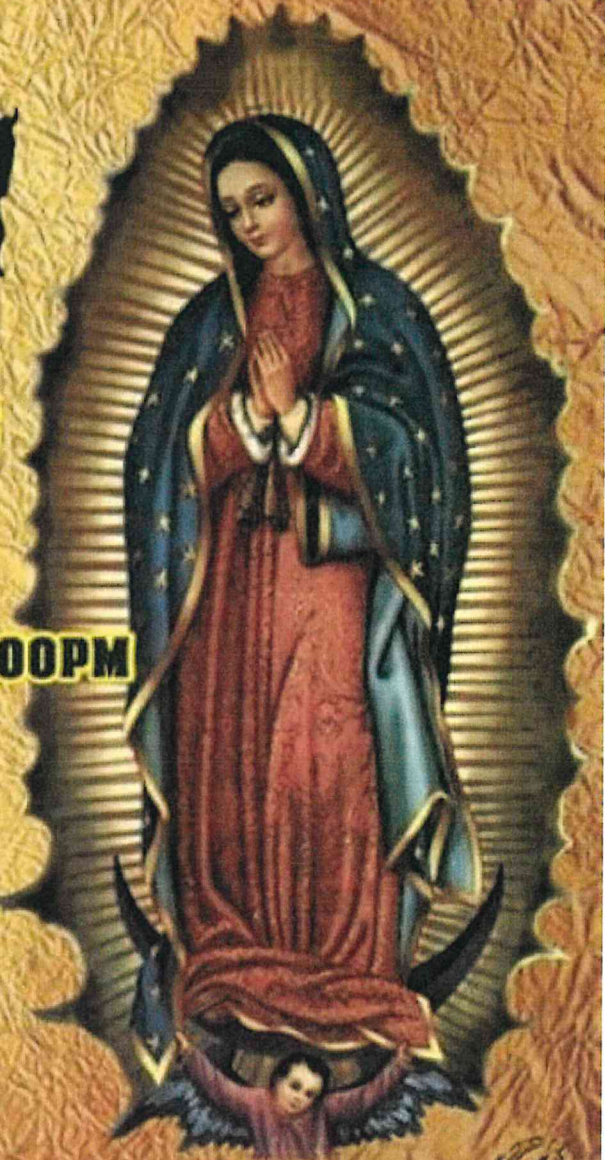
REUNION: 12:00 Y SALDREMOS A LA 1:00PM

A LA PARROQUIA MADRE CABRINI

MONTAR BAJO SU PROPIO RIESGO

HABRA REFRESCOS, CENA Y TRAILA

PARA LOS QUE NO MONTEN.



HA



Cabalgentes Los Amigos



RVD

Google Maps Pharr, Texas 78577 to Pharr, Texas 78577

Walk 3.5 miles, 1 hr 9 min



Use caution—walking directions may not always reflect real-world conditions



Explore



Trips



Saved



Contribute



More

Pharr
Texas 78577

- ↑ 1. Head west on W Thomas Dr toward Interno St/S Invierno St
- ↘ 2. Turn right onto S Jackson Rd
- ↘ 3. Turn right onto Juan Balli Rd
- ↘ 4. Turn right onto S Cage Blvd
- ← 5. Turn left

Pharr
Texas 78577



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: October 18, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending the Code of Ordinances Article V, Section 2-249 vital statistics records fees (*3rd and Final Reading*). **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: The office of the City Clerk is the official keeper of public records, and as Local Registrar, is the official keeper of the Vital Statistics records. This office assesses and collects fees for permits for birth and death records.

The office of the City Clerk will continue to implement the fee schedule as provided by the Texas Department of State Health Services (DSHS), Texas Administrative Code Title 25, Chapter 181 and increase the fee for each additional death certificate in a single request from \$3 to \$4 and begin incorporating a preservation fee of \$1 for every certified copy of birth and death record, and administrative fees for burial transit permits for regular business hours (\$5) and after regular business day hours, weekends, and holidays (\$10).

This is in compliance with the provision set forth by the Texas Department of State Health 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
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/18/2022
Approved - 11/2/2022
Approved - 11/2/2022
Final Approval - 11/4/2022

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES ARTICLE V, DIVISION 2, SEC. 2-249 COST OF COPIES FOR VITAL STATISTICS RECORDS, BY INCREASING THE FEE FOR EACH ADDITIONAL COPY OF DEATH CERTIFICATE IN A SINGLE REQUEST AND BY INCORPORATING A PRESERVATION FEE AND ADMINISTRATIVE FEES, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Office of the City Clerk is the official keeper of public records, and as Local Registrar is the official keeper of the City's vital statistics records; and

WHEREAS, the Office of the City Clerk assesses and collects fees for permits, public information, vital statistics, and administration; and

WHEREAS, the Office of the City Clerk will continue to implement the fee schedule as provided by the Texas Department of State Health, Texas Administrative Code Title 25, Chapter 181 and increase the fee for each additional death certificate in a single request from \$3.00 to \$4.00 and begin incorporating a preservation fee of \$1.00 for every certified copy of birth and death records and administrative fees for \$5.00 and \$10.00 for burial transit permits during regular business hours and after regular business day hours, weekends and holidays; and

WHEREAS, in compliance with the provisions set forth enacted by the Texas Department of State health, the Pharr Board of Commissioners is of the consensus that the Code of Ordinances be amended to implement the changes in the fee charges; and

WHEREAS, all existing and prior ordinances are hereby amended and reinstated to read as follows:

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

SECTION 1: RATES AND FEES.

VITAL STATISTICS RECORDS:

(a) Certified Copy of Birth Certificate	\$22.00
a. Preservation Fee	\$1.00
(b) First Certified Copy of Death Certificate	\$20.00
a. Each additional copy of death certificate in a single request	\$4.00
b. Preservation Fee	\$1.00
(c) Remote Certification Records	\$22.00
a. Record Fee	\$22.00
b. Preservation Fee	\$1.00

(d) Administrative Fees:

- a. Burial transit permits:
 - i. During regular business day hours \$5.00
 - ii. After regular business day hours, weekends, and holidays \$10.00
- b. Plastic cover fee \$2.00
- c. The fee for a search to verify the existence of a birth record (Pharr only) \$10.00

SECTION 2: REPEALING CLAUSE.

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

SECTION 3: 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 4: EFFECTIVE DATE; PUBLICATION.

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

SECTION 5: PROPER NOTICE AND MEETING.

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

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: November 3, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, on Ordinance regarding Water Conservation and Drought Contingency Plan Stage 2 (*3rd and Final Reading*). **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: Stage 2 Response: Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in even number (0,2,4,6, or 8) and Saturdays and Wednesdays for water customers with street ending in odd number (1,3,7, or 9) and only between 8:00 p.m. and 8:00 a.m.

Fiscal Consideration: N/A

Staff Recommendation: To begin our Water Conservation Plans

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ruben Rosales
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/3/2022
Approved - 11/3/2022
Approved - 11/3/2022
Approved - 11/3/2022
Final Approval - 11/4/2022

ORDINANCE No. O-2022-_____

AN ORDINANCE AMENDING ORDINANCE O-2019-26 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR CHAPTER 130, UTILITIES, ARTICLE IV, WATER, DIVISION 1. EMERGENCY CONSERVATION, SECTION 232, ADOPTING THE AMENDED WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN, ESTABLISHING CRITERIA FOR INITIATION AND TERMINATION OF WATER CONSERVATION AND DROUGHT RESPONSE STAGES; PROVIDING FOR WATER ALLOCATION DURING SHORTAGES; PROVIDING FOR PENALTY OF UP TO \$2,000.00; PROVIDING FOR PUBLICATION; PROVIDING PROCEDURES FOR GRANTING VARIANCES; FOR SEVERABILITY; ORDAINING OTHER PROVISION RELATED TO THE SUBJECT MATTER; DECLARING AN EMERGENCY AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE THEREOF

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

SECTION 1: City of Pharr, Texas Water Conservation and Drought Contingency Plan
Table of Contents

1.0 Introduction

- 1.1 Purpose
- 1.2 Location and Size of City
- 1.3 Population

2.0 Water Supply and Demand

- 2.1 Raw Water Supply
- 2.2 Description of Water Treatment, Storage, and Distribution Facilities
- 2.3 Water Demand
- 2.4 Water Rates and Revenues

3.0 Wastewater Facilities

- 3.1 Description of Wastewater Treatment Plant and Wastewater Collection System
- 3.2 Rates and Revenues

4.0 Water Conservation Goals

- 4.1 Water Conservation Goals
- 4.2 Water Conservation Programs
 - A. Public Education and Awareness
 - B. Plumbing Fixture Efficiency Standards
 - C. Plumbing Fixture Retrofit and Replacement
 - D. Water Rate Structure
 - E. Metering and Repair

- F. Leak Detection, Repair, and Water Loss Record Keeping
- G. Water Conserving Landscaping
- H. Water Reuse
- I. Means of Implementation and Enforcement
- J. Wholesale Water Contracts
- K. Record Management System

4.3 Reporting

5.0 Drought Contingency Plan

Section I	Declaration of Policy, and Intent
Section II	Public Involvement
Section III	Public Education
Section IV	Coordination with Regional Water Planning Group
Section V	Authorization
Section VI	Application
Section VII	Definitions
Section VIII	Criteria for Initiation / Termination of Drought Response Stages
Section IX	Drought Response Stages
Section X	Enforcement
Section XI	Variances

Appendix A: Utility Profile & Water Conservation Plan Requirements for Municipal Water use by Public Water Suppliers

Appendix 1- Water and Wastewater CCN

Appendix B: Resolution-Adoption of City of Pharr Water Conservation Plan and Drought Contingency Plan

Appendix 1- Water and Wastewater CCN

1.0 INTRODUCTION

1.1. Purpose

This document provides an update to the Water Conservation and Drought Contingency Plan for the City of Pharr, Texas and replaces an existing plan adopted by the City in 2015. The adoption of the new plan is to stay in compliance with Title 30 TAC Chapter 288 and to comply with 31 TAC Chapter 363.15 to obtain financial assistance with the Texas Water Development Board.

The current extended drought affecting the watershed of the middle and lower Rio Grande has underscored the importance of water conservation and drought contingency planning to the City of Pharr. Water conservation and drought preparedness are essential if the City's to continue to meet its responsibility to provide adequate future

water supplies for its citizens. The Water Conservation and Drought Contingency Plan will serve to extend the City's available water supply, decrease water losses and waste, and will provide procedures for responding to and coping with drought and other water supply emergencies.

1.2 Location and Size of City

The City of Pharr, Texas is located in the Lower Rio Grande Valley of Texas at the intersection of US Highway 281 and 83. Figure 1.1 includes two maps showing the location of the City and its corporate boundaries.

1.3 Population

The City has a current population of approximately 70,400 according to the latest census data in 2010 and is estimate to have a current population of approximately 79,487 according to Population Division, U.S. Census Bureau.

The projected population growth for the City is shown in the table below as showed in the 2018 Regional Water Plan prepared for Texas Water Development Board.

Projected Growth for the City of Pharr	
Year	Regional Water Plan
2020	89,220
2030	110,785
2040	132,437
2050	154,131
2060	175,826
2070	196,918

2.0 WATER SUPPLY AND DEMAND

2.1 Raw Water Supply

Nearly all cities in the Rio Grande Valley obtain the raw water supply from the Rio Grande River via canal system. The City of Pharr is no different. The City of Pharr has a contract with Hidalgo Irrigation County District No. 2 (HCID 2). HCID#2 delivers raw water to the City's 70 million gallons (MG) raw water reservoir at a cost of \$0.15730 per 1000 gallons of water metered delivered. **The raw water from the reservoir then flow through a 36" gravity line to the city intake wet well.** The City currently has a total of 10,639.377 acre-feet of water available as of January 2019.

The City of Pharr also uses groundwater well for emergency uses and can average a total of 900 gpm or approximately 1.3 MGD.

2.2 Description of Water Treatment, Storage and Distribution Facilities

The City owns and operates one 19.0 MGD Surface Water Treatment Plant that was built in 1984, expanded in 1997 and 2014. The WTP consists of a raw water pump station, 5-clarifiers, 1-rapid mix basin, 19 filters, 1-1MG clear well, 2-2MG ground storage tanks, 1-high service pump station. The City water distribution system consists of approximately 332 miles of water lines ranging from 2"-30" and four elevated storage tanks consisting of: 0.5 MG, 0.75 MG, and 2- 1.0 MG (total of 3.25 MG elevated storage). The City of Pharr, in addition to the elevated tanks, has 1,0 MG wet well and 2 – 2 MG ground storage tanks located at the Water Treatment Plant. The City has enough storage capacity (elevated and ground storage) until the year 2030.

The City's raw water pump station that is capable of delivering 19.0 MGD. The raw water pump station was completed in 2008 and expanded in 2013. The City also expanded the water treatment facilities from 10.0 MGD to the current 19.0 MGD capacity. The 19.0 MGD plant production is sufficient to serve the City of Pharr population projected growth through the year 2030.

2.3 Water Demand

In calendar year 2018, the water treatment plant treated approximately 2.857 billion gallons or 8790.76 acre-feet of raw water. In the last two years the City has average 7.85 MGD and a maximum average use (peak day use) of 10.93 MGD. **With an approximate population of 79,487 the average residential per capita use during the calendar year 2018 was approximately 99 gallons per capita per day. Compared with the year 2017, where the gallons per capita were 105 gpcd.** Compared with an estimated statewide average municipal use of 169 gpcd in 2013 (Texas Water Development Board, "2013 per Capita Water Use State Average". The relatively low water use is typical in the City for the last three year due to continued mandatory conservation efforts implement by the city, but with a continued population growth and economic development, water demand will increase especially during the summer. Water demand is project to increase to 3.2 billion gallons or 9,923 acre-feet per year in 2020, and nearly 3.9 billion or 11,933 acre-feet per year in 2030. With the City's current water rights standing at 10,639.377 and with projected demand to increase, this is clear indication that the City of Pharr will be challenged to meet future water demand.

2.4 Water Rates and Revenues

The City currently charges a meter monthly base service charge of \$22.50 for (5/8"-1.5"), \$26.00 (2"), \$55.00 (4") and \$90.00 (6") to each customer. The City's current water rates for residential are as follows, \$1.65 per 1000 gallons from 0-19,999 gallons and \$1.70 per 1000 gallons from 20,000+ and commercial water rates are from \$1.70 per 1000 gallons from 0-19,999 and \$1.85 per 1000 gallons from 20,000+. During fiscal year 2017-2018 total water system operating revenue was \$7.835 million.

3.0 WASTEWATER FACILITIES

3.1 Description of Wastewater Treatment Plant and Wastewater Collection System

The Wastewater Treatment Plant (WWTP) was expanded in 2011 to an 8.0 MGD. The plant is a complete mix variation of activated sludge process plant. The plant consists of headwork facility, two oxidation ditches, one BNR, six clarifiers, ultraviolet disinfection basin, digester, thickener, gravity belt thickener, belt press, effluent basin, and laboratory building. The next WWTP phase expansion will be to 10 MGD.

The Wastewater Collection System consists of 32 lift stations, 1-8.0 MGD WWTP, and approximately 160 miles of various pipes sizes from 6" to 42".

3.2 Sewer Rates and Revenues

The City currently charges a monthly base service charge \$14.55 to each residential customer connected to the sewer system; plus, \$0.98 per 1000 gallons of wastewater used up to 18,000 gallons per month. Commercial and industrial customers pay a base charge of \$22.97 per month and a rate of \$1.30 per 1000 gallons of wastewater use. During fiscal year 2017-2018 total wastewater system-operating revenue was \$5.264 million.

4.0 WATER CONSERVATION GOALS

4.1 Water Conservation Program

The City of Pharr's goals with respect to water conservation are to:

- To maintain the unaccounted water loss between 12 % to 10% or lower or between 10 gpcd to 12 gpcd (unaccounted water loss) or lower for the next 5 years beginning in Fiscal year 2018/2019 (October-September) and 10% to 8% or lower or between 8 gpcd to 10 gpcd (unaccounted water loss) or lower the next 10 years beginning fiscal year 2018/2019 (October-September) through improved water use accounting, replacement of old water lines, meter replacement, repair, meter efficiency testing and record keeping (fire department, city's street sweeper, and city's vector truck).
- Increase beneficial reuse of effluent from City's wastewater treatment plant to include municipal parks (if feasible), city's street sweepers, and construction use.
- To continue to be below the state average by a least 10% in water used per capita through implementation of the existing plumbing code, public education and awareness conservation programs and water reuse.

- To maintain our municipal use to less than a 115 gpcd in the next 5 years beginning in fiscal year 2018/2019 (October-September) and to lower the gpcd by 2 gpcd per year or to achieve 100 gpcd by 2028/2029. These goals may not be attainable depending on hot weather conditions and increase population.
- To maintain our municipal use to less than 100 gpcd in the next 10 years beginning fiscal year 2018/2019 (October-September) and to lower the gpcd per 0.5% per year or approximately 0.6 gpcd per year. This will be a difficult goal to achieve due to increase population and hot weather conditions. This goal will be evaluated on the efforts and results of the above 5-year goal.

4.2 Water Conservation Program

The following actions will be taken by the City of Pharr to accomplish the above goals:

A. Public Education and Awareness

Public education and awareness are an essential component of the City's water conservation program. The objective is to communicate to the City's residents the need for and benefits of water conservation and to provide useful consumer-oriented information on water conservation practices and technologies. The City will obtain and disseminate such information through a variety of avenues including:

- Providing water conservation literature to new utility customers at the time they apply for service, to utility customers reporting high water use, and the utility sales office on continuing basis.
- Providing consumer tips on water conservation in Consumer Confidence Report to be mailed annually; plus provide conservation tips on monthly water bill
- Providing literature on xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands.
- Presentation at different civic organizations, city events, and schools. The City will also obtain video and radio public service announcements on water conservation from the TWDB and make these available to the local media. TWDB videos on state water resources issues and water conservation will also be provided to the City of Pharr Cable Channel and PSJA School District cable channel. The City will also produce water conservation commercials using students and parents from the city to promote conservation and announcements that will be aired on the City of Pharr Cable Channel and will be provided to PSJA School District cable channel.

B. Plumbing Fixture Efficiency Standards

Since 1992 state law has prohibited the sale of certain plumbing fixtures that do not conform to specific water use efficiency standards. For example, water use by tank-type toilets sold within Texas is not to exceed 1.6 gallons per flush. Showerheads are limited to 2.5 gallons per minute flow rate. Similar water efficiency standards effectively supersede and replace local standards and eliminate the need for enforcement of plumbing code standards for water efficiency at the local level.

In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet the following standards:

- Shower Heads: No more than 2.50 gallons per minute at 80 pounds per square inch of pressure.
- Laboratory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
- Wall mounted, Flushometer Toilets: No more than 2.0 gallons per flush
- All other Toilets: No more than 1.6 gallons per flush
- Drinking Water Fountains: Must be self-closing

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

- Hot Water Pipes: Hot water lines not in or under a concrete slab should be insulated
- Pressure Reduction Valves: Pressure reduction valves may be installed where system pressures exceed 80 pounds per square inch
- Swimming Pools: Swimming pool should have recirculating filtration equipment
- Automatic Dishwashers: Automatic dishwashers installed in residential dwelling should be a design that uses a maximum of six gallons of water per cycle
- Automatic Clothes washers: Automatic Clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements. The use of water efficient plumbing fixtures in new construction and as replacements in existing construction is expected to significantly reduce per capita water use and wastewater flow over time. Importantly such saving will occur “passively” in that market penetration will occur as a consequence of new development and as old inefficient plumbing fixtures wear out and are replaced. Also, water saving associated with high efficiency plumbing fixtures are relatively predictable as the saving are not dependent on conscious effort by the customer to modify water use behaviors.

C. Plumbing Fixture Retrofit and Replacement

The City will encourage the retrofit and/or replacement of older, inefficient plumbing fixtures and appliances through the public education and awareness activities described

above. Emphasis will be placed on the expected cost saving and payback periods through reduced water, wastewater, and energy costs. In addition, the City will investigate the costs and benefits of replacing inefficient plumbing fixtures in all city-owned facilities.

D. Water Rate Structure

The current water structure rates will significantly encourage water conservation efforts from residential, commercial customers and thus resulting sustainability for future growth.

E. Metering and Repair

Metering all water services is an effective means of improving and maintaining control of water system operations and provides the basis for efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water deliveries and for unaccounted for water losses. The City of Pharr meters all water accounts, including those serving city facilities.

In April 2010 the City conducted a Meter Management Audit by JBS Associates. The audit included recommendations that are now being implemented such as testing meters annually and every two years depending on usage and age of the meter. Rule of thumb, if a 5/8" -3/4" meter has over a 1,000,000-gallon usage or over 15 years that meter should be changed. Other recommendations include correct meter sizing and replacement of oversize meters. Periodic testing will be conducted every year on approximate 5% of the 3/4" meter for efficiency verification. Meters found to be outside there parameters (+/- 5%) will be replaced. Master Meters (raw water meter and high service meters) at the Water Treatment Plant are tested annually by Sendero South, LLC, or other company, and results are reported to staff in writing and are filed for at a period of five years. Master meters which are not within +/-5% of standard will be repaired and/or replaced.

The City will continue to follow the recommendations from Meter Management Audit and has implemented recorded keeping of water usage of fire fighter usage, street sweeper use, vactor truck use, and flushing of water mains. These procedures will allow the City to better estimate actual water losses due to leakage and will aid in evaluating the costs and benefits associated with leaks detection and the repair or replacements of main waterlines.

F. Leak Detection, Repair, and Water Loss Record Keeping

Along with a Meter Management Audit a Water Distribution System Report was done. The report pointed out two key areas in the city where we have substantial leaks. Most of these leaks are from 2" water lines, which the city has approximate 13 miles of these

lines. The City has started a replacement program to replace these water lines. We estimated a time of 5 yrs. to replace all 2" water lines.

Public Utilities staff will conduct annual visual audits to determine leaks concentrating around fire hydrants, water valves and grassy green areas of known water distribution lines. Staff will be required to investigate any grassy green areas during their daily routine, especially during dry weather conditions. The utilities staff will determine to do a systematic leak survey of the water distribution system if loss of water is greater than 15% annually.

Public Utilities staff conducts top-down audit, using existing records to provide an overall picture of water loss which is done annually and will continue to track these effort using this method. The Public Utilities staff has implemented monthly record keeping and tracking to estimate a more accurate water loss of unaccounted water in areas of fire fighting, unauthorized use of fire hydrants, street sweepers, vactor trucks, flushing of fire hydrants, overspill of water towers and water distribution line breaks.

G. Water Conserving Landscaping

The City does not plan to require water conserving landscaping, however, the city will through education, encourage residents to adopt water efficient landscaping and landscape maintenance practices. Through its public information program, The City encourages and supports the use of xeriscape landscaping techniques. Public Utilities staff distributes xeriscape literature at public meeting on water conserving landscaping and lawn watering methods. Particular emphasis is placed on providing such information in advance of and during the summer lawn water season.

H. Water Reuse

The City uses reclaimed wastewater effluent for plant operations/irrigation and in chlorination at the City's wastewater treatment plant. The effluent basin accommodates a 6" Gormann pumps that provide reuse water to the city golf course for irrigation purpose. The City is also looking at potential use of reuse water for various city services such as city street sweepers, city vactor truck and construction water tanks trucks.

I. Means of Implementation and Enforcement

A resolution by the City Commission has been approved adopting this water conservation plan (Appendix B.) The City's Public Utilities Department and City Manager will have primary responsibility for implementing the plan. The Public Utilities Department will be responsibility for keeping records of the implementation to verify water loss annually through top-down audits. (See 4.2F and 4.2K). These records will be compared to the goals stated above. The City's Police Department, Fire Department, and Public Utilities staff will have enforcement powers in accordance with the Drought Contingency Plan Ordinance. (Appendix C)

J. Wholesale Water Contracts

The City of Pharr will require, through contractual agreement, that any political subdivision or public water supplies contracting with City for wholesale water supply or wastewater services either (1) adopt the provisions of the City's water conservation and drought contingency plan; or (2) develop and adopt a plan which meets the requirements of the TWDB or TCEQ. **At present, the City's is not a wholesaler.**

K. Record Management System

The City of Pharr record of management includes the following: purchased water, treated water and water sold. The user classes are recorded as: residential, senior citizens, commercial, municipal, and outside city limits. Based on the type of record keeping the system has established would allow to keep track of the effectiveness of our annual goals. **As mentioned on Section 4.2 F top-down audit will give us a general knowledge if we meet our annual goal.** Even though no monthly goals are established, we believe by setting the annual goal will set the margin to meet a goal monthly. With better record keeping as mentioned above we can continue to track our progress in meeting our goals in Section 4.1 annually.

4.3 Reporting

The City of Pharr will continue its water conservation programs indefinitely and will report to the Executive Administrator of the TWDB on the implementation and status of the City's water conservation programs for three (3) years after the closing date for loans made by the TWDB. The City is obligated to the TWDB (under Rule 31 TAC 363.71) to submit annual report describing the implementation, status, and quantitative effectiveness of the water conservation program (which includes the plan and implementation procedures). The annual report will be in a form and will include all information required by TWDB staff to determine the City's compliance with the Water Conservation and Drought Contingency Plan.

Drought Contingency Plan

City of Pharr

P.O Box 1729 Pharr 78577

CCN# 11918

PWS # 1080009

February 21, 2019

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Pharr hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance/or resolution.

Water uses regulated or prohibited under this Drought Contingency Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X1 of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Pharr by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The City of Pharr will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of city public events, press releases or utility bill inserts.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Pharr is located within the Rio Grande Regional Water Planning Group and City of Pharr has provided a copy of this Plan to the Rio Grande Regional Water Planning Group.

Section V: Authorization

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Pharr. The terms "person" and "customer" as used in the Plan to include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

1. **Aesthetic water use:** water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
2. **Commercial and institutional water use:** water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
3. **Conservation:** those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
4. **Customer:** any person, company, or organization using water supplied by the Hidalgo Irrigation District #2.
5. **Domestic water use:** water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
6. **Even number address:** street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

7. **Industrial water use:** the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

8. **Landscape irrigation use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

9. **Non-essential water use:** water uses that are not essential nor required for the protection of public health, safety, and welfare, including:

- a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- b) use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;
- c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

10. **Odd numbered address:** street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. In addition to:

- 1. Supply-related problems, such as reductions in supply due to drought and water rights permits or water contracts constraints;

2. System-related problems, such as equipment failures and line breaks;
and
3. Other conditions that may affect or otherwise limit the City of Pharr's ability to meet the demand for water

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII—Definitions,

- (a) When total daily water demand equals or exceeds 15.0 MGD for 5 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:

- (a) When total daily water demand equals or exceeds 18.0 MGD for 3 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers — SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

- (a) Continually falling treated water reservoir levels which do not refill above 75% percent overnight based on an evaluation of minimum treated water storage required to avoid system outage.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when:

- a) When the water supply available from the Hidalgo Irrigation District #2 is equal to or less than 5,000 acre-feet.
- b) When, pursuant to requirements specified in the City of Pharr water purchase contract with Hidalgo Irrigation District #2 notification is received requesting initiation of Stage 4 of the Drought Contingency Plan.

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

- a) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
- b) Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 6 Triggers -- WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when (describe triggering criteria, see examples in Stage 1).

Requirements for termination - Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section IX: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/ her designee shall notify the public by means of:

- a) City Website/Social Media
- b) publication in a newspaper of general circulation, direct mail to each customer,
- c) public service announcements,
- d) signs posted in public places

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- 1) Mayor / Chairman and members of the City Council
- 2) Fire Chief (s)
- 3) City and/or County Emergency Management Coordinator(s)
- 4) County Judge & Commissioner(s)
- 5) State Disaster District / Department of Public Safety
- 6) TCEQ (required when mandatory restrictions are imposed)
- 7) Major water users
- 8) Critical water users, i.e. hospitals
- 9) Parks /street superintendents & public facilities managers

Stage 1 Response -- MILD Water Shortage Conditions

Target: Achieve a 5% percent reduction in daily water demand.

Voluntary Water Use Restrictions for Reducing Demand

- a) Water customers are requested to voluntarily limit landscape irrigation to Sundays and Thursdays for customers with a street address ending in an even number (0,2,4,6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1,3,5,7 or 9), and to irrigate landscapes only

between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or using drip irrigation system is exempt from these requirements.

b) The public is asked to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (e.g. Sunday/Thursday or Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not use. High-pressure washers with flow control will also be allowed.

c) The public is asked to discontinue the use of ornamental water features fountains.

d) All operations of the City of Pharr shall adhere to water use restrictions prescribed for Stage 2 of the Plan.

e) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions.

Target: Achieve a 7% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Wednesdays for water customers with street address ending in an odd number (1, 3, 7, or 9) and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or drip irrigation system is exempt from these requirements.

b) The public is allowed to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (Sundays/Thursday and Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not in use. High-pressure washers with flow control will also be allowed.

c) The public must discontinue the use of ornamental water features (e.g., fountains) unless provision is made to recirculation of water. The failure to prevent or control the “water waste” is also prohibited.

d) Definition: The term “water waste” shall include wash down of driveways, sidewalks, parking areas, street and their areas and failure to take timely action to repair a leak determined by the Director of Utilities.

Stage 3 Response -- SEVERE Water Shortage Conditions

Target: Achieve a 10% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- a) Irrigation of landscaped areas shall be limited to designated days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Hidalgo Irrigation District #2. The City of Pharr Golf Course irrigates using Reclaimed water from the City of Pharr Wastewater Treatment Plant.
- c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- d) High-pressure washer for cleaning of sidewalk, driveway and entryways will not be allowed and will be considered a “waste of water”. Steam cleaner will be allowed.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 15% percent reduction in daily water demand.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers is prohibited at all times.
- b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 pm and 8:00 am

- c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi type pools is prohibited.
- d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- f) Steam Cleaner will not be allowed for cleaning of driveway, sidewalk, and entryway.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

Target: Achieve a 20% percent reduction in water demand, total water use, daily water demand.

Water Use Restrictions for Reducing Demand. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.

Stage 6 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Pharr of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Pharr offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Pharr on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Pharr in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Pharr of a reduction in the number of person in a household shall be fined not less than \$1000.00 dollars.

Residential water customers shall pay the following surcharges:

<u>\$10.00</u>	for the first 1,000 gallons over allocation.
<u>\$20.00</u>	for the second 1,000 gallons over allocation.
<u>\$35.00</u>	for the third 1,000 gallons over allocation.
<u>\$75.00</u>	for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the

Hidalgo Irrigation District #2 of a greater number on a form prescribed by the City Manager. The City Manager and/or his/her designee shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Hidalgo Irrigation District #2 offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City

Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Hidalgo Irrigation District #2 in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Pharr of a reduction in the number of residents in a household shall be fined not less than \$1000.00 dollars. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

<u>\$10.00</u>	for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
<u>\$20.00</u>	thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
<u>\$35.00</u>	thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
<u>\$75.00</u>	thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager and/or his/her designee for each non-residential commercial customer, other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 25% percent of monthly usage is less than 5000 gallons, shall be allocated 5000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Hidalgo Irrigation District #2 to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager or alternatively, a special water allocation review committee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 0 gallons through 20,000 gallons per month:

<u>\$25.00</u>	per thousand gallons for the first 1,000 gallons over allocation.
<u>\$50.00</u>	per thousand gallons for the second 1,000 gallons over allocation.
<u>\$75.00</u>	per thousand gallons for the third 1,000 gallons over allocation.
<u>\$100.00</u>	per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 20,001 gallons per month or more:

- 2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- 4 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- 10 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- 30 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section X: Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Pharr for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this Plan.

(b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2000.00 dollars. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$30.00, and any other costs incurred by the City of Pharr in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(c) Any person, including a person classified as a water customer of the Hidalgo Irrigation District #2, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Police officer and code compliance officer, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her- to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 17 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Pharr within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(a) Name and address of the petitioner(s).

- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

SECTION 2: That except as herein amended, this Ordinance shall be cumulative of all other ordinances and said Ordinances shall remain in full force and effect, unimpaired hereby.

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

SECTION 4: 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.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of October 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 _____ 2022.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

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
_____ 2022.**

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: October 28, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, out of Lot 249, Kelly Pharr Subdivision, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, Extraterritorial Jurisdiction of the City of Pharr, Texas. *(3rd and Final Reading)* **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: This item is the 3rd and Final Reading on ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 13.12 acres of land, more or less, generally located on the south side of West Javelina Drive, approximately 0.40 miles east of South Jackson Road, being situated within the extraterritorial jurisdiction of the City of Pharr, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 10/28/2022
Approved - 10/28/2022
Approved - 10/28/2022
Final Approval - 11/4/2022

O-2022-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 13.12 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED SOUTH OF WEST JAVELINA DRIVE, LYING ADJACENT TO AND BEING SITUATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS, INCLUDING THE ABUTTING STREETS AND ROADWAYS AND RIGHTS-OF-WAY INTO THE CORPORATE LIMITS OF THE CITY, AT THE REQUEST OF THE PROPERTY OWNERS AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY; AND ADOPTING A SERVICE PLAN

WHEREAS, Chapter 43, Subchapter C-3 of the Texas Local Government Code and the City Charter of the City of Pharr, Texas, an incorporated city, authorizes the annexation of territory, subject to the laws of this state;

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Pharr, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

SEE "EXHIBIT B"

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

Section 1: The Board of Commissioners of the City of Pharr has decided to extend the corporate limits of the City to include tracts of land adjacent to our present corporate limits; and

Section 2: The hereinafter described territory lies within the extraterritorial jurisdiction of the City of Pharr, Texas; and

Section 3: The territory hereinafter described contains approximately 13.12 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,264 acres (23.85 square miles) as of November 16, 2020; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, October 3rd, 2022 at 4:00 p.m. in the City Commissioners' Room, 118 S. Cage Boulevard, 2nd floor, Pharr, Texas and was also published in the Advance News Journal; and

Section 6: A service plan as required by State Law is hereby adopted and attached as Exhibit A.

Section 7: The Board of Commissioners of the City of Pharr, Texas, finds that all prerequisites for annexation imposed by State Law and the City Charter have been met.

Section 8: That the corporate boundary limits of the City of Pharr, Texas, is hereby extended so as to annex certain territory lying adjacent to and adjoining the present City limits of said City and such territory as hereby annexed to said City as described in Exhibit B.

Section 9: That this ordinance be published, one time in its entirety, in the Advance News, a newspaper in Pharr, Texas.

Section 10: That the service plan attached to this ordinance is hereby approved by the Board of Commissioners of the City of Pharr, Texas provided that such service plan may be amended or repealed in accordance with Section 43.056 of the Texas Local Government Code, when in the opinion of the Board of Commissioners, changed conditions or subsequent occurrences make the plan unworkable or obsolete.

Section 11: That this ordinance shall not become effective until ten (10) days elapsed after the ordinance has been published in the local newspaper after which the territory herein noted and described in Section 1 hereof shall be a part of the City of Pharr and the citizens thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, and resolution of the city.

Section 12: Upon annexation of the above described property, the acreage within the city limits of the City of Pharr, Texas will be increased by 13.12 acres for a total of approximately 15,277 acres.

The City Clerk is hereby directed to file with the County Clerk of Hidalgo, Texas, a certified copy of this ordinance.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of _____, 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 _____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

AMBROSIO HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

EXHIBIT A
SERVICE PLAN

I. ANNEXATION AREAS

The annexation areas are located on the south side of West Javelina Drive. These properties are approximately **13.12 AC** and are illustrated in EXHIBIT A and further described below:

OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

OWNER: JENE & JONATHON BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

II. SERVICE COMPONENTS

This plan contains two service components: A) Municipal Service Plan B) Capital Improvement Program.

A. MUNICIPAL SERVICE PLAN

As required by TLGC 43.056 B), certain municipal services will be provided by the City of Pharr immediately upon the effective date of annexation. These services include:

- Police Protection
- Fire Protection
- Emergency medical services
- Solid waste collection, except as provided by Subsection 43.056 (o);
- Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- Operation and maintenance of roads and streets, including road and street lighting; *
- Operation and maintenance of public parks, playgrounds, and swimming pools; and
- Operation and maintenance of any other publicly owned facility, building or service.

*Note: Street lighting will be maintained for fixtures located within the service territory of the City of Pharr.

1. POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Hidalgo County Sheriff's Office. However, upon annexation, the City of Pharr Police Department will

extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

2. FIRE

Existing Services: Primary fire response is currently provided through rural fire agreement with Hidalgo County. Services will continue to be provided

Services to be Provided: Fire suppression will be available to the area upon annexation. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

3. BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulated building construction within the City of Pharr.

4. PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Pharr Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Pharr Subdivision Ordinance. These services can be provided within the department's current budget.

5. LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

6. HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Hidalgo County Health Department will implement the enforcement of the City of Pharr's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current City of Pharr's Code Compliance and Health Division Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

7. STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

8. STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers and/or Public Works Department at time of completions. The City will then maintain the drainage upon approval.

9. STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Pharr will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

10. TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

11. WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

12. SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

13. SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

14. ADDITIONAL SERVICES

All other applicable municipal services will be provided to the area in accordance with the City of Pharr's established policies governing extension of municipal services to newly annexed areas.

B. CAPITAL IMPROVEMENTS

The City, from time to time, include construction of new, expanded or replacement facilities in its Capital Improvements Program (CIP). Facilities to be included in the CIP shall be determined on a City-wide basis. Priorities shall be established by the CIP plans of the City, projected growth trends, and the City Commission through its development plans and policies.

III. LEVEL OF SERVICES TO BE PROVIDED

It is the intent of the City of Pharr to provide the level of services required by State Law. The City Commission finds and determines that the services, infrastructure and infrastructure maintenance proposed by this plan are comparable to that provided to other parts of the City with topography, land use, and population density reasonably similar to the annexed area and will not reduce the level of services available to the territory prior to annexation.

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each are of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

PROPERTY DESCRIPTIONS

1) OWNER: JAMES C. & JANICE KELLER

TRACT 1: A 2.00-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

2) OWNER: WALTER C. KELLER

TRACT 2: A 11.12-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

SAVE AND EXCEPT that certain 1.83 acre tract described in General Warranty Gift Deed recorded in Document #3218286, Hidalgo County, Texas.

3) OWNER: JENE & JONATHAN BYROM

TRACT 3: A 1.83-acre tract of land, more or less, out of Lot 249, Kelly Pharr Subdivision, Hidalgo County, Texas.

Tract 1
Tract 2 Pharr City Limit
Tract 3 Pharr ETJ

Scale: 1 inch = 50 feet

0 20 40 80 120 160 Feet



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.F.

DATE SUBMITTED: November 2, 2022

MEETING DATE: November 7, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on amendment to the Interlocal Cooperation Agreement with the City for the consolidation of the assessment and collection of property taxes. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: an increase in monthly is being amended; from \$5,788 to \$6,077.

Fiscal Consideration: \$3,468 additional a year

Staff Recommendation: To approve.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 11/2/2022

Approved - 11/2/2022

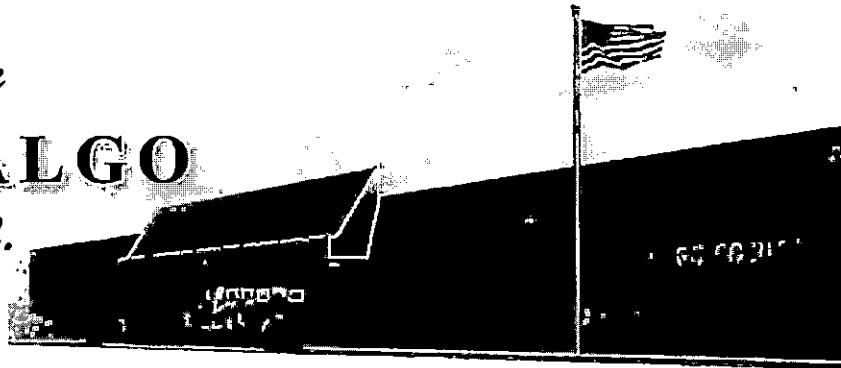
Approved - 11/2/2022

Final Approval - 11/4/2022

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



September 12, 2022

Ms. Karla Saavedra, CGFO
Finance Director, City of Pharr
118 S. Cage Blvd.
Pharr, TX. 78577

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

Dear Ms. Saavedra,

As per Clause VI, consideration of our Collection of Taxes Contract, be advised that the fee for the taxable year 2022 will increase to a new annual fee of **\$72,924.00** effective October 1, 2022.

This increase is within the 5% threshold as allowed by contract.

Please sign, date and return this letter to us as soon as possible.

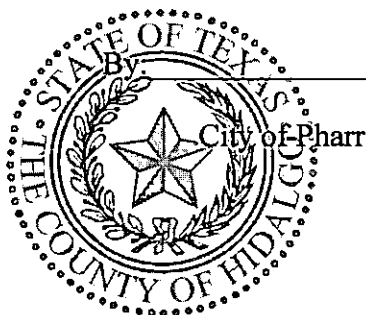
Sincerely,

Pablo (Paul) Villarreal, Jr. PCC
Hidalgo County Tax Assessor-Collector

XC: Hon. Richard Cortez
Hidalgo County Judge

Ms. Linda Fong, CPFO
Hidalgo County Auditor

Accepted & Agreed:



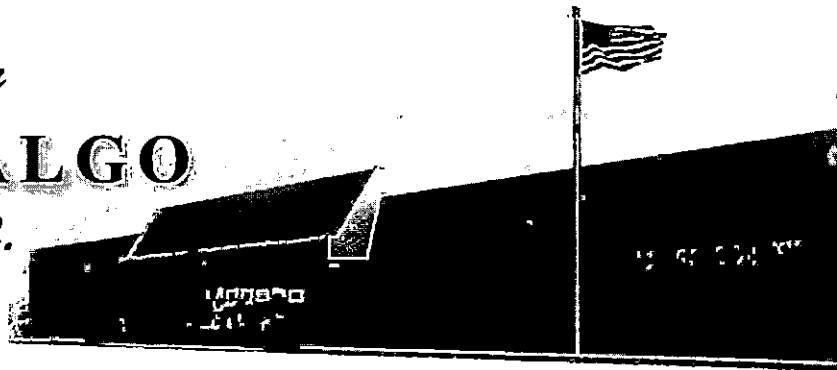
Printed name And Title

Date

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. PCC.



STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF PHARR**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about August 26, 2008, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

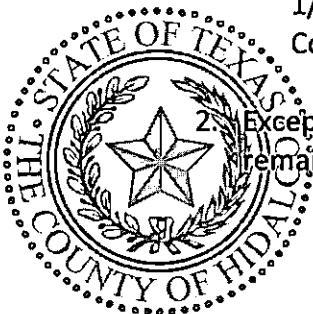
WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of \$72,924.00 of all current and delinquent base taxes collected from October 1st through September 30, 2023. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to October 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until September 30th to accept the recommended fee.
2. COUNTY will be paid by deducting the fee at the rate of \$6,077.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.



WITNESS THE HANDS OF THE PARTIES effective as of the date and year first written above.

CITY OF PHARR

BY: _____
Dr. Ambrosio "Amos" Hernandez
City of Pharr Mayor

ATTEST:

Secretary, Board of Trustees

HIDALGO COUNTY

By: _____
Richard F. Cortez
Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr.
Hidalgo County Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.G.

DATE SUBMITTED: November 4, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, ratifying agreement with Parks Coffee for the lease of coffee equipment at Park Bench Deli. **This item supports SE - Service Excellence.**

Classification: Consent

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

Issue: Parks Coffee will install and perform routine cleaning, maintenance and repairs to the coffee machine equipment at Park Bench Deli. The total recurring monthly fee is \$272 for a total of \$3,264 per year.

Fiscal Consideration: \$3,264 annually

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/4/2022
Approved - 11/4/2022
Approved - 11/4/2022
Final Approval - 11/4/2022



PO Box 110209
Carrollton, TX 75007-0209

Toll-free 800.889.7827
parkscoffee.com

Parks Coffee
Introduction Proposal
Natalio Lozano
210-267-7211
nlozano@parkscoffee.com

Thank you for taking the time to look over the information enclosed in this proposal.

Parks Coffee has been a family operation since Randy and Debbie Parks started their first coffee delivery service out of their garage in 1986. Since then, that family feel and passion for outstanding service has extended to the over 450 Parks employees who source, roast, bag, deliver, stock and maintain all of our Parks products. Our Parks Family Promise is that each and every customer is treated with the same high level of respect and service.

Currently our award-winning team services over 20,000 corporate accounts in cities across Texas, Oklahoma, Arizona and California. From simple coffee service to full pantry, ice and water, we have the capability to comprehensively manage your workplace refreshment needs.

First, we'll work with you to create a customized employee offering. Then, at least every two weeks, your Parks team member will come by to clean, organize, merchandise and inventory your break room or common space. We employ more route supervisors than any other company to ensure your break room is reliably serviced to your liking. Additionally, we have a ready staff of equipment technicians locally available for any urgent repair needs. We take care of you, because that's what family does.

Your customized product proposal follows. We sincerely appreciate the chance to showcase our products and services to you, and look forward to answering any questions you may have.

Thank you,

Natalio Lozano



PO Box 110209
Carrollton, TX 75007-0209

Toll-free 800.889.7827
parkscoffee.com

Proposal

Product	Size/Count	Price Ea
Virtu	1/1	272/mo
NIO	1/1	365/mo
Parks Brand Whole Bean bags	1/1lbs	19.95
Hot cocoa bag	1/2lbs	23.49
French vanilla	1/2lbs	12.49
Froth	1/1lbs	12.49
Parks Sugar Canister	1/1	2.20
Parks Creamer Canister	1/1	2.20
Sugar Packets	1/2000	31.52
Coffee Mate Liquid Creamer	1/50	8.95



Toll-Free 800.889.7827
parkscoffee.com

Sales Person: _____
(total amount: \$ 272 / month, billed quarterly)

OFFICE COFFEE SERVICE/ICE AND WATER ADDENDUM

Customer (Company Name): PARK BENCH DELI Date of General Terms and Conditions: 10/31/22

Services: ☒ Office Coffee Service ☐ Ice and Water Service Date of Installation: _____

☐ Preventive Maintenance: Ice Makers ☐ Preventive Maintenance: Filter Changes

Preventive Maintenance: ☐ Monthly ☐ Bi-monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

Route Service Address: 118 S. Cage Blvd City, State, Zip: PHARR, TX 78577

Billing Address: 118 S. Cage Blvd City, State, Zip: PHARR, TX 78577

Primary Contact: ALBERTO SALAZAR Title: DELI MANAGER

Email: alberto.salazar@pharr-tx.gov Phone: 956 638 4013 Fax: _____

Secondary Contact: _____ Title: _____

Email: _____ Phone: _____ Fax: _____

Billing Contact: FABIOLA SANCHEZ Title: ASSISTANT FINANCE DIRECTOR

Email: fabiola.sanchez@pharr-tx.gov Phone: 956 402 4150 EXT. 1905 Fax: _____

Payment Method: ☐ Check ☒ ACH ☐ Credit Card ☐ Other (specify): _____

Tax Exempt: ☒ Yes ☐ No (if yes, include certificate) Purchase Orders: ☒ Yes ☐ No T _____

Parks Coffee Route: _____ Delivery Week/Day: _____ Supervisor: _____

Equipment (complete Attachment 1 to list additional Equipment, if needed):

Make	Model	Serial Number	Payment per Month

By its execution of this Office Coffee Service/Ice and Water Addendum (this "Addendum"), Customer agrees to be bound by the terms and conditions set forth herein. By its performance of any Service described in this Addendum, Parks Coffee agrees to be bound by the terms and conditions set forth herein. This Addendum is governed by the General Terms and Conditions between Parks Coffee and Customer referenced above.

Customer (Company Name): PARK BENCH DELI

Account Number: _____

By (Signature): [Signature]

Title: Interim City Manager

Printed Name: ARALI ALANIS

Date: 10/31/2022

1. **Definitions.** All capitalized terms used in this Addendum but not defined herein have the meanings set forth elsewhere in this Agreement. In addition, the following definitions apply for purposes of this Addendum:

(a) "Equipment" means each item of equipment listed above (and, if applicable, on Attachment 1) while on Customer's premises, and each additional item of equipment delivered by Parks Coffee to Customer during the term of this Addendum while on Customer's premises, plus any accessories delivered by Parks Coffee to Customer for use in combination with such equipment.

2. **Services.** Parks Coffee will provide the following Services to Customer, conditioned on Customer's performance

of its obligations under this Agreement:

(a) If "Office Coffee Service" is selected above, Parks Coffee (i) hereby leases the Equipment to Customer for the term of this Addendum; (ii) will install the Equipment at the Route Service Address listed above for use by Customer; (iii) will perform routine cleaning of, and maintenance of and repairs to, the Equipment, including changing filters on water lines to the Equipment; (iv) will provide sanitized and sealed coffee pots and/or carafes on a regular schedule if coffee pots and/or carafes are used by the Equipment; and (v) will stock consumable products and supplies for use in the Equipment pursuant to Customer orders for the same.

(b) If "Ice and Water Service" is selected above, Parks Coffee (i) hereby leases the Equipment to Customer for the term of this Addendum; (ii) will install the Equipment at the Route Service Address listed above for use by Customer; and (iii) will perform routine cleaning of, and maintenance of and repairs to, the Equipment, including changing filters on water lines to the Equipment.

(c) If "Preventive Maintenance" is selected above, Parks Coffee will perform Services as follows for equipment of the type described below that is located at the Route Service Address:

(i) Ice makers: Clean reservoir removing slime, mold and mineral deposits; flush hoses, drain lines and bin; sanitize all accessible surfaces; clean evaporator and circulating hoses; check and clean air-cooled condenser, air filter and coils; polish exterior of equipment.

(ii) Filter changes: Replace filters on water lines to coffee equipment, ice makers and water dispensers.

3. Customer's Acknowledgements and Duties.

(a) Customer acknowledges and agrees that the Equipment is leased by Parks Coffee to Customer; that neither this Addendum nor Parks Coffee's provision of the Services to Customer transfers any right, title or interest in or to the Equipment to Customer; and that the Equipment will at all times remain the property of Parks Coffee.

(b) Customer will exercise reasonable care to protect the Equipment from damage or excessive wear and tear. Customer agrees to pay to Parks Coffee the replacement cost of any Equipment that is lost or stolen or that suffers damage or excessive wear and tear while on Customer's premises or that is not returned to Parks Coffee at the termination of this Addendum.

(c) Customer will provide all connections to utility services necessary to operate the Equipment, and will pay all utilities charges resulting from the operation of the Equipment.

(d) Customer will permit Parks Coffee reasonable access to Customer's premises to perform the Services, including without limitation all reasonably required maintenance of the Equipment.

(e) Customer will not, and will not attempt to, move, reposition or relocate the Equipment following Parks Coffee's installation of the Equipment on Customer's premises. Customer will not attempt to perform any maintenance of or on the Equipment. Customer will immediately notify Parks Coffee of any malfunction of the Equipment or any utility service connection to the Equipment.

(f) Customer will not purchase consumable products or supplies for use in the Equipment from any entity or source other than Parks Coffee, and Customer will not use any consumable products or supplies in the Equipment obtained from any entity or source other than Parks Coffee. Customer acknowledges and agrees that the terms of this subsection are a material aspect of the consideration for which Parks Coffee is entering into this Addendum, and that Parks Coffee would not enter into this Addendum in the absence of such terms.

(g) Customer will promptly notify Parks Coffee if Customer ceases operation at the Route Service Address noted above, or if the Route Service Address subject to this Addendum changes.

4. Fees and Costs. Customer agrees to pay the fees and costs for the Services set forth in the invoices for the Services delivered by Parks Coffee to Customer.

5. Term. Either party may terminate this Addendum for convenience at any time by giving written notice of termination to the other party that specifies a termination date at least thirty (30) days after the notice is given. Any termination pursuant to the preceding sentence will be without payment by or penalty to either party.

[Remainder of page intentionally left blank.]



Toll-Free 800.889.7827
parkscoffee.com

Sales Person: ☐ OCS ☐ IW ☐ Pantry

GENERAL TERMS AND CONDITIONS

By its execution of these General Terms and Conditions, Customer agrees to be bound by the terms and conditions set forth in this Agreement. By its performance of any Service, Parks Coffee agrees to be bound by the terms and conditions set forth in this Agreement.

Customer (Company Name): PARK BENCH DELI
By (Signature): [Signature]
Printed Name: Arati Manis

Account Number: _____
Title: Interim City Manager
Date: 10/31/2022

1. Definitions.

- (a) "Agreement" means these General Terms and Conditions together with all Related Documents.
- (b) "Parks Coffee" means each of the following entities that provides Services to Customer pursuant to this Agreement: ProStar Services, Inc.; ProStar Services Arizona, Inc.; ProStar Services Oklahoma, Inc.; and Parks Coffee California, Inc.
- (c) "Related Documents" means all agreements, service addenda or schedules, order forms, pricing forms or cards, enrollment forms and any other documents that (i) reference these General Terms and Conditions, and (ii) are executed by Customer and accepted by Parks Coffee.
- (d) "Services" means the services provided by Parks Coffee to Customer pursuant to this Agreement.

2. Services. The description of each Service will be set forth in the Related Documents, and the provision of all Services will be governed by the terms of this Agreement. In the event of a conflict between these General Terms and Conditions and the terms of a Related Document, these General Terms and Conditions will control unless the conflicting term of the Related Document explicitly provides that it controls.

3. Fees and Costs.

- (a) Customer agrees to pay the fees and costs for the Services as set forth in this Agreement.
- (b) Customer will pay all sales, use, excise, value added and similar taxes and duties levied by any taxing authority on Parks Coffee's performance of the Services (collectively, "Taxes"). All fees and costs are exclusive of Taxes.
- (c) All amounts payable for Services (i) are due within thirty (30) days of the date of each invoice therefor; (ii) will be paid by Customer by the method specified in the Related Documents; and (iii) will be paid in U.S. Dollars. Parks Coffee will deliver invoices by e-mail to the Customer billing contact on file with Parks Coffee. Customer agrees to promptly update its billing contact information (including e-mail address) from time to time as necessary to facilitate the timely delivery of invoices. Parks Coffee will also deliver statements of Customer's account to Customer by U.S. mail. If any amount is past due hereunder, Customer agrees to pay interest on such amount at the rate of one percent (1.0%) per month, or the maximum rate allowed by law, whichever is lower. Customer will pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by Parks Coffee to collect any sums due under this Agreement.
- (d) Customer will notify Parks Coffee in writing, within fifteen (15) days of receipt of an invoice, of any good faith dispute concerning such invoice. Such notice will include reasonable details relating to the dispute, including the amount disputed by Customer. Customer's dispute of an amount due will not relieve Customer of its obligations to pay any undisputed amounts in accordance with this Agreement. The failure of Customer to dispute, in accordance with this section, an amount reflected as due on an invoice will constitute a waiver by Customer of any objection to such amount.
- (e) Customer will deliver all written communications regarding invoices received from Parks Coffee, and any notice of a dispute concerning an invoice received from Parks Coffee, by e-mail to customercare@parkscoffee.com.

4. Termination; Suspension of Services; Force Majeure.

- (a) Either party may terminate this Agreement for convenience at any time by giving written notice of termination to the other party that specifies a termination date at least thirty (30) days after the notice is given. Any termination pursuant to the preceding sentence will be without payment by or penalty to either party.
- (b) A party that materially breaches this Agreement will be entitled to fifteen (15) days after receipt of written notice of the breach from the non-breaching party within which to cure such breach. If the breaching party fails to cure such breach within the cure period, the non-breaching party may terminate this Agreement by giving written notice of termination to the breaching party after expiration of the cure period.

(c) If Customer fails to pay any amounts due pursuant to this Agreement within thirty (30) days of the date of the invoice therefor, Parks Coffee may suspend its performance of the Services until such time as Customer pays such past-due amounts and any interest due thereon pursuant to this Agreement. Any such suspension will neither cause the termination of this Agreement nor affect the enforceability of any other provision of this Agreement.

(d) A party's failure to comply with the terms of this Agreement, other than Customer's payment obligations, will not constitute a breach to the extent such failure results from events beyond the control of that party, including without limitation government regulation; acts of nature; terrorist acts; fire; war; civil unrest; or public health emergencies.

(e) Sections 5 and 7 of this Agreement and any rights of either party that may have accrued as of the termination of this Agreement or any Related Document will survive such termination.

5. Disclaimer of Warranties; Limitation of Liability; Waiver; Indemnity.

(a) ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, GOOD AND WORKMANLIKE SERVICE, OR NON-INFRINGEMENT, RELATING TO THE SUBJECT MATTER HEREOF ARE DISCLAIMED BY PARKS COFFEE AND WAIVED BY CUSTOMER TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(b) SUBJECT TO THE FOLLOWING SENTENCE, IN NO EVENT WILL A PARTY'S LIABILITY HEREUNDER EXCEED \$100,000. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS OR THE FOLLOWING SUBSECTION PRECLUDES PARKS COFFEE'S COLLECTION OF ANY AND ALL AMOUNTS DUE PURSUANT TO SECTION 3 OF THESE GENERAL TERMS AND CONDITIONS.

(c) Neither party will be liable to the other for any indirect, special, incidental, punitive or consequential damages, including lost profits, income or goodwill, regardless of whether or not such party has been advised of the possibility of such damages, resulting from any breach of this Agreement, and each party hereby expressly waives such damages.

(d) Customer hereby waives all liability of Parks Coffee for every, and further waives all rights to seek, claim or demand from Parks Coffee any, loss, cost, damage, cause of action and/or expense directly or indirectly arising from, attributable to or in connection with (whether in whole or in part) (i) Customer's failure to comply with any term, condition or provision of this Agreement; (ii) any malfunction of any utility service connection to the Services equipment; or (iii) any third party act or omission.

(e) To the extent allowed by law, Customer will indemnify and defend Parks Coffee from and against any and all liability and every loss, cost, damage, claim, cause of action and expense resulting from any third-party claim, demand or lawsuit to the extent directly or indirectly arising from, attributable to or in connection with Customer's failure to comply with any term, condition or provision of this Agreement.

6. Purchase Orders. Any purchase order for Services that is issued by Customer will be issued for Customer's internal administrative purposes only. The provisions of this Agreement, whether stated in these General Terms and Conditions or a Related Document, will govern all purchase orders submitted by Customer and will supersede any different, additional or conflicting provisions in any Customer purchase order, or displayed by any Customer vendor management system or payment management system. Any different, additional or conflicting provisions in any Customer purchase order, standardized form or correspondence, or displayed by any Customer vendor management system or payment management system, are unenforceable between the parties and will have no force or effect.

7. Miscellaneous. This Agreement embodies the entire agreement of the parties relating to the subject matter hereof and supersedes all prior understandings or agreements between the parties relating to the same. Customer shall not assign any of its rights under this Agreement without the prior written consent of Parks Coffee. Any attempted assignment of this Agreement in violation of this section will be void. Nothing in this Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable right, remedy or claim in connection with or arising from this Agreement. The parties hereto are independent contractors and are not partners, joint venturers or legal representatives of the other, and neither party hereto is authorized to bind the other party or otherwise act in the name of or on behalf of the other party. **This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflict of laws principles thereof. Venue for any suit, cause of action or other dispute relating to this Agreement shall be in Hidalgo County, Texas.** This Agreement may not be amended or modified other than by a written agreement executed by the parties hereto or their successors and permitted assigns. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in effect. All notices given pursuant to this Agreement must be in writing and, except as provided in Section 3(e) of these General Terms and Conditions, personally delivered, delivered by courier, or sent by overnight courier service (for next business day delivery), shipping prepaid, to the address for each party set forth in the relevant Related Document. This Agreement may be executed in counterparts. A signature affixed by electronic means and/or delivered by facsimile or electronic transmission will be effective to bind the executing party.



Pharr

Purchasing



PURCHASE REQUEST FORM (REQUISITION)

PO # _____

DEPARTMENT: ADMINISTRATION

DIVISION: PARK BENCH DELI

DATE: 10/31/2022

SUGGESTED VENDORS:

VENDOR#1 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE
PARKS COFFEE	NATALIO LOZANO / 1421 MacArthur Drive Carrollton, TX 75007	2102677211	\$ 3,264.00
VENDOR#2 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE
VENDOR#3 NAME	CONTACT NAME/COMPANY ADDRESS	PHONE	PRICE QUOTE

RECOMMENDED VENDOR:

JUSTIFICATION FOR PURCHASE:

REQUIRED:

COFFEE MACHINE SERVICE (VIRTU)

RECURRING MONTHLY FEE BILLED QUARTERLY / TOTAL PRICE IS ANNUAL PRICE

TO BE FILLED OUT BY DEPARTMENTS: BUDGET FUNDS AVAILABLE				GRAND TOTAL
ACCOUNT NUMBER(S)	CURRENT BALANCE	TOTAL EXPENSE	AFTER BALANCE	BUDGETED YES / NO
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	

DIVISION HEAD: _____ DATE: _____

NOTE: ALL REQUESTS UNLESS APPROVED BY DIRECTOR AS AN EMERGENCY, MUST BE REQUESTED AND SUBMITTED THREE (3) DAYS IN ADVANCE AND MUST HAVE A MONETARY AMOUNT UNLESS IT IS AN UNPREDICTABLE EXPENSE.

DIRECTOR: _____

DATE: _____

PURCHASING: _____

DATE: _____

DEPUTY CITY MANAGER: _____

(To be routed by Purchasing >\$25,000)

DATE: _____

CITY MANAGER: _____

DATE: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED: November 1, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Supply Contract for the Purchase of active wear for the Fire Department. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: Supply contract for the purchase of active wear for the fire department. The current supply contract will expire January 6, 2023 with no more extensions allowed. (Project# 2223-01-515-SP001-152)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to advertise for bids for active wear for the fire department.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Pilar Rodriguez

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 11/1/2022

Approved - 11/1/2022

Approved - 11/1/2022

Approved - 11/1/2022

Approved - 11/2/2022

Final Approval - 11/4/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.I.

DATE SUBMITTED: November 1, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Supply contract for the Purchase of Structural Firefighting Personal Protective Equipment for the Fire department. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: Supply contract for the purchase of Structural Firefighting Personal Protective Equipment for the fire department. The current supply contract expires on January 6, 2023 with no more extensions allowed.
(Project# 2223-01-515-SP002-179)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends going out for bids for the Structural Firefighting Personal Protective Equipment for the fire department.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Pilar Rodriguez
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 11/1/2022
Approved - 11/1/2022
Approved - 11/1/2022
Approved - 11/1/2022
Approved - 11/2/2022
Final Approval - 11/4/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.J.

DATE SUBMITTED: November 2, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for sealed bids on a Supply Contract for the Purchase and Delivery of HMAC, Cold Mix, and Caliche. **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: Supply contract for the purchase and delivery of HMAC, Cold Mix, and Caliche for Public Works. The current supply contract will expire December 19, 2022 with no more extensions allowed.

(Project# 2223-01-517-SP003-124)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to advertise for bids for the purchase and delivery of HMAC, Cold Mix, and Caliche.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Rodrigo Davila

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 11/2/2022

Approved - 11/2/2022

Approved - 11/2/2022

Approved - 11/3/2022

Approved - 11/3/2022

Approved - 11/4/2022

Final Approval - 11/4/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.K.

DATE SUBMITTED: November 2, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, If any, authorizing City Manager to advertise for sealed bids on a Service contract for City Wide landscaping Services. **This item supports SE - Service Excellence.**

Classification: Consent

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

Issue: Service contract for City wide landscaping services. The current contract we have with South Texas Landscapes Irrigation and Pest Control, LLC. expires on January 10, 2023 and the city would not like to extend this contract another year. (Project# 2223-01-522-S011-169)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends going out for bids for City wide landscaping services.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Sergio Alanis

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 11/2/2022

Approved - 11/2/2022

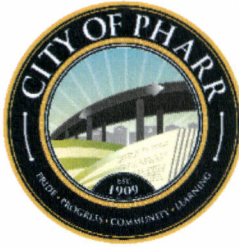
Approved - 11/3/2022

Approved - 11/3/2022

Approved - 11/3/2022

Approved - 11/4/2022

Final Approval - 11/4/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.L.

DATE SUBMITTED: November 3, 2022

MEETING DATE: November 7, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for proposals for Capital Lease Financing for Capital Equipment approved for FY 2022-2023. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: As every year, the City finances its capital equipment through Capital Leases, a request for proposals from financial institutions will be advertised to finance approved items for FY 2022-2023.

Items approved are :

Vactor Truck
\$475,000

Recycling Truck
\$147,000

Fiscal Consideration: \$620,000 for Public Works

Staff Recommendation: To Advertise

Alternatives: n/a

Exclude Material from Public Packet? Yes

Reason: n/a

ROUTING:

Karla Saavedra
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/3/2022
Approved - 11/3/2022
Approved - 11/3/2022
Final Approval - 11/4/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 4, 2022

MEETING DATE: November 7, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for a public purpose; establishing procedures for the acquisition of property; determining the estate to be acquired; establishing fair market value for the property to be acquired, and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriating funds, and authorizing condemnation proceedings by City Attorney; ratification of prior acts.

Classification: Regular

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

Issue: This resolution is to acquire eight (8) parcels along Veterans Boulevard for the I Road / Hike and Bike Project. Maps of the parcels are attached for reference.

Fiscal Consideration: The estimated total value of the parcels is \$107,119.00.

Staff Recommendation: Staff recommends approval of the Resolution to acquire the necessary property for construction of the I Road / Hike & Bike Project.

Alternatives: The alternative is to build the project within the existing right-of-way. However, if the property is not acquired, the design of the I Road / Hike & Bike Project will need to be modified so that it can be accommodated in a narrower right-of-way. The re-design will result in a delay to the project, as well as more fees from the consultant for the additional work.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 11/4/2022
Approved - 11/4/2022
Approved - 11/4/2022
Approved - 11/4/2022
New -

RESOLUTION NO. R-2021-_____

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas;

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

DESCRIPTIONS:

- PARCEL I:** ***A 0.1603-ACRE PARCEL OF LAND OUT OF LOT 20, BLOCK 15, JOHN CLOSNER SUBDIVISION (EXHIBIT A)***
- PARCEL II:** ***A 0.0042-ACRE PARCEL OF LAND OUT OF LOT 320, KELLY PHARR SUBDIVISION (EXHIBIT B)***
- PARCEL III:** ***A 0.0112-ACRE PARCEL OUT OF LOT 320, KELLY PHARR SUBDIVISION (EXHIBIT C)***
- PARCEL IV:** ***A 0.9485-ACRE PARCEL OF LAND OUT OF THE SAN FELIPE SUBDIVISION PHASE II (EXHIBIT D)***
- PARCEL V:** ***A 0.6076-ACRE PARCEL OUT OF LOT 1, BLOCK 1 OF THE RE-SUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION (EXHIBIT E)***
- PARCEL VI:** ***A 0.2581-ACRE PARCEL OF LAND OUT OF LOT 337, KELLY PHARR SUBDIVISION (EXHIBIT F)***
- PARCEL VII:** ***A 0.4093-ACRE PARCEL OF LAND OUT OF LOT 22, BLOCK 8 OF THE RE-SUBDIVISION OF THE SAN JUAN PLANTATION SUBDIVISION (EXHIBIT G)***
- PARCEL VIII:** ***A 0.1275-ACRE PARCEL OF LAND OUT OF LOT 7 AND 7 OF THE RE-SUBDIVISION OF THE JOHN CLOSNER SUBDIVISION (EXHIBIT H)***

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

PASSED AND ADOPTED this the _____ day of _____, 20_____.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK

EXHIBIT A

PART TO BE ACQUIRED

The part to be acquired consist of 0.1603-acres (6,984-square feet) of land located at the northwestern portion of the whole property. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.

The following items were found to be located within the part to be acquired

- Caliche Pad Site

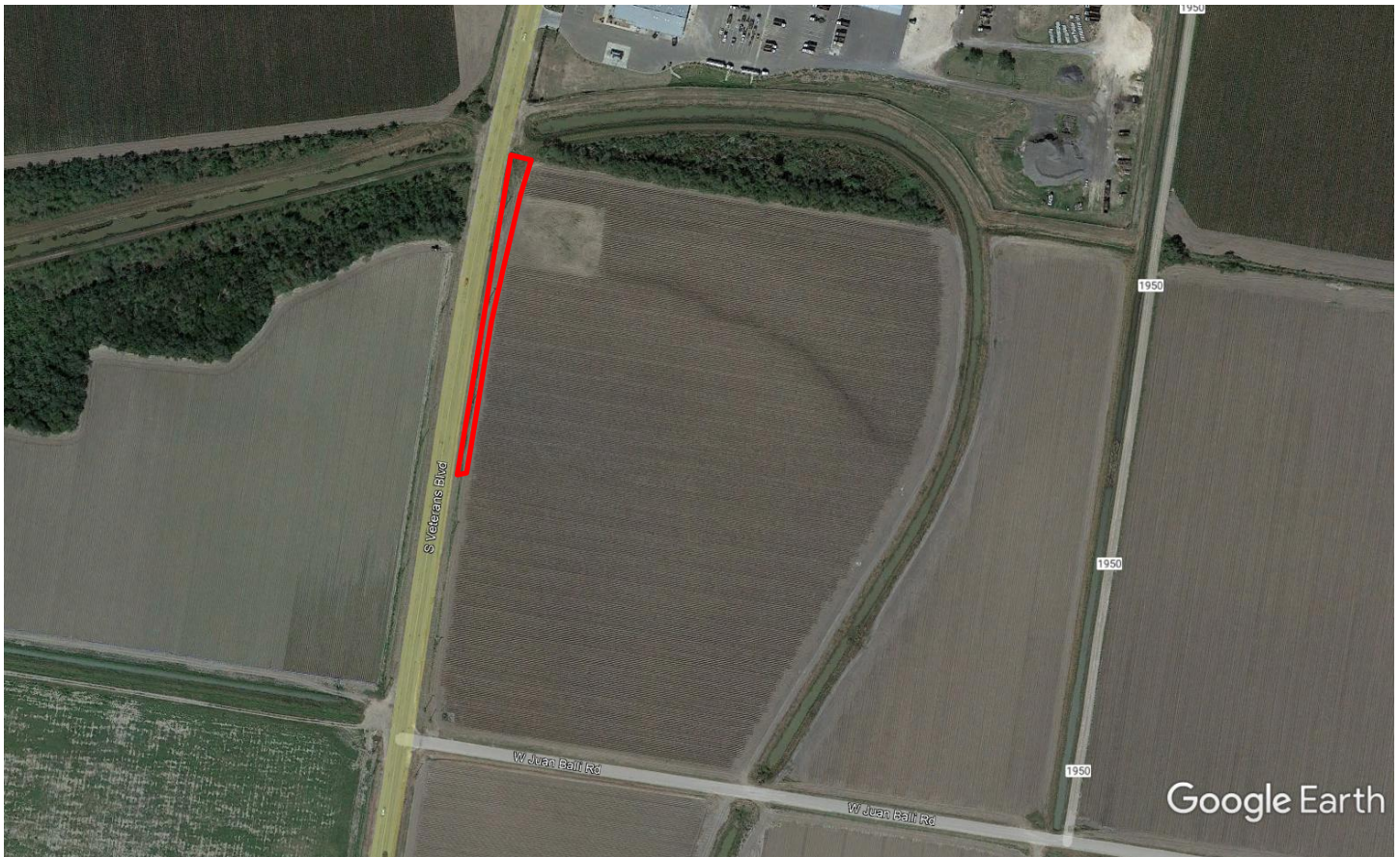
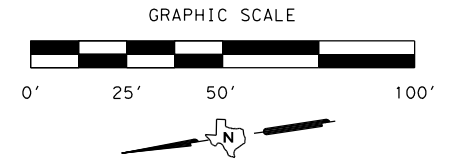
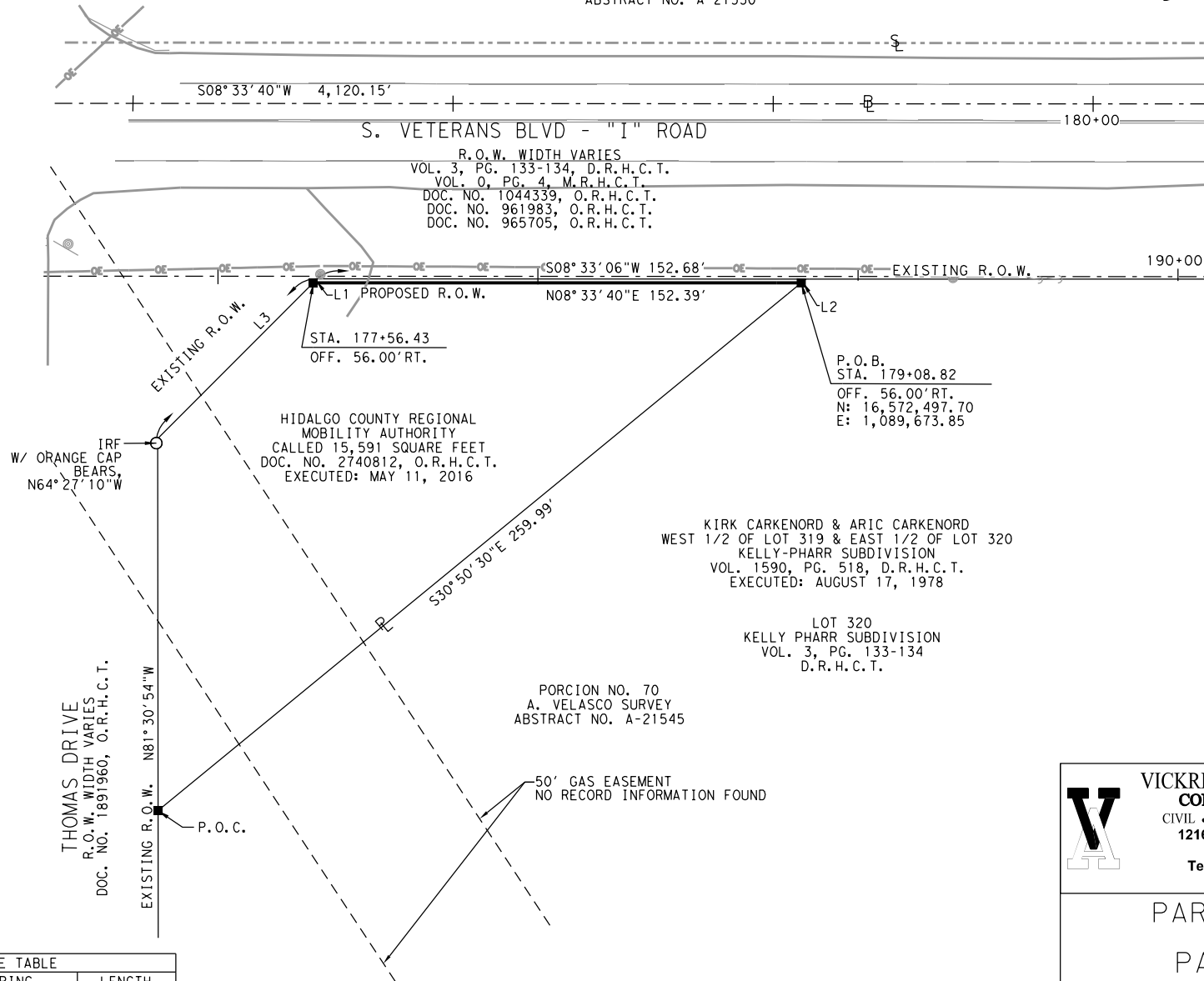


EXHIBIT B



PORCION NO. 71
N. CABAZOS SURVEY
ABSTRACT NO. A-21530



LINE TABLE		
LINE	BEARING	LENGTH
L1	S36°28'55"E	1.67'
L2	N30°50'30"W	1.91'
L3	S36°28'55"E	70.54'

V VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
1216 E. Jasmine Ave. Suite C
McALLEN, TX 78501
Telephone: (956) 340-0045
TBPELS #10194512 ©2022

PARCEL PLAT
SHOWING
PARCEL 2

NOLANA OUTFALL
HIDALGO COUNTY
MAY, 2022

EXHIBIT C

PART TO BE ACQUIRED

The part to be acquired consist of 0.0112-acres (488-square feet) of land located at the eastern portion of the whole property. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.

Depth of Acquisition	1.91' Lineal Feet (North
Length of Acquisition	421.27' Lineal Feet
Distance From Residence:	N/A

No items were found to be located within the part to be acquired



EXHIBIT D

PART TO BE ACQUIRED

The part to be acquired consist of 0.9485-acres (41,316-square feet) of land located along the west side of I Road in-between Dicker Road and Las Milpas Road. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.



EXHIBIT E

PART TO BE ACQUIRED

The part to be acquired consist of 0.6076-acres (26,470-square feet), consisting of Part 1 0.2526-acres and part 2 0.3550-acres. The proposed acquisition is to be located along the north and south side of an existing Irrigation District No. 2 open canal. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements (if any) located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements (if any) located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.



EXHIBIT F

PART TO BE ACQUIRED

The part to be acquired consist of 0.2581-acres (11,244-square feet) of land located at the eastern portion of the whole property. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements (if any) located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements (if any) located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.

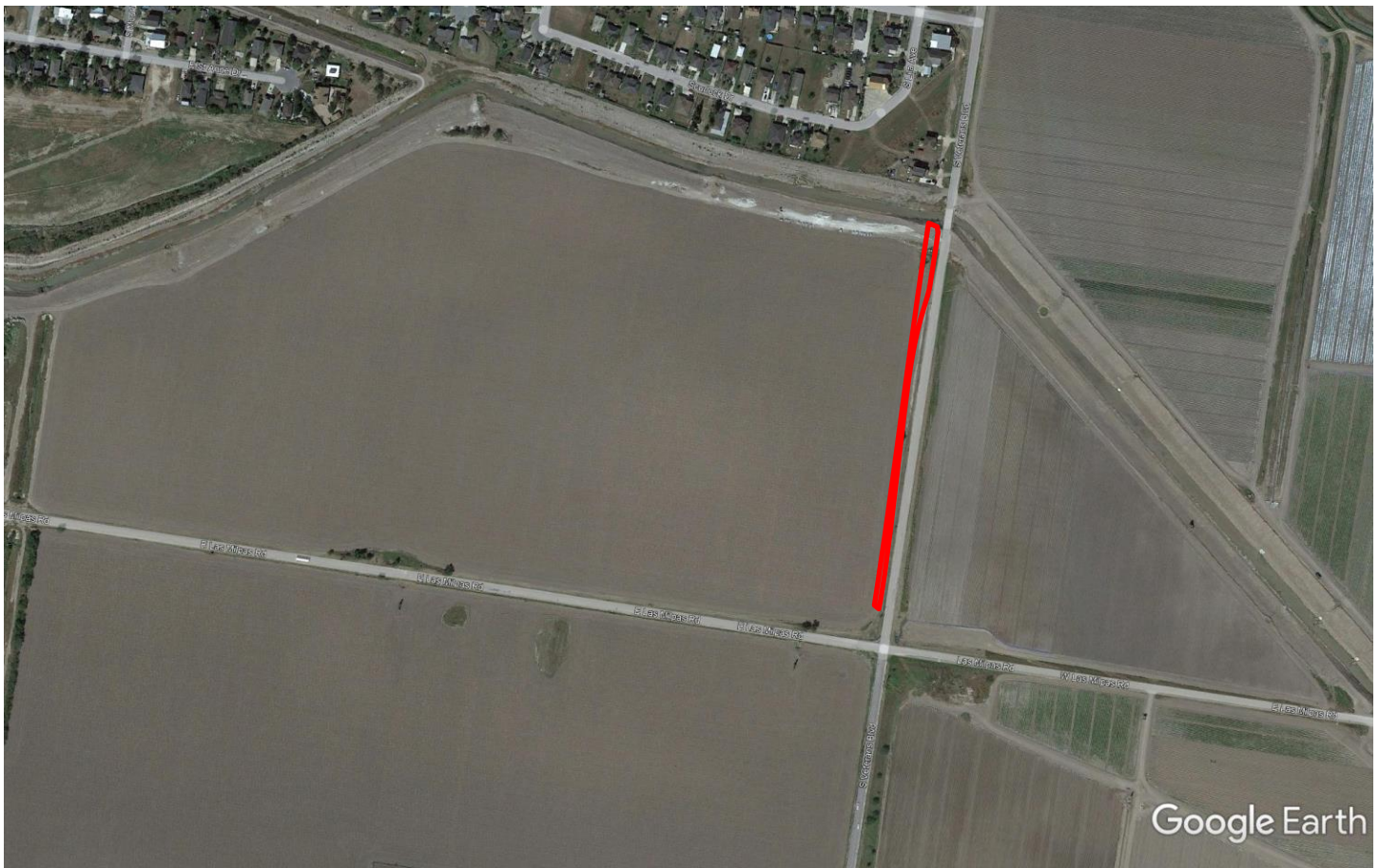


EXHIBIT G

PART TO BE ACQUIRED

The part to be acquired consist of 0.4093-acres (17,831-square feet) separated into Part 1 and Part 2. Part 1 is located in-between Las Milpas Road and Anaya Road and consists of 0.1793-acres, with Part 2 located in-between Anaya Road and Hi-Line Road consisting of 0.2300-acres. The proposed acquisition is located along the east side of Veterans Road (I Road) between Las Milpas Road and Hi-Line Road along the western portion of the subject property. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.



EXHIBIT H

PART TO BE ACQUIRED

The part to be acquired consist of 0.1275-acres (5,556-square feet) of land located along the east side of Veterans Road (I Road) and the north side of Military Highway. The valuation of the part to be acquired shall consist of the land value plus any site or structural improvements (if any) located on the property defined by survey. The unit rate utilized in the determination of market value shall be a pro-rata part of the whole. The improvements (if any) located within the acquisition are valued based on the current depreciated value. In order to determine the unit market value of the part to be acquired, the sales comparison approach “as vacant” is utilized to determine the land value. Once completed, the appraiser shall utilize the determined unit rate for the pro-rata valuation and include any compensable structural and/or site improvements located within the acquisition area. During the analysis of the unit rate, the appraiser has been instructed by jurisdictional exception to disregard any decreases or increases in the market value that are directly caused by the proposed public improvement, also known as “project influence”. This is applied to the valuation of the whole property, part to be acquired and the remainder before the acquisition. In the remainder after scenario, the determination of market value must consider the effect of the proposed acquisition on the remainder, in order to determine if any damages (diminution in value) would incur, as required by State Law. Any utilities that are affected by the part to be acquired shall be relocated during construction and therefore, shall not be included as a compensable item.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: November 3, 2022

MEETING DATE: November 7, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

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

Classification: Regular

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

Issue: The city budgeted to finance a total of \$620,000 for capital equipment. Closing of the Leasing is expected around January 2023, and capital items are already in need and in the process of purchasing, we need this resolution to reimburse the City once the deal is closed with a financing company.

Fiscal Consideration: n/a

Staff Recommendation: To approve

Alternatives: Not to Approve

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 11/3/2022

Approved - 11/3/2022

Approved - 11/3/2022

Final Approval - 11/4/2022

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR, TEXAS

§§§

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

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

PASSED, APPROVED AND RESOLVED this the 7th of November of 2022.

CITY OF PHARR, TEXAS

MAYOR AMBROSIO HERNANDEZ, MD.

ATTEST:

City Secretary



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 1, 2022

MEETING DATE: November 7, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on the purchase of seven (7) Mobile Data Terminals for use by the Fire Department on front line fire apparatus from GTS Technology Solutions out of Austin, TX utilizing Texas Department of Information Resources (DIR) Cooperative Purchasing Contract in the amount of \$81,711.22. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Fire Department (FD) needs to update the mobile data terminals (MDT) in seven (7) front line fire apparatus. The MDTs are utilized to transmit real- time information to responding fire apparatus such as call location, responding units, call notes, patient status, pre-fire plans, fire hydrant locations, hazardous materials, utility locations, fire department connections, special conditions and other information that is pertinent prior to arrival at an emergency scene.

The FD is the recipient of a grant from the Governors's Office of Homeland Security for FD Border Security Enhancement in the amount of \$78,735.25. These funds will be utilized to pay for the purchase of the hardware for the installation of the MDTs in four (4) Engine Companies, two (2) Heavy Rescues and the Battalion Chief's unit. (PROJECT# 2223-01-515-P005-001)

Fiscal Consideration: \$78,735.25 will be funded by a grant, with the remaining \$2,975.97 funded by the FD's FY 2022-2023 Budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the purchase of seven (7) Mobile Data Terminals from GTS Technology Solutions utilizing DIR Cooperative Purchasing Contract in the amount of \$81,711.22.

Alternatives: Defer the purchase of the MDTs.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Ignacio Amezcua

Created/Initiated - 11/1/2022
Approved - 11/1/2022

Cynthia Garza
Patricia Rigney
Karla Saavedra
City Management Office

Approved - 11/1/2022
Approved - 11/2/2022
Approved - 11/3/2022
Final Approval - 11/4/2022



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0088946
Date: 11/1/2022
Delivery Date:
Expire Date: 12/1/2022
Customer ID: TXNEWC120001
Sales Contact: Jonathan Wey

QUOTE FOR:			SHIP TO:			
GTS Technology Solutions			GTS Technology Solutions			
CUSTOMER P.O. NO.		TERMS	SALES REP			
City of Pharr - R1900		Net 30 Days	Tanner Funke			
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	CF-33RZ-ODKM: Panasonic: CF-33 Toughbook	DIR-TSO-4025	7.00	EACH	\$4,059.00	\$28,413.00
	NOTE: Public Sector Specific, Win10 Pro (Win11 DG), Intel Core i5-10310U 1.7GHz vPro (4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Infrared Webcam, 8MP Rear Camera, Contactless Smartcard, Barcode, Standard Batteries (2), TPM 2.0, Flat, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCBIOS1 - Custom BIOS, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only PS/EDU/SLG Bundle SKU Only					
	MSRP \$5760.00					
2	CF-SVCP5Y5: PANASONIC : 4th and 5th years Public Safety Service Bundle Add on (Year 4 & 5 only). Must be purchased in conjunction with PS bundle base unit.	DIR-TSO-4025	7.00	EACH	\$625.00	\$4,375.00
	NOTE: MSRP \$645.00					
3	DS-PAN-1112-2: Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply	DIR-TSO-4025	7.00	EACH	\$947.89	\$6,635.23
	NOTE: MSRP \$1608.07					
4	CF-VEK333LMP: PANASONIC : Premium Keyboard for CF-33 Mk1, Mk2.	DIR-TSO-4025	7.00	EACH	\$570.00	\$3,990.00
	NOTE: MSRP \$670.00					
5	PKG-PSM-3003: 2021-2022 Chevrolet Tahoe, 2019-2022 Silverado & GMC Sierra 1500 Premium Passenger Side Mount Package	DIR-CPO-4751	1.00	EACH	\$443.70	\$443.70
	NOTE: 2022 Chevy 2500					
	MSRP \$752.04					
6	C-HDM-134: Havis fixed Adapter Plate Short: Universal	DIR-CPO-4751	6.00	EACH	\$54.52	\$327.12
	NOTE: Fire Apparatuses					
	MSRP \$92.40					
7	C-MD-112: 11" Slide Out Locking Swing Arm with Motion Adapter	DIR-CPO-4751	6.00	EACH	\$205.95	\$1,235.70
	NOTE: Fire Apparatuses					
	MSRP \$349.07					

Continued...



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0088946
 Date: 11/1/2022
 Delivery Date:
 Expire Date: 12/1/2022
 Customer ID: TXNEWC120001
 Sales Contact: Jonathan Wey

QUOTE FOR:			SHIP TO:			
GTS Technology Solutions			GTS Technology Solutions			
CUSTOMER P.O. NO.		TERMS		SALES REP		
City of Pharr - R1900		Net 30 Days		Tanner Funke		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
8	MB05-19005GB-GA: CRADLEPOINT INC : 5-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, NOTE: MSRP \$2999.00	DIR-CPO-4751	7.00	EACH	\$2,249.25	\$15,744.75
9	MB-RX30-MC: CRADLEPOINT INC : R1900 Managed Accessory - Modem and Switch NOTE: MSRP \$225.00	DIR-CPO-4751	7.00	EACH	\$185.56	\$1,298.92
10	MA-MC400-1200M-B: LTE Advanced Pro (1200Mbps) modem upgrade for Mobile. Includes IBR1700 & COR Dock doors, no antennas NOTE: MSRP \$708.00	DIR-CPO-4751	7.00	EACH	\$530.89	\$3,716.23
11	GP-IN2679: 8-in-1 Sharkfin Kit - GPSD4-6-60-T + Fitted C29/C32 5m Cables - Blk NOTE: MSRP \$604.87	DIR-CPO-4751	1.00	EACH	\$423.41	\$423.41
12	GPSD4-6-60-T: 4G/5G 4x4 MIMO Sharkfin Antenna 3x WIFI 3x SMA(f) NOTE: MSRP \$415.8	DIR-CPO-4751	6.00	EACH	\$242.56	\$1,455.36
13	C29FR-FP-10SP-GNSS: FME(m)-SMA(m) 10m CS9 FR- GNSS Labels NOTE: MSRP \$48.99	DIR-CPO-4751	6.00	EACH	\$34.29	\$205.74
14	C32SP-10SJ: 10m CS32 CABLE ASSY SMA(m) - SMA(f) NOTE: MSRP \$252.00	DIR-CPO-4751	24.00	EACH	\$36.76	\$882.24
15	C32SP-10SMARV: Panorama 10m CS32 CABLE SMA(m) -SMA(m) RP NOTE: MSRP \$54.29	DIR-CPO-4751	18.00	EACH	\$38.00	\$684.00
16	FI-IN2682: 4-IN-1 Sharkfin Kit - FIND4-6-60 + Fitted C32 5m Cables - Blk NOTE: MSRP \$403.12	DIR-CPO-4751	1.00	EACH	\$282.18	\$282.18
17	FIND4-6-60: 4G/5G 4x4 MIMO Sharkfin Ant. - Black NOTE: MSRP \$274.05	DIR-CPO-4751	6.00	EACH	\$191.84	\$1,151.04
18	C32SP-10SJ: 10m CS32 CABLE ASSY SMA(m) - SMA(f) NOTE: MSRP \$54.29	DIR-CPO-4751	24.00	EACH	\$36.76	\$882.24

Continued...

Page: 2 of 3



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0088946
Date: 11/1/2022
Delivery Date:
Expire Date: 12/1/2022
Customer ID: TXNEWC120001
Sales Contact: Jonathan Wey

QUOTE FOR:			SHIP TO:			
GTS Technology Solutions			GTS Technology Solutions			

19	SERVICES: DEPLOYMENT CLIENT SE: Installation of Toughbook, Dock and Mounting Hardware, Cradlepoints and Antennas as outlined in SOW NOTE: * Price includes insertion of customer provided SIM cards and configuration of R1900s.	DIR-CPO-4754	7.00	EACH	\$1,366.48	\$9,565.36
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**OPTIONAL

Total Weight (EACH):	0	Sales Total:	\$81,711.22
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$81,711.22



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 3, 2022

MEETING DATE: November 7, 2022

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action if any, on the purchase of a City-Wide Pavement Assessment from H2O Partners from Austin, TX through HGACBuy contract No. HP08-21 in the amount of \$67,962.00. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The Engineering Department is requesting this purchase to assess the state of the city streets.

Fiscal Consideration: \$67,962.00

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to not perform the Pavement Assessment.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro

Created/Initiated - 11/3/2022

Ruben Alfaro

Approved - 11/3/2022

Maria Rangel

Approved - 11/4/2022

Karla Saavedra

Approved - 11/4/2022

Patricia Rigney

Approved - 11/4/2022

City Management Office

New -



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: HP08-21

Date Prepared: 1/21/2022

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	City of Pharr, Texas	Contractor:	H2O Partners
Contact Person:	Ruben Alfaro, PE	Prepared By:	Melissa Trent
Phone:	(956) 402-4221	Phone:	512-740-5014
Fax:		Fax:	
Email:	ruben.alfaro@pharr-tx.gov	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
------------------------------------	--

General Description of Product:	
--	--

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification, Field Set-up, GPS Network Creation & Mobilization (lump sum)	5750	5750
288	Collect Street Network (test mile)* (local roads one pass, arterials/collectors 2 pass)	80	23040
288	Pavement Condition Index - Modified ASTM D6433 AI with 100% rating (PCI) (test mile)*	40	11520
221	Pavement Widths (centerline miles)	12	2652
1	Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	25000	25000
	Based on 100% coverage of lanes driven*		
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: 67962

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Subtotal C:	0

Delivery Date:	D. Total Purchase Price (A+B+C): 67962
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: October 21, 2022

MEETING DATE: November 7, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Service Agreement with the Deaf and Hard of Hearing Center for Sign Language interpreting services. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The Deaf and Hard of Hearing Center will be providing American Sign Language interpreters and Trilingual Interpreters for classes, meetings, and other interactions with residents who are deaf, hard of hearing, and low vision or deaf/blind.

The Corpus Christi Area Council for the Deaf, Inc., d/b/a The Deaf and Hard of Hearing Center, is a 501 (c)(3) nonprofit organization that has been providing quality interpreting services since 1978. Their services comply with the Americans with Disabilities Act (ADA) and provide and assign the most qualified interpreters available, based on the situation and the consumer's needs and preferences.

The contract is a one-calendar-year term and will expire December 31, 2022. Services will be on an as needed basis and will be billed accordingly.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 10/21/2022
Approved - 10/24/2022
Approved - 11/2/2022
Final Approval - 11/4/2022

Service Agreement and Policies

The Deaf and Hard of Hearing Center (DHHC), the Agency, has been providing quality interpreting services since 1978. As the area's oldest and largest provider, we are proud to offer American Sign Language interpreters, and Trilingual Interpreters for classes, meetings, legal, medical, and other interactions with consumers who are Deaf, Hard of Hearing, and low vision or Deaf/Blind. We look forward to providing services in partnership with your entity.

The Corpus Christi Area Council for the Deaf, Inc., dba: The Deaf and Hard of Hearing Center, a 501(c) (3) nonprofit organization and [] (your entity's name) enter into the following terms of service and policies for communication access services from the day you sign this contract until **December 31, 2022**.

The Deaf and Hard of Hearing Center will:

- Assist the Entity in complying with the Americans with Disabilities Act (ADA) and other legal obligations to provide communication access.
- Provide and assign the most qualified interpreter available, based on the situation and the consumer's needs and preferences.
- Ensure that all interpreters:
 - Adhere to interpreter professional standards and codes of conduct.
 - Follow state and federal laws and the U.S. Equal Employment Opportunity Commission's Guidelines.
 - Undergo a screening that demonstrates that they are capable of providing effective communication.
- Serve as a resource for your questions/concerns and listen to your feedback to improve our services.
- Inform you if we are unable to fill any requests.
- Book a request only when contact by the billed entity.

The Deaf and Hard of Hearing Center asks the **Entity** to the extent allowed by law, to place requests for communication services with as much notice as possible. Further, the **Entity** agrees to place all requests directly with **DHHC** and not through consumers or interpreters. The **Entity** will:

- Provide pertinent information regarding the assignment and consumer information such as: name, time, date, location, time that you will be booking the interpreter, and nature of the assignment. Any changes in information such as; time changes, cancellation, reschedule, etc., should be made as soon as possible by contacting The Deaf and Hard of Hearing Center at **(866) 993-1154 – Opt. 1**.
- Provide access like parking permits/access
- Use the interpreter/s only for their intended purpose: communication access and cultural mediation. Note that interpreter will convey *all* communication heard or seen. Interpreter/s do not provide opinions, advice, etc., nor do interpreter/s run errands or escort clients.
- Contact the DHHC directly if the appointment is cancelled or rescheduled.
- Agree not to approach directly or indirectly any of DHHC's interpreter/s in an effort to perform contracted services similar to those provided by DHHC during the term of this agreement. It is prohibited to request personal information from interpreter/s, such as their telephone number, address, e-mail, etc.

Language Considerations

- Depending on the booked assignment, The Deaf and Hard of Hearing Center may send a team of interpreters. The Entity will be informed prior to confirming the booking. The following will be taken into consideration when determining a team of interpreters:
 - As a general rule of thumb, assignments **two hours and over**, require **two** interpreters. The setting, topic, duration, and complexity of the assignment are all factors that may require this team of interpreters. Team interpreting is used to prevent interpreters from injuring themselves due to the constant strain of interpreting and/or to ensure the accuracy of the message through checks and balances, allowing the team to provide support and feedback to each other.
 - DHHC may also provide a Deaf Interpreter that may be required to team with the assigned interpreter. In the event a consumer has limited communication abilities (e.g. Home Sign); a Deaf Interpreter is a specialist who provides interpreting, translation, and transliteration services in American Sign Language and other visual and tactile communication forms used by individuals who are Deaf, hard-of-hearing, and Deaf-Blind. The rates below will apply to the cost for **both** interpreters individually.

Communication Fee Schedule and Payment Information

- All appointments are billed with a **two-hour minimum**. This includes a one-hour service minimum and a one-hour administrative fee.
 - The one-hour administrative fee includes the interpreter's in-town travel fee as well as the office resources needed to book your request.
- In the event the interpreter must travel **out of town** a distance greater than 60 miles round trip from their verified residence, the entity will be billed for the time traveled in lieu of the administrative fee. This is calculated at one minute per mile traveled. For example: If an interpreter travels 90 miles round trip, the entity is charged 90 minutes (1.5 hours).
- When an interpreter is booked for more than one hour of service, the **entire time booked** is billed/charged **plus** the administrative fee. Once the interpreter has committed their schedule to the request, the entity is responsible for paying for the entire time booked, regardless of the actual end time, with the following exceptions.
 - The requesting entity may reduce the time booked up to 24 hours in advance of the appointment without penalty.
- Appointments which extend past the time booked (with a 5-minute grace period) are billed in additional 15-minute increments.
- Splits in time: If an assignment is booked during a time that occurs during both regular and afterhours hours, the Entity will pay for the corresponding rate during each period if it surpasses 30 minutes. For example: If an assignment is booked from 4:30p.m. - 7:00p.m. The entity will be charged .5 hours (30 minutes) of regular rate (\$60/hour), two hours at the afterhours rate (\$65/hour), and the administrative fee. The administrative fee will take on the rate of the longer time. In this scenario, the administrative fee would be charged at afterhours rate (\$65/hour).
- If an assignment is **cancelled for any reason with less than 24-hours' notice**, the Entity will be **billed for the entire booked time**.
- No-Shows: The interpreter is required to wait 30 minutes for each assignment at the scheduled start time. After 30 minutes, if the consumer does not arrive, the interpreter will assume a no-show status, will inform the entity representative on site of the 30-minute lapse, request a signature, and depart. The requesting Entity will still be billed/charged for this booking.
- If the consumer is late to an assignment of more than 30 minutes, the interpreter is not required to stay, and the Entity will be billed for the time booked.
- The requesting Entity will not be billed for services cancelled due to a natural disaster such as a hurricane, tornado, extreme inclement weather, etc.

Rate Schedule

Service Type	Regular Business Hours*	Afterhours**	Less than 24 hours request & Emergency	Holiday
Interpreting ASL/English	\$60	\$65	\$75	\$85
Trilingual Spanish/English/ASL	\$65	\$70	\$80	\$90
Legal Interpreting ASL/English	\$100	\$120	\$150	\$170
Tactile	\$65	\$70	\$80	\$90
Deaf Interpreting	\$60	\$65	\$75	\$85
CART***	\$110	\$120	\$130	\$150
Voice to Text***	\$55	\$65	\$75	\$85
Spanish Translation***	\$30	\$35	\$45	\$55

* Regular Business hours are defined as any assignment Monday - Friday 8:00am to 5:00pm

** Afterhours are defined as any assignment 5:01 pm to 7:59 am, all day Saturday and/or Sunday, scheduled with more than 24 hours.

*** Since these services are limited in our local area, these services are dependent upon availability of these services.

Recognized Holidays Include:

- New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Weekend (Wed-Sat), Christmas Eve, and Christmas Day.

Payment for Services:

- A Check or Money Order with **no additional fee.**
 - The check/money order can be made to:
The Deaf and Hard of Hearing Center
5151 McArdle Road
Corpus Christi, Texas 78411
- Direct Deposit (ACH) with **no additional fee.** Please request this form from our accounting department at accounting@deafhhcenter.org.
- Cash App - \$deafhhcenter - **No additional fee.**
- Over the phone by using a credit or debit card with a **3.5% additional service fee.**

Late Fees:

- All payments should be paid to DHHC for communication services within 30 days of the date of the invoices.

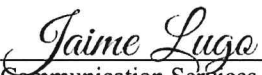
- If not, a 5% in late fee charges will be assessed for all payments not made within 45 days of the invoice date, and again after each month until invoice is paid.
- If your Entity is in arrears more than 90 days without payment arrangements, we will consider your account in default. This will result in sending your account to a collection agency. **In the event of a default, the debtor will be responsible for all collection costs and legal expenses.**

To request services for your deaf or hard of hearing consumers, you may:

- Call the office at (866) 993-1154 Opt. 1.
- Email Requests to commdept@deafhhcenter.org.
- Fax requests to (361) 993-4271.
- Schedule using the online Interpreter Request Form located at <https://deafhhcenter.org/programs-services/request-interpreting-services/>.

If you have any questions, please contact the Communication Services Director or the Executive Director. The signatures below confirm that both parties **understand and will comply** with the terms of this Service Agreement.

Entity Name Are you the person responsible for receiving and paying for invoices? If yes, please provide the following: Email Address Phone Number If no, please provide Person of Contact: Printed Name E-Mail Address Phone Number How do you wish to receive your invoices? ☐ E-Mail ☐ Hardcopy ☐ Both Representative/Entity's Signature Printed Name Date
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 _____ Communication Services Director Signature Jaime Lugo Printed Name January 3, 2022 Date The Deaf and Hard of Hearing Center Agency Name Jaime Lugo Contact Person (866) 993-1151 Opt. 1 Phone Number (361) 993-4271 Fax Number commdept@deafhhcenter.org E-Mail Address Interpreting Services Agency Address: The Deaf and Hard of Hearing Center 5151 McArdle Road Corpus Christi, Texas 78411



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: October 26, 2022

MEETING DATE: November 7, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, authorizing Pharr Police Department to enter into a State and Local HIDTA Task Force Agreement with the Drug Enforcement Agency. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: This department is seeking to enter into a Cooperative State and Local Task Force Agreement with the Drug Enforcement Agency. Entering into this agreement, the Pharr Police Department will assign a Pharr Police Officer to the task force which concentrates on disrupting illicit drug trafficking, to include undercover operations. The assignment to the Drug Enforcement Agency allows increased levels of intelligence on drug trafficking in and around the City of Pharr, allows for a force multiplier when handling narcotic related crimes and to include drug seizures adopted by this department at our international bridge. **This item supports SSC - Safe and Secure Community.**

Fiscal Consideration: The City of Pharr will compensate an assignment of (1) officers through city funds for salary and benefits. The D.E.A. Task Force will provide funding for overtime, office space and training while assigned to the task force.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve the request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Karla Saavedra
Cynthia Garza
City Management Office
Patricia Rigney

Created/Initiated - 10/26/2022
Approved - 10/26/2022
Approved - 11/3/2022
Approved - 11/4/2022
Approved - 11/4/2022
Final Approval - 11/4/2022

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pharr Police Department (hereinafter "parent agency"), ORI Number TX1081100. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the parent agency agrees to detail one experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the McAllen Task Force, DEA will assign 40 Special Agents to the Task Force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, HIDTA will provide funding to support the activities of DEA Special Agents, parent agency officer(s), and other specified employees (if any). This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the McAllen Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of annually appropriated funds, may reimburse the parent agency for overtime payments. Annual overtime for each parent agency officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the parent agency officer(s) who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each parent agency officer(s), and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.

10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Daniel C. Comeaux
Special Agent in Charge

Date: _____

For the Pharr Police Department:

Juan F. Gonzalez
Acting Chief of Police

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (State and Local Agency Name and Address)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

**PROGRAM FUNDED
STATE AND LOCAL TASK FORCE AGREEMENT**

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pharr Police Department (hereinafter "parent agency"), ORI Number TX1081100. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the parent agency agrees to detail one experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the assigned parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the McAllen Task Force, DEA will assign 40 Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officer(s). DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the McAllen Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is sooner.

10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing programs or projects funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Daniel C. Comeaux
Special Agent in Charge

Date: _____

For the Pharr Police Department:

Juan F. Gonzalez
Acting Chief of Police

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (State and Local Agency Name and Address)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

PROVISIONAL STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Pharr Police Department (hereinafter "parent agency"), ORI Number TX1081100. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen Task Force, the parent agency agrees to detail one experienced officer(s) to the McAllen Task Force for a period of not less than two years. During this period of assignment, the parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the McAllen Task Force, DEA will assign 40 Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all

requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task Force is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred during the term of this agreement.

For the Drug Enforcement Administration:

_____ Daniel C. Comeaux Special Agent in Charge	Date: _____
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For the Pharr Police Department:

_____ Juan F. Gonzalez Acting Chief of Police	Date: _____
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: October 27, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract to generate chlorine dioxide, to purchase sodium chlorite, and to lease new equipment with EVOQUA Water Technologies out of Sarasota, FL. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Contract extension with EVOQUA Water Technologies for Item#1 - Service Contract to Generate Chlorine Dioxide, Item #2 - Supply Contract for Purchase and Delivery of Sodium Chlorite, and Item #3 - Lease of New Equipment (Year 3 of 3) (Project # 1920-60-583-SP006-054)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the current contract with EVOQUA Water Technologies from Sarasota, FL for an additional year with the agreed pricing. This is the last extension.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Ruben Rosales

Patricia Rigney

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 10/27/2022

Approved - 10/27/2022

Approved - 11/2/2022

Approved - 11/2/2022

Approved - 11/3/2022

Approved - 11/4/2022

Final Approval - 11/4/2022

FINAL EXTENSION OF AGREEMENT
ITEM 1 - SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE
ITEM 2 - SUPPLY PURCHASE AND DELIVERY OF SODIUM CHLORITE
ITEM 3 - LEASE OF PURCHASE AND INSTALLATION OF NEW EQUIPMENT

THIS FINAL EXTENSION OF AGREEMENT FOR THE SERVICE TO GENERATE CHLORINE DIOXIDE, PURCHASE & DELIVERY OF SODIUM CHLORITE AND PURCHASE AND INSTALLATION OF NEW EQUIPMENT, made and entered into the _____ day of NOVEMBER, 2022 by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Evoqua Technologies, LLC.** hereinafter referred to as "CONTRACTOR" and having its principal place of business at **2560 Tallevast Road. Sarasota, FL 34243**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **the service to generate Chlorine Dioxide, Purchase & Delivery of Sodium Chlorite, and the Purchase and Installation of new equipment**, dated, **November 17, 2020**, by which CONTRACTOR serves as the primary vendor to provide the listed services to the CITY on an as-needed basis pursuant to Bid numbered; **PROJECT# 1920-60-582-SP006-054;** and

WHEREAS, the current term expires on **November 17, 2022;** and

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) final additional year.

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

1. Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **thereof until November 17, 2023.** This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the service to generate Chlorine Dioxide, Purchase & Delivery of Sodium Chlorite, and the Purchase and Installation of new equipment has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this _ day of _____, 20__ by **Evoqua Technologies, LLC.**

Evoqua Technologies, LLC.

By: _____

Title

Witness

Print Name

August 30, 2022

Ignacio Amezcua, MBA
Purchasing Director
City of Pharr
118 S. Cage Blvd., 2nd floor
Pharr, TX 78577
Mobile: (956) 530-7186
Email: Ignacio.amezcua@pharr-tx.gov

**RE: 2022 CHLORINE DIOXIDE GENERATION CONTRACT
SECOND YEAR OPTION TO RENEW
CITY OF PHARR, TX
Ref. Project #2021-60-582-SP006-054
Evoqua Quote No. Q220829SB1**

Dear Mr. Amezcua:

Evoqua Water Technologies greatly appreciates your business and the opportunity to continue working with the City of Pharr. Evoqua wants to continue this relationship as partners whereby the City of Pharr and Evoqua work together to deliver the most efficient, cost effective and sustainable program possible.

As you are probably aware, over the past year, our costs have increased significantly making it unsustainable for us to continue your contract at the current pricing. As justification for this increase, please see the following table:

Producer Price Index	Commodity Code	Index		Increase
		July 2021	July 2022	
General Freight Trucking	PCU4841--4841	172.697	214.0	23.9%
Inorganic Chemical Mfg.	PCU32518-32518	295.915	403.812	36.5%

Per our proposal dated October 8, 2020, we respectively request a contract extension to all three items in the Project #2021-60-582-SP006-054. The pricing for the upcoming period, effective 11/17/2022 to 11/16/2023, will be as shown below:

ITEM No	SERVICE / SUPPLY DESCRIPTION	COST	COST
1	SERVICE CONTRACT	MONTHLY FEE: \$2,070	ANNUAL FEE: \$24,840
2	SUPPLY CONTRACT – SODIUM CHLORITE	EST. QTY: 200,000 LBS	UNIT PRICE PER LB: \$0.687
3	LEASE – P&I OF NEW EQUIPMENT	MONTHLY FEE: \$2,185	ANNUAL FEE: \$26,220

All other terms and conditions remain unchanged per the original Project #2021-60-582-SP006-054. Prices do not include any applicable taxes.

PLEASE NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-fags>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions in odor and corrosion control. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (337) 247-6407 or via email at david.broach@evoqua.com. We look forward to providing "Best in Class" service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Mitch Broach

Mitch Broach
Technical Sales Representative

**RE: 2022 CHLORINE DIOXIDE GENERATION CONTRACT
SECOND YEAR OPTION TO RENEW
CITY OF PHARR, TX
Ref. Project #2021-60-582-SP006-054
Evoqua Quote No. Q220829SB1**

ACCEPTANCE OF PROPOSAL

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Accepted by: _____

This _____ day of _____ Year _____

By: _____

Title: _____

Company: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: October 27, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Fleetcor Technologies Operating Company, LLC. - Fuelman from Atlanta, GA for Fuel Card Services utilizing Omnia Partners contract # R211101. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Service contract with Fleetcor Technologies Operating Company, LLC - Fuelman for City Wide Fuel card services through Omnia Partners.
(Project #2223-01-513-S010-001)

Fiscal Consideration: estimated \$800,000.00

Staff Recommendation: Staff recommends to enter into agreement with Fleetcor Technologies - Fuelman for Fuel card services.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 10/27/2022
Approved - 10/27/2022
Approved - 10/27/2022
Approved - 11/3/2022
Approved - 11/4/2022
Final Approval - 11/4/2022

CO-OPERATIVE “PIGGY-BACK” AGREEMENT
Fuel Card Services and Related Products

This Co-Operative “Piggy-Back” Agreement for Fuel Card Services and Related Products (the “Agreement”) is made by and between **FleetCor Technologies Operating Company, LLC** (herein “FleetCor”), with headquarters located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305 and **the City of Pharr, Texas** (herein “Customer”), with primary offices located at 118 S. Cage Blvd., Pharr, Texas 78577. This Agreement replaces any prior agreement in place between the parties hereto as to the relationship of the parties effective _____ (the “Effective Date”).

RECITALS

WHEREAS, Customer is a municipal entity which has been created by the State of Texas and is a public body, subdivision of the State of Texas;

WHEREAS, Customer desires that FleetCor provide Consigned Fuel Supply Products (“Products”) and perform Fuel Card Services (the “Services”), and FleetCor desires to provide such Products and perform Services as hereafter defined;

WHEREAS, as set forth herein, Customer and FleetCor have negotiated and agreed to terms regarding the above referenced Products and Services; and,

WHEREAS, this Agreement has also been established in accordance with the terms and conditions as defined under the publicly advertised RFP #21-11 for Fuel Card Services and Related Products, and awarded Contract #R211101 by and between Region 4 Education Service Center (“Region 4 ESC”) and FleetCor. Furthermore, Region 4 ESC is the principal procurement agency for OMNIA Partners under Master Intergovernmental Cooperative Purchasing Agreement, which offers Contract #R211101 to Participating Public Agencies nationwide through OMNIA Partners. FleetCor’s RFP Response/Proposal for Region 4 ESC RFP #21-11 submitted on August 24, 2021 (herein “RFP Response/Proposal”) is a part of Contract # R211101 and together form the basis for the contract for Fuel Card Services and Related Products (herein the “Region 4 ESC/OMNIA Partners Contract #R211101”) awarded to FleetCor, to the extent such terms are not specific to OMNIA Partners or Region 4 ESC and except as modified hereby.

WHEREAS, Customer has registered to participate in the cooperative purchasing program administered by OMNIA Partners by either registering on the OMNIA Partners website or by executing a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

NOW THEREFORE, for valuable consideration, FleetCor and Customer agree to the foregoing Recitals and further agree as follows:

Article 1. Statement of Work.

(a) FleetCor shall:

(i) Furnish all labor, materials, products and supervision to perform and complete all work as specified in this Agreement, and in strict accordance with those documents and items set forth in Article 13;

(ii) Provide Customer fuel and/or optional maintenance purchasing and fleet reporting services for the term stated herein; and,

(b) Customer shall

(i) Acquire fuel and receive reporting of fuel usage from FleetCor through the use of the Fuelman Fleet Purchasing Card (magnetic stripe fleet credit cards, with each a “Card”) at card acceptance locations made available by FleetCor.

(ii) Utilize Fuelman purchase controls, reporting and the online account management system provided by FleetCor to manage its fleet of vehicles, drivers and fueling activity.

Article 2 Contract Price. Customer and FleetCor agree to the pricing structure as specified in Region 4 ESC/OMNIA Partners Contract #R211101 which has been further defined and included below for convenience purposes.

Article 2.1 OPIS Based Cost-Plus Pricing of Diesel and Gasoline at OFF-SITE/RETAIL. The FleetCor service fee (mark-ups) for **Bi-Weekly Billing, Net 14 Day** terms under the RFP Response are herein described and listed for Off-Site/Retail fuel. Except for pricing exceptions at Extended Network locations and never below FleetCor’s cost as explained herein, FleetCor agrees to price fuel sold to Customer based on an OPIS based cost plus pricing formula. Price for fuel products purchased by Customer will be equal to the sum of the following:

1. Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter “OPIS Newsletter Prices”) for each product purchased that calendar week. The fuel price published on each Thursday shall apply to fuel sold during the current week, e.g. the price available on Thursday, the 4th will be effective for fuel sold from Monday the 1st through Sunday the 7th.

Note: OPIS is an independent company that tracks and provides refiner terminal rack prices to re-sellers by Rack Market. Rack Market or Rack City refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to FleetCor by the card accepting merchant (including any dealer rate adjustments).
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. FleetCor’s cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

Unleaded Gasoline	<u>\$ 0.110</u>	Premium Gasoline	<u>\$ 0.110</u>
Mid Grade Gasoline	<u>\$ 0.120</u>	Diesel Fuel	<u>\$ 0.160</u>

Article 2.2 Retail-Based Pricing of Alternative Fuels (High Blends of Ethanol or Biodiesel, CNG/LNG, and DEF Dispensed). Alternative Fuels such as Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG / Propane), E85, and high blends of Biodiesel (such as B20, B11, or B10); or evolving fuels such as E15, E30, or Renewable Diesel; or Diesel Exhaust Fluid (DEF) Dispensed, shall be priced based on the station’s retail price (credit price where applicable) minus the discounts shown below:

ALTERNATIVE FUEL TYPE	DISCOUNT (Per Gallon)
Compressed Natural Gas (CNG)	- \$0.000
Liquefied Natural Gas (LNG) / Propane	- \$0.000
High Blends of Bio-Diesel (B10 or Higher)	- \$0.040
High Blends of Ethanol (E85, E15, or E30)	- \$0.020
Diesel Exhaust Fluid Dispensed	- \$0.020

Article 2.3 Extended Network Locations Excluded from Cost-Plus Pricing or Rebates and Never Below FleetCor’s Cost. Non-Discount or Extended Network locations are defined as sites accepting the Fuelman Card that are determined by FLEETCOR to be a part of the Fuelman Network solely to provide added

convenience to Clients. Gallons purchased at these Extended Network locations are excluded from OPIS based cost-plus pricing, discounts or rebates. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- Love's Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station's retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Buc-ee's locations at posted retail price.

FleetCor reserves the right to never bill Customer for any purchase at a price below FleetCor's cost to settle with the Merchant and in the event the Customer's price (including discounts if applicable and all merchant taxes) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.

Article 3. Ability to Transition to Retail-Based Pricing with Rebate Upon Request from Customer.

FleetCor hereby agrees, that should Customer advise in writing that it desires to transition to the retail-based pricing with rebate approach, which is also defined and available under the Region 4 ESC/OMNIA Partners Contract # R211101, then FleetCor shall agree to make that pricing change. Changes in pricing methodology/approach shall not occur more than once in any 12-month period. The Retail-Based Pricing approach is further defined in sub-articles below, should it be requested by Customer.

Article 3.1 Retail Based Pricing and Rebates for Fuel Purchased at Off-Site/Retail locations.

Upon request to transition to it, FleetCor hereby agrees to provide a Retail Based Pricing Program with Rebate. Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location (credit price where applicable by merchant), plus applicable Billing Frequency and Payment Terms adder as defined in FleetCor Response to Region 4 ESC RFP # 21-11.

- No Billing Frequency/Payment Terms Adder applies for Customer's chosen Bi-Weekly Billing, Net 14 Day Terms specified in this Agreement.

Customer shall receive rebates as illustrated in the volume rebate table (tiered schedule) below. Rebates would apply to transactions at Preferred Network locations and would not apply to gallons at Extended Network (Non-Discount) locations. Rebates earned shall be applied on each billing statement/invoice.

BI-WEEKLY BILLING FREQUENCY VOLUME TIERS	REBATE PER GALLON GASOLINE PRODUCTS	REBATE PER GALLON DIESEL PRODUCTS
< 600	\$0.010	\$0.020
600 – 2,000	\$0.020	\$0.040
2,001 – 4,000	\$0.030	\$0.060
4,001 +	\$0.040	\$0.080

Article 3.3 Pricing Exceptions – Non-Discount, Extended Network Locations and Never below FleetCor's Cost. The Pricing Exceptions defined in Article 2.3 would also apply to the Retail-Based Pricing program.

Article 4. Tax Exempt Billing. FleetCor shall provide tax exempt billing for fuel sold to Customer to the extent allowed by the Federal and State Government, rates subject to change. Customer shall provide tax exemption certificates or other related information as required from time to time by FleetCor to establish and maintain its tax exempt status. Current federal taxes that cannot be exempted include the Federal Leaking Underground Storage Tank tax (or “LUST”) (\$0.001 per gallon) and the Federal Oil Spill Liability Tax (\$0.0021 per gallon). Current non-exempt State of Texas taxes include the Texas Petroleum Products Delivery Fee (\$0.00087 per gallon) and the State of Texas Gasoline and Diesel Tax (\$0.20 per gallon).

Article 4.1 Sales Taxes on Non-fuel Items. In order to be exempted from State or local Sales and Use Taxes on non-fuel products, Customer must request tax exempt processing of the transaction at the time and point of sale with the card accepting merchant. FleetCor is not the sales tax filer with the State of Texas for non-fuel transactions and therefore cannot file for sales tax exemption refunds on behalf of Customer on non-fuel purchases.

Article 5. Agreement Term. The term of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through December 31, 2024, unless otherwise terminated, with or without cause, by Customer with sixty (60) days’ written notice, or as set forth in Region 4 ESC/OMNIA Partners Contract # R211101. The Region 4 ESC/OMNIA Partners Contract # R211101 allows for two (2) one (1) year renewals through December 31, 2026, which if renewed, shall immediately renew this Agreement. The intent of this Agreement Term is to coincide with the term of the Region 4 ESC/OMNIA Partners Contract # R211101.

Article 6. Billing Frequency and Payment Terms. Customer will be billed on a **Bi-Weekly** basis (every other Monday) with payment due **Net 14 days** from invoice date. Invoices and Fleet Management Reports are generally made available electronically by Tuesday of each billing week for the preceding two weeks ended Sunday at midnight.

Article 7. On-Site Consigned Fuel Services Not Included. FleetCor is not proposing consigned on-site fuel services under this piggyback agreement.

Article 8. FleetCor Terms and Conditions for Use of Cards. Customer’s use of the Fuelman Fleet Card is governed by FleetCor’s General Terms and Conditions submitted under Article 7.1 in FleetCor’s RFP response to Region 4 ESC RFP # 21-11, which for convenience are attached in this Agreement (herein “FleetCor Terms and Conditions”) and the terms and conditions of this Agreement. In the event of inconsistencies between FleetCor Terms and Conditions and this Agreement, this Agreement shall govern.

Article 9. Notices. All notices under this Agreement shall be given to the applicable party at its address, facsimile number, or e-mail address set forth below or at such other address, facsimile number, or e-mail address as the party may later specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received to the other parties (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail is given; (ii) if given by facsimile, when the facsimile is transmitted to the party’s facsimile number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours on any business day or on the next business day if not confirmed during normal business hours; (iii) if by hand, when delivered; (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the party; or (v) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

Customer: City of Pharr
Ignacio Amezcua
Purchasing Director
118 S. Cage Blvd.
Pharr, TX 78577
Phone: (956) 402-4231
Email: ignacio.amezcua@pharr-tx.gov

Copy to:

FleetCor: FleetCor Technologies Operating Company, LLC
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305
Attn: Mark Roberts
Phone: (704) 853-2662
Email: markroberts@fleetcor.com

Copy to: FleetCor Legal Department
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305

Article 10. Severability of Provisions. Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

Article 11. Entire Agreement; Previous Agreements Terminated. Subject to Article 13 hereof, this Agreement contains the entire agreement between the parties. Any and all previous agreements between Customer and FleetCor not incorporated into this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated.

Article 12. Governing Law. This Agreement shall be governed by the laws of the State of Texas. The parties agree that any and all claims arising out of this agreement shall be brought in the State and District Courts of Hidalgo County, Texas.

Article 13. Agreement Components. The Agreement shall consist of the following component parts:

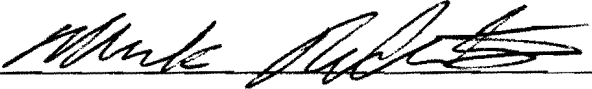
1. This instrument (Co-Operative “Piggyback” Agreement for Fuel Card Services and Consigned Fuel Supply).
2. November, 9, 2021 Notice of RFP Award Letter from Region 4 ESC (EXHIBIT “1” attached hereto).
3. Region 4 ESC/OMNIA Partners Contract #R211101 between FleetCor Technologies and Region 4 ESC for Fuel Card Services and Related Products. Copy available at OMNIA Partners website: <https://www.omniapartners.com/publicsector> or has been otherwise provided to Customer by FleetCor.
4. Response to Region 4 ESC RFP # 21-11 submitted August 24, 2021 by FleetCor except as modified by this Agreement. The Region 4 ESC/OMNIA Partners Contract #R211101 includes a complete copy of FleetCor’s RFP response beginning on page 22 of the agreement.
5. FleetCor’s General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card (herein “FleetCor Terms and Conditions”).

This instrument, together with the other documents enumerated in this Article 13, which said documents are as fully a part of this Agreement as if hereto attached or herein repeated, form the Agreement. In the event that any provision or any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 13 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original counterparts as of the day and year first written above.

AGREED:

FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC

By: 

Printed Name: Mark Roberts

Title: Director, Bids & Contracts

Date: October 26, 2022

AGREED:

CITY OF PHARR, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

FleetCor's General Terms & Conditions for Use of Fleet Cards
Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC
Master Agreement No. R211101 for Fleet Credit Card

1.1 Security, Loss, Theft, or Unauthorized Use of Card.

1.1.1 General Security. Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

1.1.2 FleetCor's Liability. In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1.1 and in the event that the Account has been issued fewer than ten (10) Cards, FLEETCOR will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

1.1.3 Customer's Responsibility. It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

1.1.4 Lost or Stolen Cards. Customer shall report all lost or stolen Cards to FLEETCOR immediately via phone call or email to FLEETCOR's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that FLEETCOR receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

1.1.5 Terminated Drivers. It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

1.1.6 Merchant Limitations. The personnel (if any) at a Merchant Location are not the agents or employees of FLEETCOR and FLEETCOR shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

1.1.7 POS Authorization Limitations. Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

1.1.8 Claims. All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

1.2 Account Administration and Card Issuance.

1.2.1 Credit Limit. Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, FLEETCOR will establish an aggregate spending limit for all the Cards issued to Customer under

the Account(s) (the "Credit Limit") based on FLEETCOR's evaluation of the Customer's creditworthiness. The initial Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by FLEETCOR). FLEETCOR reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the SOLICITATION or this response to SOLICITATION.

1.2.2 Administration of Cards. Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1.1 for more information regarding Customer responsibilities.

1.2.3 Account Administration (Contact Persons). To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and FLEETCOR, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

1.2.4 Cancellation of Cards. If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify FLEETCOR via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that FLEETCOR receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

1.2.5 Suspension of Cards. FLEETCOR, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate FLEETCOR to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

1.2.6 Suspension of Account. FLEETCOR, reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

1.3 Limitation of Liability. THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

1.4 Force Majeure. FLEETCOR shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

EXHIBIT 1

NOVEMBER 9, 2021 NOTICE OF AWARD LETTER FROM REGION 4 ESC



November 9, 2021

Mr. Randy Morgan
rmorgan@comdata.com
Chief Operating Officer
FleetCor Technologies, Inc. through its subsidiaries:
FleetCor Technologies Operating Company, LLC and Comdata, Inc.
3280 Peachtree Road, Suite 2400
Atlanta, GA 30305

Re: Award of Contract #R211101

Dear Mr. Morgan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 26, 2021, we are pleased to announce that FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-11) submitted on August 24, 2021:

Commodity/Service

Supplier

Fuel Card Services and Related Products

FleetCor Technologies, Inc. through its subsidiaries:
FleetCor Technologies Operating Company, LLC and
Comdata, Inc.

This contract is effective January 1, 2022 and will expire on December 31, 2024. As indicated above, your contract # is R211101. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

DocuSigned by:

30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: October 30, 2022

MEETING DATE: November 7, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to enter into an Affiliation Agreement with Texas A&M Texas Engineering Extension Service (TEEX) for EMS students' clinical ride-outs. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The agreement will allow TEEX EMS students to do thier EMS clinical ride outs at Pharr EMS.

Fiscal Consideration: This has no fiscal responsibility with it.

Staff Recommendation: Staff recommends approval of affiliation agreement.

Alternatives: No alternatives.

Exclude Material from Public Packet? No

Reason: Not excluded.

ROUTING:

Daniel Ramirez
Daniel Ramirez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 10/30/2022
Approved - 10/30/2022
Approved - 11/3/2022
Approved - 11/3/2022
Final Approval - 11/4/2022

AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE

THIS AFFILIATION AND PROGRAM AGREEMENT FOR CLINICAL EXPERIENCE ("Agreement") is made as of _____, 2022 (the "Effective Date") by and between City of Pharr, Texas, ("Affiliate") and Texas Engineering Extension Service (TEEX) ("Educational Institution"). the EDUCATIONAL INSTITUTION and Affiliate may be referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS Educational Institution enrolls students in an approved Texas Department of State Health Services EMS Program (the "EMS Program").

WHEREAS, Affiliate operates a comprehensive EMS system located at 3000 N Cage Blvd Pharr, TX, 78577 (the "Facility").

WHEREAS EDUCATIONAL INSTITUTION desires to provide a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS Affiliate will make the Facility available to EDUCATIONAL INSTITUTION for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION.

- (a) **Clinical Program.** EDUCATIONAL INSTITUTION will develop, implement, and operate the clinical learning experience ("Clinical Program") component of the Accredited Program at the Facility in a form and format acceptable to Affiliate. EDUCATIONAL INSTITUTION may modify the Clinical Program from time to time, with Affiliate's permission, and will promptly incorporate reasonable changes to the Clinical Program requested by Affiliate from time to time. With respect to the Clinical Program, EDUCATIONAL INSTITUTION will:
 - (i) ensure the adequacy of Accredited Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Accredited Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Program Participant (defined below) to attend training and orientation

with respect to applicable Affiliate policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");

- (iii) provide training for Affiliate's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Affiliate from time to time.
 - (iv) identify to Affiliate each Program Participant who will participate in a Rotation as soon as that information is reasonably available to EDUCATIONAL INSTITUTION.
 - (v) require Program Participants to comply with applicable laws and Affiliate policies and procedures when onsite at the Facility.
 - (vi) require Program Participants to treat Affiliate patients, staff and Clinical Program supervisors with courtesy and respect and to not disrupt Facility operations or the provision of health care services for Affiliate's patients.
 - (vii) timely prepare and update with input from Affiliate rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Affiliate.
 - (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency.
 - (ix) provide continuing oral and written communication with Affiliate regarding Participating Student Clinical Program performance and evaluations and other pertinent information.
 - (x) participate and ensure that Program Participants participate in Affiliate's Quality Assurance and related programs, if any.
 - (xi) participate and require Program Participants to participate in all reasonable or necessary Affiliate training sessions and programs from time to time; and
 - (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Affiliate from time to time.
- (b) **Responsibility.**
- (i) EDUCATIONAL INSTITUTION will retain ultimate responsibility: for the appointment of faculty from the Accredited Program to support the Clinical Program; for educating and supervising Participating Students; and, for evaluating Participating Students' performance with respect to the Clinical Program.
 - (ii) Without limiting the foregoing, all Participating Students, Accredited Program faculty and other EDUCATIONAL INSTITUTION representatives onsite at the

Facility (collectively “Program Participants”) shall be accountable to the Affiliate's Administrator or other designated personnel while onsite at the Facility.

(iii) EDUCATIONAL INSTITUTION will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, EDUCATIONAL INSTITUTION's Program Representative will follow-up with Affiliate's Program Representative to address unresolved issues.

- (c) **Compliance with Program Requirements.** EDUCATIONAL INSTITUTION acknowledges that compliance by EDUCATIONAL INSTITUTION and each Program Participant with the terms and conditions of this Agreement and Affiliate policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code, Meals, Transportation.** EDUCATIONAL INSTITUTION will cause Program Participants to conform to reasonable personal appearance standards imposed by Affiliate and wear ID badges as requested by Affiliate from time to time. EDUCATIONAL INSTITUTION will cause Program Participants to pay for their own meals at the Facility. EDUCATIONAL INSTITUTION acknowledges and will regularly inform Program Participants that Affiliate is not responsible for personal items lost or stolen at the Facility and is not responsible for providing transportation to and from the Facility.
- (e) **Use of the Facility.** EDUCATIONAL INSTITUTION will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** EDUCATIONAL INSTITUTION will cause each Program Participant to timely complete and save in Affiliate's systems, as directed by Affiliate, accurate records of all services provided by the Program Participant to an Affiliate patient ("Records"). All Records are and will remain the property of Affiliate, subject to the rights of patients with respect to such records and to the terms of applicable law. Affiliate will provide to EDUCATIONAL INSTITUTION a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** EDUCATIONAL INSTITUTION will provide to Affiliate information regarding each Program Participant, including immunization records, documentation attesting to the competency of Accredited Program faculty (*e.g.*, state licensure, board certification in the relevant Specialty, *etc.*), background checks and drug screens as determined reasonably necessary in Affiliate's discretion from time to time.
- (h) **Program Participant Statements.** EDUCATIONAL INSTITUTION shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.

- (i) **Liability Insurance.** EDUCATIONAL INSTITUTION shall obtain and maintain general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers approved by Affiliate and covering the acts and omissions of Program Participants. EDUCATIONAL INSTITUTION will notify Affiliate at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Affiliate, upon request, certificates of insurance evidencing the above coverage.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either EDUCATIONAL INSTITUTION or Affiliate any remedy or defense available to it under state laws; (2) the consent of the State of Texas to be sued; or (3) a waiver of sovereign immunity of the State of Texas or EDUCATIONAL INSTITUTION beyond any waiver explicitly provided for in state statutes.

- (j) **Health of Program Participants.** EDUCATIONAL INSTITUTION will require each Program Participant to maintain health insurance or student accident insurance and provide proof of health or student accident insurance to EDUCATIONAL INSTITUTION prior to participating in the Clinical Program. EDUCATIONAL INSTITUTION will cause Program Participants to provide to Affiliate proof of health insurance as requested by Affiliate from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Affiliate's facility, the Affiliate, upon notice of such incident from the Participating Student, will provide such emergency care as it provides for its employees. EDUCATIONAL INSTITUTION acknowledges that Affiliate is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition and or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

EDUCATIONAL INSTITUTION will ensure that each Participating Student furnishes to Affiliate prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or a negative chest X-ray within the last two (2) years.
- (ii) Proof of Mumps, Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR.
- (iii) Proof of Varicella immunity, by positive antibody titer or two (2) doses of Varicella immunization.
- (iv) Proof of Influenza vaccination during the flu season, September 1 to March 31, (or dates defined by CDC); and

- (v) Proof of Hepatitis B immunization by positive antibody titer or three (3) doses of Hepatitis B immunizations.
- (k) **Performance.** All faculty provided by EDUCATIONAL INSTITUTION to support the Clinical Program shall be faculty members of the Accredited Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Affiliate and any non-conflicting rules and regulations of EDUCATIONAL INSTITUTION as may be in effect from time to time. Neither EDUCATIONAL INSTITUTION nor any Program Participant shall interfere with or adversely affect the operation of Affiliate or the performance of services therein.
- (l) **Background Checks.** EDUCATIONAL INSTITUTION will, at its sole expense and to the extent permitted by law, gather or otherwise obtain all reasonable and necessary background information and data concerning Program Participants and Program Faculty and make this information available to Affiliate.
- (m) **Student Documentation.** EDUCATIONAL INSTITUTION will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(l) of this Agreement during the Term and for at least three (3) years following expiration or termination of this Agreement.
- (n) **Access to Resources.** EDUCATIONAL INSTITUTION shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

2. RESPONSIBILITIES OF AFFILIATE.

- (a) Affiliate will make Facility access reasonably available to Program Participants and reasonably cooperate with EDUCATIONAL INSTITUTION's orientation of all Program Participants to the Facility. Affiliate shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Affiliate shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Affiliate operations. Affiliate shall at all times retain ultimate control of the Affiliate and responsibility for patient care and quality standards.
- (b) Upon the request of EDUCATIONAL INSTITUTION, Affiliate shall assist EDUCATIONAL INSTITUTION in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to EDUCATIONAL INSTITUTION in a timely manner. However, EDUCATIONAL INSTITUTION shall at all times remain solely responsible for the evaluation and education of Participating Students.

- (c) Affiliate will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (*e.g.*, needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided to its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
- (d) To the extent Affiliate generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Affiliate will comply with applicable FERPA requirements. For purposes of this Agreement, EDUCATIONAL INSTITUTION shall designate Affiliate as a EDUCATIONAL INSTITUTION official with a legitimate educational interest in the educational records of Participating Students to the extent that access to EDUCATIONAL INSTITUTION'S records is required by Affiliate to carry out the Clinical Program.
- (e) Upon reasonable request, Affiliate will provide proof to EDUCATIONAL INSTITUTION that Affiliate maintains liability insurance in an amount that is commercially reasonable.
- (f) Affiliate will provide written notification to EDUCATIONAL INSTITUTION if a claim arises involving a Program Participant. Both Affiliate and EDUCATIONAL INSTITUTION agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- (g) Affiliate will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer, when necessary, in Affiliate's discretion. Affiliate will notify EDUCATIONAL INSTITUTION's Program Representative (defined below) when such action has occurred.
- (h) Upon reasonable notice from EDUCATIONAL INSTITUTION, Affiliate will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Accredited Program. Such inspections must be accompanied, at all times by an Affiliate representative and are contingent upon receipt by Affiliate of executed agreements that Affiliate believes are reasonably necessary or convenient to protect the confidentiality and security of Affiliate's information.
- (i) Affiliate shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.

- (j) Affiliate shall provide student security badges or other means of secure access to Facility patient care areas.
 - (k) Affiliate shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Affiliate shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (m) Affiliate shall provide qualified and competent staff members in adequate numbers for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. EDUCATIONAL INSTITUTION's Program Representative shall be a faculty member who will be responsible for teaching and assessments provided pursuant to this Agreement for Participating Students. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
 - (b) EDUCATIONAL INSTITUTION will provide qualified and competent Accredited Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both EDUCATIONAL INSTITUTION and Affiliate will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) EDUCATIONAL INSTITUTION acknowledges and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Affiliate or EDUCATIONAL INSTITUTION. Participating Students are not to replace Affiliate staff and are not to render unsupervised patient care and/or services. Affiliate and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
 - (e) Any courtesy appointments to faculty or staff by either EDUCATIONAL INSTITUTION or Affiliate shall be without entitlement of the individual to compensation or benefits for the appointed party.

- (f) Both EDUCATIONAL INSTITUTION and Affiliate will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) EDUCATIONAL INSTITUTION, including its faculty, staff and residents, and the Affiliate share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. WITHDRAWAL OF PARTICIPATING STUDENTS. Affiliate may immediately remove a Participating Student from the Facility when, in Affiliate's discretion, his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Affiliate operations and/or Affiliate's patients. In such event, EDUCATIONAL INSTITUTION will immediately remove the Participating Student from the Clinical Program. It is understood that only EDUCATIONAL INSTITUTION can dismiss the Participating Student from the Clinical Program. EDUCATIONAL INSTITUTION may terminate a Participating Student's participation in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. FEES. All fees generated by or in connection with services provided by Program Participants to Affiliate patients belong to Affiliate. EDUCATIONAL INSTITUTION on behalf of itself and each Program Participant hereby assigns to Affiliate all right, title and interest (if any) in and to such fees. If EDUCATIONAL INSTITUTION or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Affiliate patients, EDUCATIONAL INSTITUTION will and will cause Program Participants to immediately deliver and endorse over to Affiliate all such amounts. EDUCATIONAL INSTITUTION will and will cause Program Participants not to bill Affiliate patients for services provided. EDUCATIONAL INSTITUTION will and will cause Program Participants to take all actions and execute all documents reasonably requested by Affiliate in order for Affiliate to collect fees and payments for health care services provided by Program Participants.

6. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.

- (a) The Parties hereby acknowledge that they are independent contractors, and neither EDUCATIONAL INSTITUTION nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Affiliate. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. EDUCATIONAL INSTITUTION shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Affiliate for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or

authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges that Participating Students will not be considered employees or agents of Affiliate or EDUCATIONAL INSTITUTION for any purpose. Participating Students will not be entitled to receive any compensation from Affiliate or EDUCATIONAL INSTITUTION or any benefits of employment from Affiliate or EDUCATIONAL INSTITUTION, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) EDUCATIONAL INSTITUTION acknowledges that Affiliate has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of EDUCATIONAL INSTITUTION or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, each Party hereto shall indemnify and hold harmless the other Party and the other Party's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of either or any of its Program Participants, agents, representatives or employees in connection with this Agreement.

9. **CONFIDENTIALITY.** EDUCATIONAL INSTITUTION will, and will advise Program Participants, to keep strictly confidential and hold in trust all non-public information of Affiliate, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Affiliate, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Affiliate is permitted an opportunity to minimize the potential harmful effects of such disclosure. EDUCATIONAL INSTITUTION shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Affiliate. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue unless and until terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all

Participating Students participating in the Program at the time of notice of termination, or who are already scheduled to train at the Facility, shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.

- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Affiliate may immediately terminate this Agreement at any time upon notice to EDUCATIONAL INSTITUTION in the event of a breach of Section 11 of this Agreement.

11. REPRESENTATIONS AND WARRANTIES.

- (a) EDUCATIONAL INSTITUTION hereby represents to Affiliate as of the Effective Date and warrants to Affiliate for the Term that EDUCATIONAL INSTITUTION and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the EDUCATIONAL INSTITUTION, or a Program Participant being excluded from participation in the Federal health care programs; and
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. EDUCATIONAL INSTITUTION will immediately notify Affiliate, in writing, of any change in status of the representation and warranty set forth in this section.

12. TRAVEL EXPENSES. No expense of EDUCATIONAL INSTITUTION or of a Program Participant will be paid or reimbursed by Affiliate unless that expense is approved by Affiliate in writing in advance and is incurred and documented in accordance with applicable Affiliate travel and expense policies.

13. USE OF NAME OR LOGO. EDUCATIONAL INSTITUTION will not, and will cause Program Participants to not, use names, logos or marks associated with Affiliate without the express written consent of Affiliate in each case.

14. ENTIRE AGREEMENT. This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms

disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to choice of law. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts located in ~~Hidalgo~~ County, Texas. *Brazos*

19. **ASSIGNMENT; BINDING EFFECT.** EDUCATIONAL INSTITUTION may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Affiliate:

City of Pharr EMS

3000 N. Cage

Pharr, Texas 78577

Fax: 956-468-2175

Email: ems@pharr-tx.gov

Attention:

EMS Chief Ramirez

Copy to:

TEEX

Emergency Service Training Institute

1595 Nuclear Science Road

College Station, Texas 77842

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which

together shall constitute but one agreement. Electronic signatures will be considered originals.

22. HIPAA REQUIREMENTS. To the extent applicable to this Agreement, EDUCATIONAL INSTITUTION agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH ACT”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“HIPAA”) and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. EDUCATIONAL INSTITUTION further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. EDUCATIONAL INSTITUTION will, and will cause Program Participants, to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. NO REQUIREMENT TO REFER. Nothing in this Agreement requires or obligates EDUCATIONAL INSTITUTION to cause the admittance of a patient to Affiliate or to use Affiliate’s services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. NO PAYMENTS. Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. RECITALS. The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. EQUITABLE REMEDIES. EDUCATIONAL INSTITUTION acknowledges that the injury which might be suffered by Affiliate in the event of any breach by EDUCATIONAL INSTITUTION or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Affiliate and any other remedies which Affiliate may pursue hereunder or under applicable law, Affiliate shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

Texas Engineering Extension Service (TEEX)

By: Tracy Foster

Title: Associate Agency Director & CFO

Date:

10/20/2022

City of Pharr

By: _____

Title: _____

Date: _____

EXHIBIT A**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided to the undersigned in the form of experience in a clinical setting at City of Pharr EMS ("Affiliate"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ("EDUCATIONAL INSTITUTION") at Affiliate unless such injury or loss arises solely out of Affiliate's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian

If Program Participant is under 18 / Print Name

Date

EXHIBIT B**Confidentiality and Security Agreement**

I understand that the Affiliate or business entity (the "Affiliate") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Affiliate has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Affiliate must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of this assignment at the Affiliate, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job-related duties in accordance with the Affiliate's Privacy and Security Policies a copy of which have been made available to me. I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Affiliate systems.

General Rules:

1. I will act in the best interest of the Affiliate and in accordance with its Code of Conduct at all times during my relationship with the Affiliate.
2. I understand that I should have no expectation of privacy when using Affiliate information systems. The Affiliate may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Affiliate, in accordance with the Affiliate's policies.

Protecting Confidential Information:

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Affiliate policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or

Twitter. I will only use such communication methods when explicitly authorized to do so in support of Affiliate business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.

4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Affiliate's standards and policies including any record retention policies.
5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the EDUCATIONAL INSTITUTION or at the Affiliate, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purging's of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Affiliate network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Affiliate using email or other electronic communication methods, I will ensure that the Information is encrypted according to Affiliate standards and policies.

Following Appropriate Access:

1. I will only access or use systems or devices I am officially authorized to access and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Affiliate information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Affiliate information, I am affirmatively representing to the Affiliate at the time of each access that I have the requisite business need to know and appropriate consent, and the Affiliate may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Affiliate standards and policies.
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Affiliate data (*e.g.*, Affiliate email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Affiliate has the right to:
 - a. Require the use of only encryption capable devices.

- b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
- c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Affiliate data regardless of it being an Affiliate or personally owned device.
- d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
- e. Restrict access to any mobile application that poses a security risk to the Affiliate network.

Doing My Part – Personal Security:

1. I understand that I may be assigned a unique identifier to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or verification processes.
2. I will:
 - a. Use only my officially assigned User-ID and password.
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.
3. I will never:
 - a. Disclose passwords, PINs, or access codes.
 - b. Use tools or techniques to break/exploit security measures.
 - c. Connect unauthorized systems or devices to the Affiliate network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, and positioning screens away from public view.
5. I will immediately notify my manager at Affiliate if:
 - a. my password has been seen, disclosed, or otherwise compromised.
 - b. media with Confidential Information stored on it has been lost or stolen.
 - c. I suspect a virus infection on any system.
 - d. I am aware of any activity that violates either this Agreement or any privacy and security policies; or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Affiliate systems.

Upon Termination:

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Affiliate.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Affiliate.

3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Affiliate.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Pharr EMS	Date:
Printed Name:		



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: November 2, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service Contract with INSULNATION, LLC. from Mission, TX for the City Wide HVAC On-Call and Maintenance Services. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Service contract extension with INSULNATION LLC. for City Wide HVAC On-Call and maintenance services. (Year 3 of 3)
(Project# 1920-01-528-S042-001)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the current contract with INSULNATION LLC. for one (1) additional year. This is the last extension

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Patricia Rigney
Karla Saavedra
Anali Alanis
City Management Office

Created/Initiated - 11/2/2022
Approved - 11/2/2022
Approved - 11/2/2022
Approved - 11/3/2022
Approved - 11/4/2022
Final Approval - 11/4/2022

**FINAL EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR CITY WIDE HVAC ON-CALL AND MAINTENANCE
SERVICES
PROJECT# 1920-01-528-S042-001**

THIS FINAL EXTENSION OF AGREEMENT FOR CITY WIDE HVAC ON-CALL AND MAINTENANCE SERVICES made and entered into the _____ day _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Insulation LLC**, hereinafter referred to as "CONTRACTOR" and having its principal place of business at **P.O. Box 2020 Mission, TX 78572**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for the **City Wide HVAC On-Call and Maintenance Services** dated, **December 3, 2020**, by which CONTRACTOR serves as the primary vendor to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project# 1920-01-528-S042-001** and

WHEREAS, the current term expires on **December 3, 2022**; and

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) additional year.

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

1. Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **thereof until December 3, 2023**. This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the **City-Wide HVAC On-Call and Maintenance Service** has been signed and sealed, in duplicate, by the respective parties hereto.

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

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this _ day of _____, 20__ by **Insulation, LLC.**

Insulation, LLC.

By: _____

Title

Witness

Print Name



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: November 3, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a contract agreement with a Retail Electric Provider (REP) for electric services. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City of Pharr solicited formal Requests For Proposals (RFPs) and received five (5) proposals on October 18, 2022 from retail electric providers for a contract period that begins with the January 2023 meter read date. The City has approximately 174 electric service identifiers (ESI IDs) on the AEP Texas Central delivery system. The City seeks a company that can provide a reliable supply of electricity, associated services and a high level of customer service. The pricing options submitted by these REPs are very competitive and pricing options have been submitted for one, two, three and up to ten year terms. Final pricing options will be submitted by the top two (2) REPs and authorization is requested to allow the City Manager to lock in a retail electricity price and approve a contract with a retail provider when it is deemed most favorable to the City. (Project# 2223-01-513-S003-274)

Ranked Retail Electric Providers submitted proposals are:

- 1) TXU Energy Services LLC
- 2) MP2 dba Shell Energy
- 3) Direct Energy Business LLC
- 4) Engie Resources
- 5) APG&E

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to enter into a contract agreement with a Retail Electric Provider (REP)

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ignacio Amezcua

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 11/3/2022

Approved - 11/3/2022

Approved - 11/3/2022

Approved - 11/4/2022

Final Approval - 11/4/2022



Pharr

Purchasing



PROPOSAL OPENING: OCTOBER 18, 2022 AT 4:00 P.M.

LOCATION: CITY COMMISSION EXECUTIVE ROOM

PROJECT NO. 2223-01-513-S003-274 - RFP - RETAIL ELECTRIC PROVIDER

RFP TABULATION

PARTICIPATING VENDORS			SHELL ENERGY		TXU ENERGY SERVICES LLC		ENGIE RESOURCES		DIRECT ENERGY BUSINESS LLC		APG&E	
START DATE	END DATE	TERM IN MONTHS	FIXED ENERGY PRICE (\$/KWh) LOAD ZONE	% ADD/DELETE (3/5/10) ADDER (\$/KWH)	FIXED ENERGY PRICE (\$/KWh) LOAD ZONE	% ADD/DELETE (3/5/10) ADDER (\$/KWH)	FIXED ENERGY PRICE (\$/KWh) LOAD ZONE	% ADD/DELETE (3/5/10) ADDER (\$/KWH)	FIXED ENERGY PRICE (\$/KWh) LOAD ZONE	% ADD/DELETE (3/5/10) ADDER (\$/KWH)	FIXED ENERGY PRICE (\$/KWh) LOAD ZONE	% ADD/DELETE (3/5/10) ADDER (\$/KWH)
1/1/2023	12/31/2023	12	\$0.06463	3%,5%,10%	\$0.0659904	5%	\$0.06644	INCLUDED IN RATE	\$0.06799	UNLIMITED	\$0.06822	NO BID
1/1/2023	12/31/2024	24	\$0.05934	3%,5%,10%	\$0.0603262	5%	\$0.06088	INCLUDED IN RATE	\$0.06222	UNLIMITED	\$0.06149	NO BID
1/1/2023	12/31/2025	36	\$0.05672	3%,5%,10%	\$0.0574002	5%	\$0.05801	INCLUDED IN RATE	\$0.05896	UNLIMITED	\$0.05840	NO BID
1/1/2023	12/31/2026	48	\$0.05529	3%,5%,10%	\$0.0561634	5%	\$0.05649	INCLUDED IN RATE	\$0.05707	UNLIMITED	\$0.05665	NO BID
1/1/2023	12/31/2027	60	\$0.05421	3%,5%,10%	\$0.0550751	5%	\$0.05539	INCLUDED IN RATE	\$0.05571	UNLIMITED	\$0.05540	NO BID
1/1/2023	12/31/2028	72	\$0.05349	3%,5%,10%	\$0.0542316	5%	\$0.05497	INCLUDED IN RATE	\$0.05478	UNLIMITED	NO BID	NO BID
1/1/2023	12/31/2029	84	\$0.05319	3%,5%,10%	\$0.0536408	5%	\$0.05524	INCLUDED IN RATE	\$0.05419	UNLIMITED	NO BID	NO BID
1/1/2023	12/31/2030	96	\$0.05309	3%,5%,10%	\$0.0532125	5%	\$0.05557	INCLUDED IN RATE	\$0.05392	UNLIMITED	NO BID	NO BID
1/1/2023	12/31/2031	108	\$0.05319	3%,5%,10%	\$0.0529146	5%	\$0.05588	INCLUDED IN RATE	\$0.05377	UNLIMITED	NO BID	NO BID
1/1/2023	12/31/2032	120	\$0.05336	3%,5%,10%	\$0.0526548	5%	\$0.05587	INCLUDED IN RATE	\$0.05363	UNLIMITED	NO BID	NO BID



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.H.

DATE SUBMITTED: November 3, 2022

MEETING DATE: November 7, 2022

FROM: Maritza Magallan, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Ignacio Amezcua

Agenda Item: Consideration and action, if any, authorizing City Manager to award a proposal for Marketing Services for the TeamPharr.net project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The city received proposals on October 18, 2022. The lowest proposal, Triggers Media from Mcallen, Tx will have a presentation with City Manager on Monday November 7, 2022 to determine award. (Project# 2122-01-510-S022-350)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to award lowest proposal based on presentation.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan
Ignacio Amezcua
Karla Saavedra
City Management Office

Created/Initiated - 11/3/2022
Approved - 11/3/2022
Approved - 11/4/2022
Final Approval - 11/4/2022



Pharr

Purchasing



PROPOSAL OPENING: OCTOBER 18, 2022 AT 3:30 P.M.
LOCATION: CITY COMMISSION ROOM

PROJECT NO. 2122-01-510-S022-350 - MARKETING SERVICES FOR TEAMPHARR.NET

			NON-RESPONSIVE		NON-RESPONSIVE	
PARTICIPATING BIDDERS:			TRIGGERS MEDIA MCALLEN, TX	WEUSTHEM INC. HALIFAX, NOVA SCOTIA, CANADA	D. FOSTER MARKETING CONSULTING, LLC SILVER SPRING, MD	SATORI MARKETING, LLC HOUSTON, TX
No.	DESCRIPTION	UOM				
1	SCOPE OF WORK SERVICE FEES	UN	\$114,000.00	\$566,950.00	\$263,280.00	
2	ADDITIONAL SERVICE FEES	UN	\$25,000.00	\$0.00	\$0.00	
HARDCOPY PROPOSAL			SUBMITTED	SUBMITTED	NOT-SUBMITTED	SUBMITTED
ELECTRONIC PROPOSAL			SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED