

**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, JANUARY 16, 2023**

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 January 2023 as Human Trafficking Awareness and Prevention Month. (POLICE)

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

AGENDA REGULAR MEETING
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B) **Public Hearing:** Solicitation of comments from the general public on the Voluntary Annexation of 17.425 acres of land, more or less, out of Lots 6 and 7, out of the Re-subdivision of Closner Subdivision, generally located on the northeast corner of South Veterans Boulevard and East Military Highway, Extraterritorial Jurisdiction (ETJ) of the City of Pharr, Texas. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

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

B) Submission of Sales Tax Collection Report for January 2023.

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 January 3, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

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

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

2. Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 1.27 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1901 West Interstate Highway 2. CUP#170846. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

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A) Consideration and action if any, on Resolution authorizing the City of Pharr to execute an Interlocal Agreement with the County of Hidalgo for the Scofflaw Program. **This item supports SSC - Safe and Secure Community.** (MUNICIPAL COURT)

B) Consideration and action, if any, on Ordinance appointing a Deputy City Attorney-Prosecutor for the Pharr Municipal Court (Adoption on One Reading). **This item supports SG - Sound Governance and Fiscal Sustainability.** (LEGAL)

C) 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 17.425 acres of land, more or less, out of Lots 6 and 7, out of the Re-subdivision of Closner Subdivision, generally located on the northeast corner of South Veterans Boulevard and East Military Highway, Extraterritorial Jurisdiction of the City of Pharr, Texas. (1st Reading) **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

8. ADMINISTRATIVE:

A) Consideration and action, if any, on Petition for request for election services pursuant to Section 31.095 of the Election Code. **This item supports SG - Sound Governance and Fiscal Sustainability.** (LEGAL)

B) Consideration and action, if any, on submission of the Substantial Budget and Program Amendment to the City of Pharr's Annual Action Plan for Program Years 2019 and 2020 and Citizen Participation Plan. **This item supports QL - Quality of Life.** (GMCD)

C) Consideration and action, if any, on the Proposed Expenditure Allocation Budget from the American Rescue Plan Act (ARPA) funding. **This item supports SG - Sound Governance and Fiscal Transparency.** (FINANCE)

9. PURCHASING:

A) Consideration and action, if any, on Change Order Number One in the amount of \$1,533.70 for 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 for a revised purchase amount of \$83,244.92. **This item supports SSC - Safe and Secure Community.** (FIRE)

B) Consideration and action, if any, authorizing the Pharr Police Department to purchase 10 APX 6000 Motorola portable radios from Motorola Solutions utilizing HGAC Buy contract No. RA05-21. **This item supports SSC - Safe and Secure Community.** (POLICE)

10. 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, on award of a supply contract for the purchase of Structural Firefighting Personal Protective Equipment for the Fire Department to multiple vendors. **This item supports SSC - Safe and Secure Community.** (FIRE)

C) Consideration and action, if any, on Change Order No. 1 in the amount of \$598,863.20 to the Professional Engineering Services Agreement with Cobb Fendley & Associates, Inc. for the City Wide Fiber Optic Project, TeamPharr.Net for additional scope of work **(TABLED)**. **This item supports IF - Infrastructure.** (IT)

D) Consideration and action, if any, on Property Access Agreement with Dragados/Pulice Joint Venture. **This item supports QL - Quality of Life.** (EMERGENCY MEDICAL SERVICES)

E) Consideration and action, if any, authorizing City Manager to terminate the contract for Sewer CCN Assistance with Freese and Nichols Inc. **This item supports IF - Infrastructure.** (PUBLIC UTILITIES)

F) Consideration and action, if any, on Agreement with Bickerstaff Heath Delgado Acosta, LLP for legal services for Pharr's Certificate of Convenience and Necessity (CCN). **This item supports QL - Quality of Life.** (ADMINISTRATION)

11. LEGAL:

A) Consultation with Legal and action, if any, on Attorney General Opinions OR2022-39154 and OR2022-38910. (ADMINISTRATION)

B) Attorney consultation pursuant to Section 551.071, Texas Gov't Code to receive legal advice in pending litigation styled and numbered, Xoticas RGV, LP vs City of Pharr, et. al., Case No. 5: 21-CV-00120 (USDC – SD – LAREDO DIVISION), and related legal issues. (LEGAL)

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

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.

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

14. ADJOURNMENT:

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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 13th day of January 2023 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 13th day of January 2023

HILDA PEDRAZA, TRMC / CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, the City of Pharr and the Pharr Police Department recognize and participate in a public awareness campaign to support Human Trafficking Awareness Month; and

WHEREAS, the victims of human trafficking have many faces. Human trafficking harms adults of all demographics and children of all ages; and

WHEREAS, Human Trafficking is a modern form of slavery, which treats human beings as a commodity to be bought and sold, to be put to forced labor, usually in the sex industry; and

WHEREAS, we, as a community, have a moral obligation to confront and defeat the practice of human trafficking; and

WHEREAS, part of the Hidalgo County community, we will work in collaboration with other agencies to combat and assist victims of human trafficking; and

WHEREAS, the City of Pharr urges its residents to participate in Human Trafficking Awareness events to educate themselves about all types of Human Trafficking. The Pharr Police Department Human Trafficking Liaison will provide the resources needed to educate the community about modern day slavery; and

WHEREAS, City of Pharr Texas is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim service providers, and bringing hope and healing to all victims and survivors.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas, by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the month of January 2023 as:

“Human Trafficking Awareness and Prevention Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of January 2023.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED:

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: January 11, 2023

MEETING DATE: January 16, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Public Hearing: Solicitation of comments from the general public on the Voluntary Annexation of 17.425 acres of land, more or less, out of Lots 6 and 7, out of the Re-subdivision of Closner Subdivision, generally located on the northeast corner of South Veterans Boulevard and East Military Highway, Extraterritorial Jurisdiction (ETJ) of the City of Pharr, Texas. **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: In accordance with Section 43.0673 of the Texas Local Government Code, the governing body must provide persons interested in the annexation the opportunity to be heard.

Fiscal Consideration: N/A

Staff Recommendation: Solicitation of comments only

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/11/2023
Approved - 1/11/2023
Approved - 1/11/2023
Final Approval - 1/13/2023

City of Pharr
Notice of Public Hearing

The City of Pharr intends to extend the present corporate limits by annexing land within the City's Extra Territorial Jurisdiction. The Department of Development Services will hold a public hearing regarding the proposed annexation. Any and all persons interested are encouraged to attend the public hearing and review the Service Plan for the area and voice their opinion. Said public hearings are scheduled as follows:

1. Monday, January 16, 2023, at 4:00 p.m. at the Pharr City Commission Room located at 118 S. Cage Boulevard, 2nd floor, Pharr, Texas.

The property is legally described as follows:

All that certain area of land being 17.425 acres of land, more or less, out of Lot 6 and Lot 7, out of the Re-subdivision of Closner Subdivision, Hidalgo County, Texas, generally located at the northeast corner of South Veterans Boulevard and East Military Highway, in the City of Pharr's Extraterritorial Jurisdiction (ETJ), in Hidalgo County, Texas.

I, certify that the above notice of public hearing was posted on the bulletin board at City Hall on this the 4th day of January 2023, at 12:00 p.m. and in the City of Pharr web site (www.pharr-tx.gov)




Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED:

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest

Classification: Regular

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

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.B.

DATE SUBMITTED: January 12, 2023

MEETING DATE: January 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for January 2023.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 2.55% YTD TRUE GROWTH compared to last Year 2022 and 2.55% compared to last January 2022 Payments.

Fiscal Consideration:

n/a

Staff Recommendation: Presentation only

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 1/12/2023

Karla Saavedra

Approved - 1/12/2023

Patricia Rigney

Approved - 1/12/2023

City Management Office

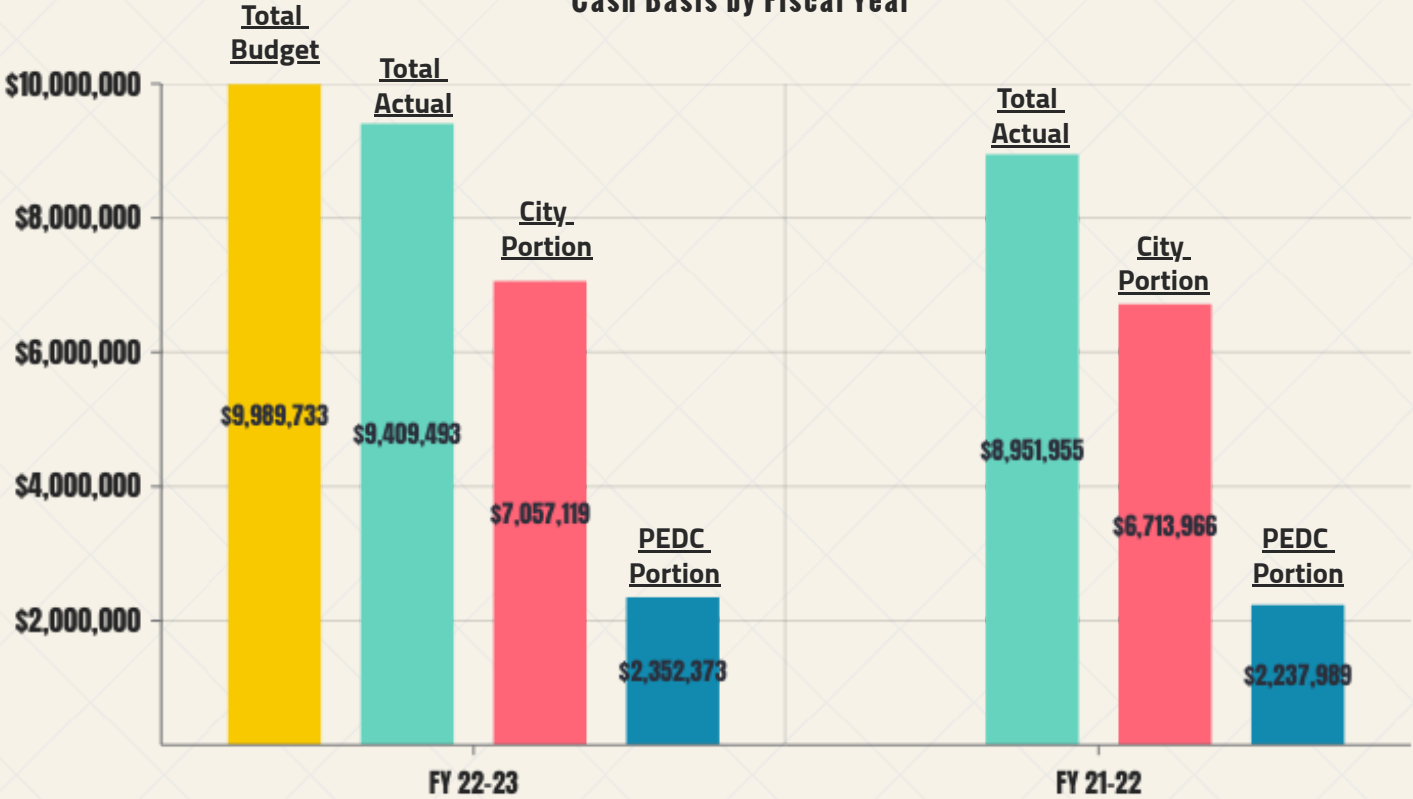
Final Approval - 1/13/2023



CITY OF PHARR SALES TAXES

as of January 2023
FY 2022-2023

SALES TAXES COLLECTIONS
Cash Basis by Fiscal Year



2.55% YTD

Increase in Sales Tax from Last
Year*



2.55%

Compared to January 2022
Cash Basis.

**Ranked
No. 5**

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller.

FY 22-23 (4th month) growth is 5.11 % YTD

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 10, 2023

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for January 3, 2023 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 Tuesday, January 3, 2023

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 - 1/10/2023
Final Approval - 1/13/2023

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, JANUARY 3, 2023
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, January 3, 2023 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Itza Flores

STAFF PRESENT: Anali Alanis, Interim City Manager
Ed 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
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, External Affairs Director
Mike Singleterry, Library
Luis Bazan, Bridge Director
Daniel Ramirez, E.M.S. Chief
Elaina Gonzalez, Chamber
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

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

MINUTES: REGULAR CALLED MEETING
January 3, 2023

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Ruben Alfaro, City Engineer, led the pledge of allegiance and said the invocation.

ITEM 2. PUBLIC TESTIMONY

No one signed up to speak.

ITEM 3. 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 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Anali Alanis, Interim City Manager, stated the engineer's report was in their packet and City Engineer was in the audience and questions could be entertained at this time.

Ruben Alfaro, City Engineer, briefly reported the construction of the Sidewalk Project Phase 1 had just begun. He also reported they were currently working on the environmental clearance for the Dog Park Project.

B) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, reported the City of Pharr would be hosting Community Health Talks every Wednesday in January at different locations. She further stated the events were free and invited the community to attend.

Anali Alanis, Interim City Manager, stated the Police Department would be hosting an event for human trafficking awareness and called upon Nancy Gonzalez, Human Trafficking Liaison, for a report.

Nancy Gonzalez, Human Trafficking Liaison, and Sergeant Danny Garcia invited the community to attend their upcoming Undertaking Against Human Trafficking event on Saturday, January 14, 2023 at Pharr One Building from 8:00 a.m. to 12:00

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p.m. Ms. Gonzalez stated there would be three sessions with four options to choose from and only 15 individuals per session. The sessions would consist of kickboxing, yoga, painting, and self-defense and invited the public to attend.

Anali Alanis, Interim City Manager, reported the It's Time Texas Community Challenge would start on January 9, 2023 to March 5, 2023. She stated the community challenge app was available for participants to register as an individual, as part of the community, or as part of the school district.

Lastly, Anali Alanis, Interim City Manager, reported the New Year's Ball Drop held on Saturday, December 31, 2022 was a successful event and showed a recap video.

ITEM 5. CONSENT AGENDA

- A) **APPROVAL OF MINUTES FOR DECEMBER 19, 2022 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE REPEALING AND REPLACING ORDINANCE NO. O-2010-57 IN ITS ENTIRETY (3RD AND FINAL READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**
- C) **CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. **33 CONSTRUCTION AND ENERGY, LLC., REPRESENTING NORMA D. RODRIGUEZ TREJO, OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 0.97 ACRES, MORE OR LESS, OUT OF LOT 326, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 500 WEST DICKER ROAD. COZ#221169. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**
 - 2. **R. E. GARCIA & ASSOCIATES, REPRESENTING JENE & JONATHAN BYROM, OWNERS, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 1.83 ACRES, MORE OR LESS, OUT OF LOT 249, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1000 - 1200 BLOCK OF WEST JAVELINA DRIVE. COZ#221168. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY. (DEVELOPMENT SERVICES)**

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.

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Ordinance Nos. O-2023-01, O-2023-02, and O-2023-03 are filed with the City Clerk's office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING TWO (2) MEMBERS TO THE KEEP PHARR BEAUTIFUL COMMITTEE (PARKS)

Anali Alanis, Interim City Manager, introduced the item and stated staff recommended Romeo Cantu and Marisa Oliva.

Comm. Carrillo **moved** to appoint Romeo Cantu and Marisa Oliva to the Keep Pharr Beautiful Committee. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2023-01 is filed with the City Clerk's office.

B) CONSIDERATION AND ACTION, IF ANY, ON A RESOLUTION AMENDING RESOLUTION R-2022-48, ACCEPTING THE PETITION FOR VOLUNTARY ANNEXATION, SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING, AUTHORIZING AND DIRECTING PUBLICATION OF THE NOTICE OF SUCH PUBLIC HEARING, AND DIRECTING THE CITY MANAGER TO PREPARE SERVICE PLAN FOR 17.425 ACRES OF LAND, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTH VETERANS BOULEVARD AND EAST MILITARY HIGHWAY, IN THE CITY OF PHARR'S EXTRATERRITORIAL JURISDICTION (ETJ), HIDALGO COUNTY, TEXAS. THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2023-02 is filed with the City Clerk's Office.

ITEM 7. PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, RATIFYING THE RENEWAL OF CARBON BLACK CLOUD ANTI-VIRUS SUBSCRIPTION FOR WINDOW SYSTEMS CITY WIDE FROM SHI GOVERNMENT SOLUTIONS, INC. THROUGH CONTRACT DIR-TSO-4291. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

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Anali Alanis, Interim City Manager, introduced the item.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON FIVE-YEAR FINANCE PURCHASE OF SIX SCALE COMPUTING SERVERS FROM SHI GOVERNMENT SOLUTIONS, INC. AND HPE FINANCIAL SERVICES THROUGH SOURCEWELL CONTRACT NO. 081419 IN THE AMOUNT OF \$244,000.00. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (IT)**

Anali Alanis, Interim City Manager, introduced the item.

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

Mayor Hernandez asked staff if this would be cloud based. Jose Pena, IT Director, responded applications would be handled on one-to-one basis due to not all applications being supported. He further explained this was for the purchase of six servers, three were for public safety and three for city operations.

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

ITEM 8. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A SUBSCRIPTION SERVICES AGREEMENT WITH RECITE ME NA LLC FOR CITY WEBSITE ACCESSIBILITY SOFTWARE. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (IT)**

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.

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER AN AGREEMENT WITH BLUE STONE CAPITAL SOLUTIONS, LLC. FOR PROFESSIONAL FINANCIAL CONSULTING SERVICES FOR THE BRIDGE. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (BRIDGE)**

Anali Alanis, Interim City Manager, introduced the item and recommended a 2-year contract term as approved by the Bridge Board.

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

MINUTES: REGULAR CALLED MEETING
January 3, 2023

- C) **CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 IN THE AMOUNT OF \$598,863.20 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH COBB FENDLEY & ASSOCIATES, INC. FOR THE CITY-WIDE FIBER OPTIC PROJECT, TEAMPHARR.NET FOR ADDITIONAL SCOPE OF WORK. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (IT)**

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 9. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

None.

ITEM 10. RECONVENE

None.

ITEM 11. 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 4:15 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 3rd DAY OF JANUARY 2023 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,

MINUTES: REGULAR CALLED MEETING

January 3, 2023

hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED:

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.1.

DATE SUBMITTED: January 10, 2023

MEETING DATE: January 16, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

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

Classification: Regular

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

Issue: Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/10/2023
Approved - 1/10/2023
Approved - 1/10/2023
Final Approval - 1/13/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

January 16, 2023

Conditional Use Permit **Renewal** for ABC – Sr. Cruda Ceviche & Micheladas, LLC

Background:

Sr. Cruda Ceviche & Micheladas, LLC is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Sr. Cruda Ceviche & Micheladas, LLC

The property is located at 1501 South Cage Boulevard Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577



MEMORANDUM

DATE: MONDAY, JANUARY 16, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

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

GENERAL INFORMATION:

APPLICANT: Sr. Cruda Ceviche and Micheladas, LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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

LOCATION: The property's physical address is 1501 South Cage Boulevard, Suite A.

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

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

Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE:

Recommends approval of the Conditional Use Permit.

HEALTH:

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT
SERVICES:**

Recommends approval of the Conditional Use Permit.

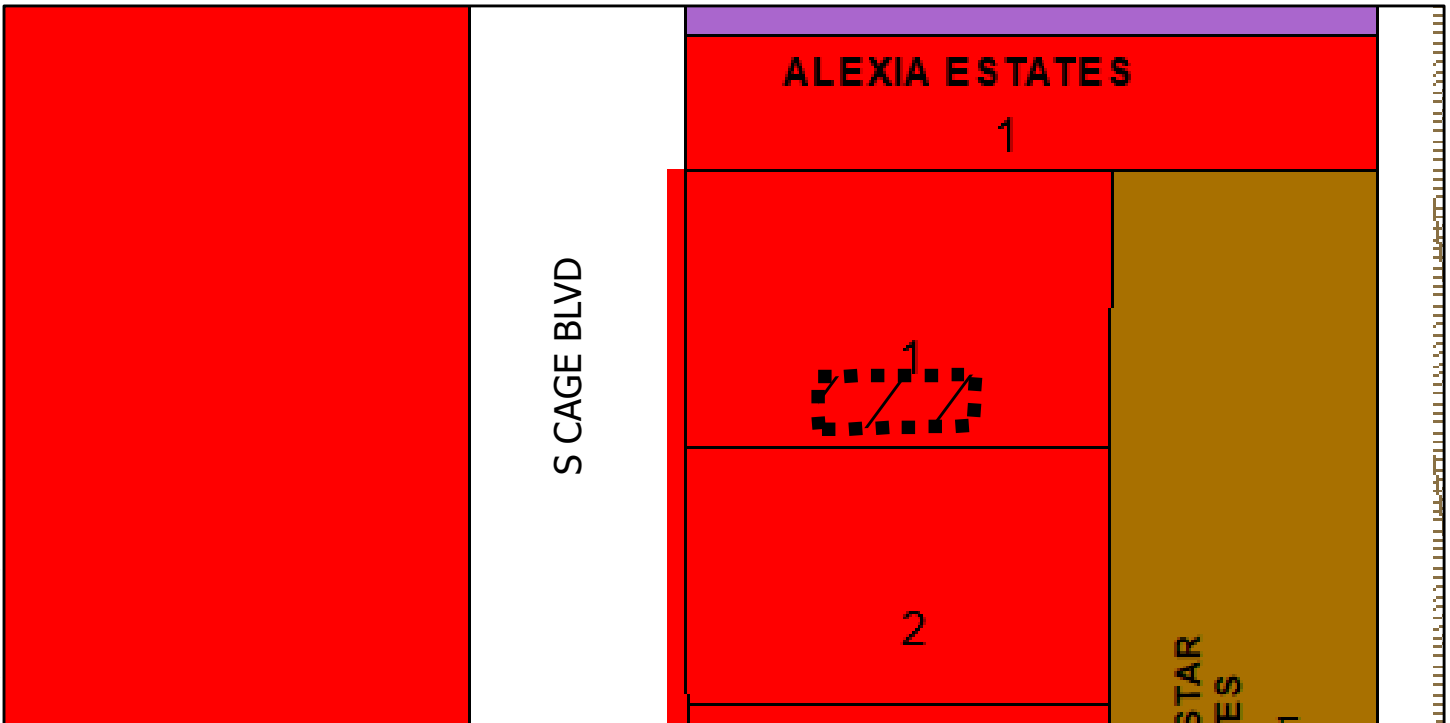
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

Conditional Use Permit Renewal
 0.035 ac, out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision
 SR Cruda Ceviche & Micheladas/ Heriberto Villarreal

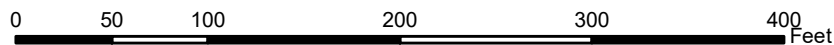


G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal 0.035 ac out of Lot 1, Tropic Star Commercial Plaza, Phase I Subdivision\MXD\CUP Renewal Base.mxd



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

Scale: 1 inch = 100 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 12/27/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.2.

DATE SUBMITTED: January 11, 2023

MEETING DATE: January 16, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 1.27 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1901 West Interstate Highway 2. CUP#170846. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/11/2023
Approved - 1/12/2023
Approved - 1/13/2023
Final Approval - 1/13/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

January 16, 2023

Conditional Use Permit for **Renewal** for ABC – Topgolf USA Pharr, LLC

Background:

Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 4th renewal for Topgolf USA Pharr, LLC.

The property's physical address is 1901 West Interstate Highway 2. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Topgolf USA Pharr LLC_2017

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage | Pharr, Texas 78577



MEMORANDUM

DATE: MONDAY, JANUARY 16, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#170846 (TOPGOLF USA PHARR, LLC)
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GENERAL INFORMATION:

APPLICANT: Topgolf USA Pharr, LLC., is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 1.27 acre tract of land, more or less, out of Lot 1, Top Golf Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1901 West Interstate Highway 2.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, south, east, and southwest portion of the property and City of Pharr limits lie to the northwest portion of the property. This area is generally designated for commercial use in the Land Use Plan.

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

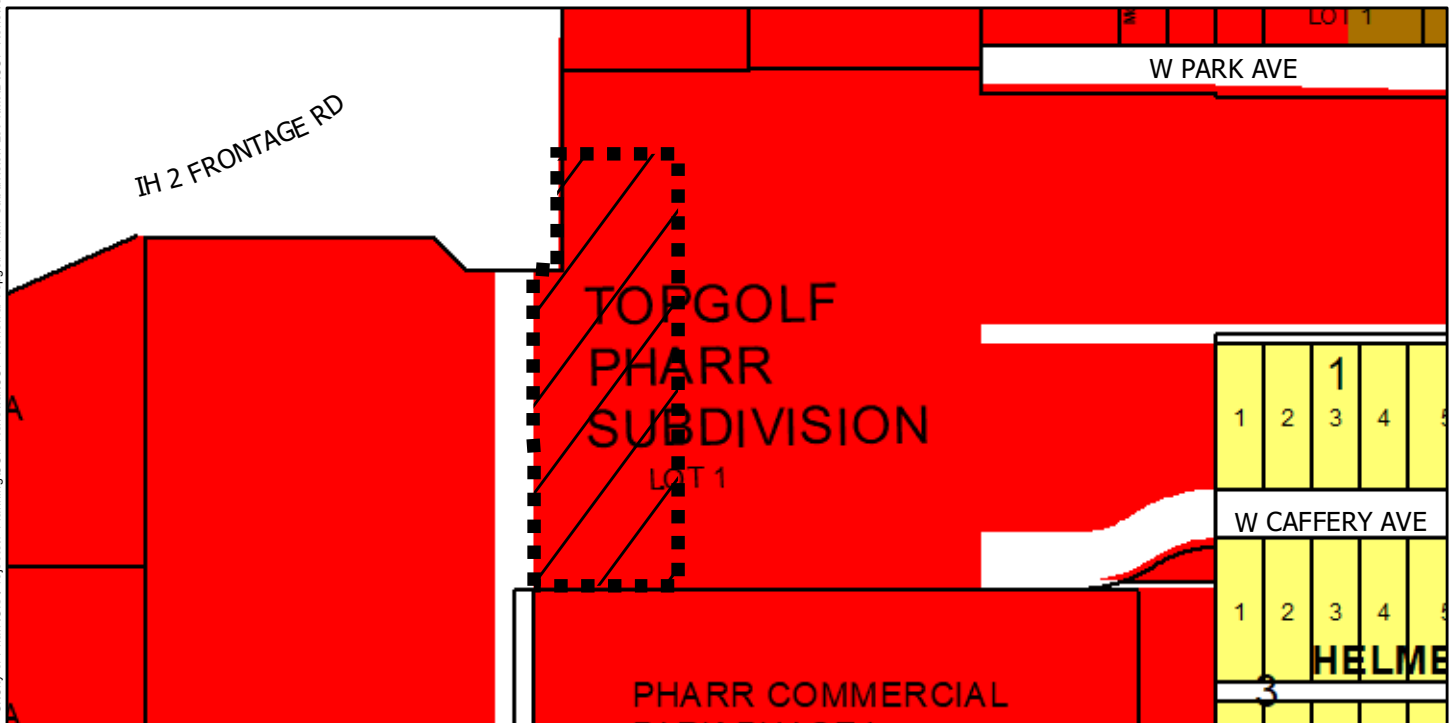
**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

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

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: January 4, 2023

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Municipal Court

DIRECTOR: Juan Villescascas

Agenda Item: Consideration and action if any, on Resolution authorizing the City of Pharr to execute an Interlocal Agreement with the County of Hidalgo for the Scofflaw Program. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: This Interlocal Agreement is a renewal of a five-year Interlocal Agreement entered on February 6, 2018 between the City of Pharr and the County of Hidalgo to participate in the Hidalgo County Scofflaw Program. The term of the agreement will be for a period of five years (it is a three-year agreement with two one-year renewals with the same terms and conditions). Hamer Enterprises provides internet processing services for Hidalgo County.

Fiscal Consideration: The scofflaw program has helped the City of Pharr potentially collect approximately \$3.4M in outstanding citations.

Staff Recommendation: Staff is recommending approval.

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Juan Villescascas
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 1/4/2023
Approved - 1/5/2023
Approved - 1/5/2023
Approved - 1/12/2023
Final Approval - 1/13/2023



PABLO (PAUL) VILLARREAL, JR., PCC

Tax Assessor-Collector

PO BOX 2099
2804 S. BUS. HWY 281
EDINBURG, TX 78540
(956)318-2158

REC'D _____
CC _____

JAN - 3 2023

Judge Juan L Villegas
1900 South Cage
Pharr, TX 78577

CITY OF PHARR
CITY CLERK'S OFFICE
PHARR, TEXAS

December 20, 2022

RE: Notification of the expiration of Interlocal Cooperation Agreement between the City of Pharr, Texas and the County of Hidalgo, Texas

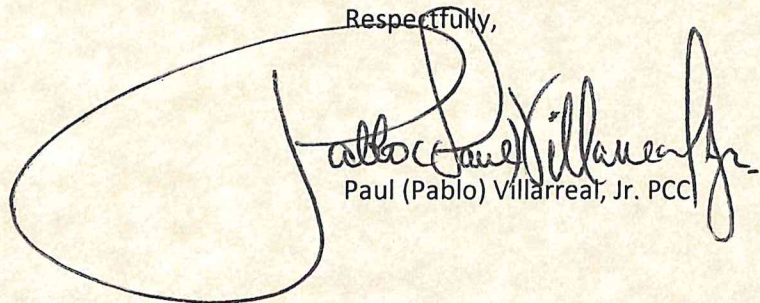
Dear Judge Villegas,

I am writing in regards to the Interlocal Agreement that was entered on February 6, 2018 to participate in the Hidalgo County Scofflaw Program. The agreement was drafted with a five year term and the contract expires on February 6, 2023.

The Hidalgo County Scofflaw Program has helped the City of Pharr potentially collect approximately \$3,443,494.51 in citation monies that were outstanding. We encourage the City of Pharr to continue to use the program as a tool to collect outstanding revenue. The Hidalgo County Tax Office can be utilized by providing resources and staff that the city may not have readily available.

We would love to extend the invitation to continue to participate in the Hidalgo County Scofflaw Program. A Scofflaw contract, Credit Card Processing Agreement and sample Resolution will be sent for your review. If the City of Pharr would like to move forward we ask that the resolution be placed as a line item on the city's agenda for approval. Please contact me with any questions or concerns regarding this matter and I look forward to our continued relationship with the City of Pharr.

Respectfully,



Paul (Pablo) Villarreal, Jr. PCC

AH:EM:SC:CS

Cc: Ambrosio Hernandez, Pharr City Mayor

Cc: Eva Mireles, Hidalgo County Tax office, Chief of Operations

Cc: Santos Castilleja III, Hidalgo County, Motor Vehicle Manager

Cc: Claudia Salinas, Hidalgo County, Scofflaw Compliance Monitor

Tax Office Sub-Stations

1429 S Tower Rd Alamo, TX 78516 (956)784-8688 Fax(956)784-3539	1902 Joe Stephen Ste. 201 Weslaco, TX 78596 (956)973-7825 Fax(956)973-7829	509 E Earling Rd San Juan, TX 78589 (956)283-1645 Fax(956)283-1855	722 N. Breyfogle Rd Ste. 104 Mission, TX 78574 (956)581-8898 Fax(956)580-7425	300 W. Hall Acres Rd Ste. C Pharr, TX 78577 (956)784-3555 Fax(956)784-3556	708 Edinburg Ave Ste. B Elsa, TX 78543 (956)292-7622
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POTENTIAL COLLECTIONS (DENIALS) \$ 3,443,494.51

CITY OF PHARR COLLECTIONS

YEAR

ONLINE

INCODE

2016	\$	1,182.50	\$	-	
2017	\$	104,175.15	\$	854,200.00	
2018	\$	149,479.40	\$	612,883.85	
2019	\$	52,527.70	\$	411,206.46	
2020	\$	37,822.10	\$	162,424.35	
2021	\$	75,085.70	\$	212,689.70	
2022	\$	30,679.80	\$	86,400.00	
	\$	450,952.35	\$	2,339,804.36	\$ 2,790,756.71

RESOLUTION _____

**RESOLUTION AUTHORIZING THE CITY OF PHARR TO EXECUTE AN INTERLOCAL AGREEMENT
WITH THE COUNTY OF HIDALGO AND ALL NECESSARY COUNTY DEPARTMENTS FOR
IMPLEMENTATION AND ENFORCEMENT OF PROGRAM RELATED TO IDENTIFYING AND
FLAGGING VEHICLE OWNERS WHO HAVE OUTSTANDING WARRANT FROM CITY FOR FAILURE
TO APPEAR OR FAILURE TO PAY FINE ON A COMPLAINT THAT INVOLVES THE VIOLATION OF
TRAFFIC LAW; AUTHORITY TO APPROVE ADMINISTRATIVE FEES; AUTHORITY AND APPROVAL
OF ESCROW FUNDS; SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, THAT:

SECTION 1: AUTHORIZATION TO EXECUTE INTERLOCAL AGREEMENT.

- A. The City hereby authorizes appropriate personnel including but not limited to the Mayor and other authorized presiding officers, City Manager, Pharr City Council, and Municipal Court Judge, to contract with the County of Hidalgo and all necessary county departments and divisions for the implementation and enforcement of programs resulting in the flagging of vehicle owners who have outstanding warrant or warrants from the city for failure to appear or failure to pay a fine on a complaint that involves the violation of traffic law.
- B. The City also hereby authorizes the imposition of an additional administrative fee to be collected, in addition to any delinquencies, by violators to be used for the implementation and in furtherance of this program. The City authorizes the payment of fees not to exceed \$20.00 per case to the County of Hidalgo and/or the Hidalgo County Tax Assessor for its participation and cooperation in the program in the effort to assist the City of Pharr in recovering delinquent fines, fees and other court costs.
- C. The City of Pharr further authorizes the payment of escrow funds to the appropriate agencies. The payment of escrow funds may be periodic and continuous throughout the effective date on the agreements.

SECTION 2: SAVINGS CLAUSE

Except as hereby resolved, any other directives or actions of the City of Pharr, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 3: SEVERABILITY CLAUSE

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

SECTION 4: EFFECTIVE DATE

This Resolution shall take effect immediately upon passage by the members of the Board of Commissioners of the City of Pharr.

PASSED AND APPROVED BY THE CITY COUNCIL OF PHARR, TEXAS on this the ____ day of _____, 2023.

CITY OF PHARR:

Dr. Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza
City Clerk

Patricia Rigney, City Attorney

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

This Agreement made and entered into this _____ day of _____, 20____, by and between the **County of Hidalgo, Texas**, hereinafter referred to as "County", with the agreement, consent, and participation of the Hidalgo County Tax Assessor-Collector, hereinafter referred to as the "County or County Tax Assessor-Collector", and the **City of Pharr, Texas**, hereinafter referred to as "City", under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY

- 2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.
- 2.2 City shall provide the County Tax Assessor-Collector with a signed and stamped Scofflaw Denial / Release Form issued from the County office or the online Scofflaw system and a Payment Receipt, if applicable, when a traffic law matter is cleared regarding a person:
 - 2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or
 - 2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or
 - 2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.
- 2.3 Upon receiving a Scofflaw Denial / Release Form as indicated above and a Payment Receipt, if applicable, the County Tax Assessor-Collector may not refuse to register the motor vehicle.
- 2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made regarding

denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

- 2.5 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.
- 2.6 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.
- 2.7 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.
- 2.8 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).
- 2.9 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.
- 2.10 Should City desire to allow vehicle owners to pay outstanding fine(s) online through the County's contracted internet payment services vendor, then City will execute any and all documents necessary to effectuate said service.
- 2.11 City shall obtain and maintain any and all software and technological resources necessary to effectuate Scofflaw services.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR

- 3.1 The County Tax Assessor-Collector shall:
 - 3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.
- 3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

- 3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Scofflaw Denial / Release Form and a Payment Receipt, if applicable, from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.
- 3.4 The County Tax Assessor-Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. **CONSIDERATION AND PAYMENT**

- 4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(e-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.
- 4.2 City shall assess a \$20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.
- 4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.
- 4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.
- 4.5 City shall, on a monthly basis, provide County a report reconciling the \$20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. **TERM AND TERMINATION**

This Agreement shall be effective as of the date of execution first written above, and shall supersede any other prior Agreements. Any Agreement entered into after the expiration of a prior Agreement for the same service, shall be effective as of the first day after the expiration of the prior Agreement. The term of this Agreement shall be for three (3) year(s) and this Agreement shall automatically renew for two (2) additional one year terms upon the same terms and conditions described herein. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other.

6. **NOTICE**

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County: County of Hidalgo, Texas
Attn: Richard F. Cortez, County Judge
100 N Closner Blvd
Edinburg, TX 78539

With Copy to: County Tax Assessor-Collector
Attn: Pablo (Paul) Villarreal, Jr.
2804 US Hwy 281
Edinburg, TX 78539

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

With Copy to: Pharr Municipal Court
Attn: Juan L Villescas, Presiding Judge
1900 South Cage
Pharr, TX 78577

7. **INDEMNIFICATION**

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of county funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

9. VENUE

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas, and it will be subject to the laws of the State of Texas.

10. NONDISCRIMINATION

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, or any other protected class under law.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

12. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES

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

19. **ADDITIONAL DOCUMENTS**

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

THE GOVERNING BODY, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services as outlined above.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year discussed in section five (5) above.

CITY OF PHARR

ATTEST:

Dr. Ambrosio Hernandez, Mayor

Hilda Pedraza, City Clerk

HIDALGO COUNTY

Richard F. Cortez, County Judge

**HIDALGO COUNTY TAX
ASSESSOR-COLLECTOR**

ATTEST:

Pablo (Paul) Villarreal, Jr. PCC

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney

By: _____
Robert Viña III
Assistant District Attorney

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **City of Pharr,(CLIENT)** at 1900 South Cage Blvd, Pharr, TX 78577, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES

William C Hamer

4200-A N. Bicentennial Drive, McAllen, TX 78504

Phone: (956) 682-3466

Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign the Honorable Judge Rodolfo "Rudy" Martinez to perform as liaison.

6. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

7. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

8. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

9. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and
- B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

11. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

12. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

13. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

CLIENT:
City of Pharr, TX

Authorized Signature

Mr. William C Hamer
Printed

CEO
Title

Date

Authorized Signature

Printed

Title

Date

Attest

Title

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

HE will provide their eScofflaw® Hosted Application Services and EZ-NETPAY® Internet Payment Services to CLIENT for collections specific to the CLIENT:

- A. Access to the EZ-NETPAY® eCommerce Gateway via an Internet backbone connection provided by the CLIENT
- B. Access to the eScofflaw® Hosted Application Services via an Internet backbone connection provided by the CLIENT
- C. All maintenance and support of the eScofflaw® Hosted Application Services and EZ-NETPAY® eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES
- D. Training staff on the operation of eScofflaw® Hosted Application Services and EZ-NETPAY® Services
- E. Standard reports predicated on existing EZ-NETPAY® eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw® Portal Absconders Access
eScofflaw® Portal Designated Authorized County Staff Access
eNETPAY® Online Payment Gateway Settlement Reports Site

Connectivity:

High Speed connectivity, Network & Connection Monitoring

Backup Services:

Daily, Weekly, Monthly & Annual backups – this includes the following:
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

Multi-tier Security:

Physical Security, Logical Security, Monitoring and Analysis

Data Base:

Database management updates, daily upload via HE Secure File Transfer Protocol Service.

2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw® Portal.

The CLIENT shall allow any City of Pharr Department or Municipality within City of Pharr to add case data for eScofflaw® collections at the discretion of City of Pharr Commissioners, City of Pharr Departments or the City of Pharr Tax Assessor Collector

3. EXHIBIT C: LOCATIONS

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of Pharr Commissioners or City of Pharr Departments.

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

CLIENT INFORMATION

CLIENT NAME: _____

Federal ID #: _____

Client Contact: _____ Title: _____

Mailing Address: _____

City: _____ State: ____ Zip Code: _____

Phone Number: _____ Fax Number: _____

eMail Address: _____

BANK INFORMATION

Account Name: _____
(Account Name as it appears on bank account)

Bank Name: _____

Routing Number: ____ - ____ - ____
(Nine Digit Number)

Account Number: _____

Check One: ☐ Checking Account ☐ Savings Account

AUTHORIZATION

I hereby authorize Hamer Enterprises/Government Payments to settle into the designated account above for specified transaction types below. This authorization for direct deposit will remain in effect until written notice of cancellation.

Authorized Printed Name: _____
(Printed, entered or typed Name)

Title: _____

Authorized Signature: _____

Date Signed: _____

Please indicate transaction date for settlements to begin: _____

Transaction Types

Please enter specified transaction(s) to be settled into this designated account:
For example Court Cost, Fees and Fines, Tax Payments, Permit, Utility, Water, Water/Sewer etc.

RETURN

This form may be faxed to Hamer Enterprises at: (956) 682-0372

Please mail signed original form(s) to: Hamer Enterprises eCommerce
4200-A North Bicentennial Drive
McAllen, TX 78504

Please use a separate ACH Form for each designated bank account.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: January 11, 2023

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on Ordinance appointing a Deputy City Attorney-Prosecutor for the Pharr Municipal Court (Adoption on One Reading).
This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Regular

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

Issue: Pursuant to Section 45.201 of the Texas Code of Criminal Procedure, all prosecutions in a municipal court shall be conducted by the City Attorney of the Municipality or by a Deputy City Attorney. The appointment is non-assignable and in the event of the Prosecutor's absence or unavailability, the City Attorney shall prosecute and/or make arrangements to handle court during the absence or unavailability of the Deputy City Attorney-Prosecutor.

Fiscal Consideration: \$5,000 per month

Staff Recommendation: Staff recommends appointment of Ricardo Rodriguez Jr. and the Ricky Rod Law Group

Alternatives: Not to appoint

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 1/11/2023
Approved - 1/11/2023
Approved - 1/13/2023
Final Approval - 1/13/2023

ORDINANCE NO. O-2023-__

AN ORDINANCE APPOINTING A DEPUTY CITY ATTORNEY-PROSECUTOR FOR THE CITY OF PHARR MUNICIPAL COURT; PROVIDING FOR QUALIFICATIONS; DUTIES, FEES, COSTS, TENURE; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

WHEREAS, pursuant to Section 45.201 of the Texas Code of Criminal Procedure, all prosecutions in a municipal court shall be conducted by the City Attorney of the Municipality or by a Deputy City Attorney; and

WHEREAS, the Pharr Board of Commissioners wishes to appoint a Deputy City Attorney-Prosecutor to further the efficiency and reduce the case load of cases in Municipal Court and to assist in other duties as assigned by the City Attorney.

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

SECTION 1: Appointment and Term:

The following person is hereby appointed and/or reappointed as the Deputy City Attorney-Prosecutor effective _____ and shall serve, under the supervision of the City Attorney, for a one (1) year period. This appointment may be terminated, with or without cause, upon 30 days' written notice. The person appointed is:

Ricardo Rodriguez Jr. and the Ricky Rod Law Group

The appointment is non-assignable and in the event of the Prosecutor's absence or unavailability, the City Attorney shall prosecute and/or make arrangements to handle court during the absence or unavailability of the Deputy City Attorney-Prosecutor. The Prosecutor shall provide the City Attorney and the Court no less than one week notice of any planned vacation and shall maintain the City Attorney and Court informed of any expected or unexpected absences in a timely manner.

Further, by accepting this appointment, Ricardo Rodriguez Jr. and the Ricky Rod Law Group represents to the Pharr Board of Commissioners that he has and will actively take steps to ensure that there are no conflicts of interest or third-party obligations that will pose conflicts carrying out his duties in this appointment.

SECTION 2: Qualifications and Training: The Prosecutor shall be licensed to practice law in the State of Texas, be a member in good standing, and practice in state courts, and have at least one year experience trying criminal trials to verdict. In addition, the Prosecutor shall attend (virtually or in person) seminars hosted by Texas Municipal

Court Education Center in order to increase proficiency and maintain professionalism through specialized continuing legal education.

SECTION 3: Duties:

The Prosecutor shall:

- (a) Represent the City and prosecute any and all criminal cases (involving Transportation Code offenses and Penal Code offenses) filed in the municipal court of the City of Pharr.
- (b) Represent the City and prosecute any and all code enforcement cases filed in the municipal court of the City of Pharr.
- (c) Prepare for Court, meet with officers and staff to prepare for and conduct trials, research relevant case law, file and respond to motions filed with the court and occasional minor appellate work.
- (d) Work a minimum of twenty (20) hours per week at the Pharr Municipal Court as follows:
 - a. Appear for court settings as set by the presiding judges to handle pretrial conferences/dockets at the Pharr Municipal Court.
 - b. Appear weekly for an additional number of hours, as needed and as determined by the Court, to assist the Court with handling of criminal docket. (Days and times to be set by Court and deputy prosecutor).
- (e) Prosecution shall be conducted as provided in Article 45.201 of the Code of Criminal Procedure and the Texas Rules of Professional Ethics.
- (f) Advise the City Commission, City Attorney, and Court in writing of any potential, perceived, or existing conflicts of interest that may interfere or prohibit the deputy prosecutor from performing the duties hereunder.
- (g) Recuse himself from handling, prosecuting, and/or investigating any case where any potential, perceived, or existing conflict exists.

SECTION 4: Compensation. The City of Pharr shall pay said Deputy City Attorney-Prosecutor a reasonable fee in the amount of \$5,000.00 per month as well as any and all actual costs and expenses while in the course of providing such professional services.

SECTION 5: Repealing Clause.

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

SECTION 6: 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 7: Publication; Effective Date.

The importance of the subject matter of this Ordinance creates an emergency and an imperative public necessity requiring the suspension of the provision of the City Charter of the City of Pharr, Texas, that no Ordinance shall be Passed until it has been read on three (3) separate days and such provision of the City Charter is hereby suspended and said requirement dispensed with a majority of all members of the City Commission.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of January, 2023, A. D.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: January 11, 2023

MEETING DATE: January 16, 2023

FROM: Kimberly Mendoza, Development Services Director

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 17.425 acres of land, more or less, out of Lots 6 and 7, out of the Re-subdivision of Closner Subdivision, generally located on the northeast corner of South Veterans Boulevard and East Military Highway, Extraterritorial Jurisdiction of the City of Pharr, Texas. (1st Reading) **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: This item is the 1st 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 17.425 acres of land, more or less, generally located on the northeast corner of South Veterans Boulevard and East Military Highway 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:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/11/2023
Approved - 1/11/2023
Approved - 1/11/2023
Final Approval - 1/11/2023

O-2023-_____

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS AND ANNEXING TERRITORY CONSISTING OF 17.425 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED ON THE NORTH EAST CORNER OF SOUTH VETERANS BOULEVARD AND EAST MILITARY HWY (281), 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 17.425 acres; and

Section 4: The territorial limits of the City of Pharr, Texas contained approximately 15,277 acres (23.87 square miles) as of November 07, 2022; and

Section 5: The Director of Development Services held a public hearing on the proposed annexation, on Monday, January 16th, 2023 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 17.425 acres for a total of approximately 15,294.425 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 16th day of January, 2023.

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 _____, 2023.

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 _____, 2023.

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 northeast corner of South Veterans Boulevard and East Military HWY (281). The property is approximately **17.425 AC** and is illustrated in EXHIBIT A and further described below:

OWNER: Jorge A. Andrade, Manager for Blu-Man Investments, LLC.

TRACT 1: A 17.425-acres being out of Lots 6 and 7, Re-Subdivision of Closner 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.

EXHIBIT B (2 of 3)

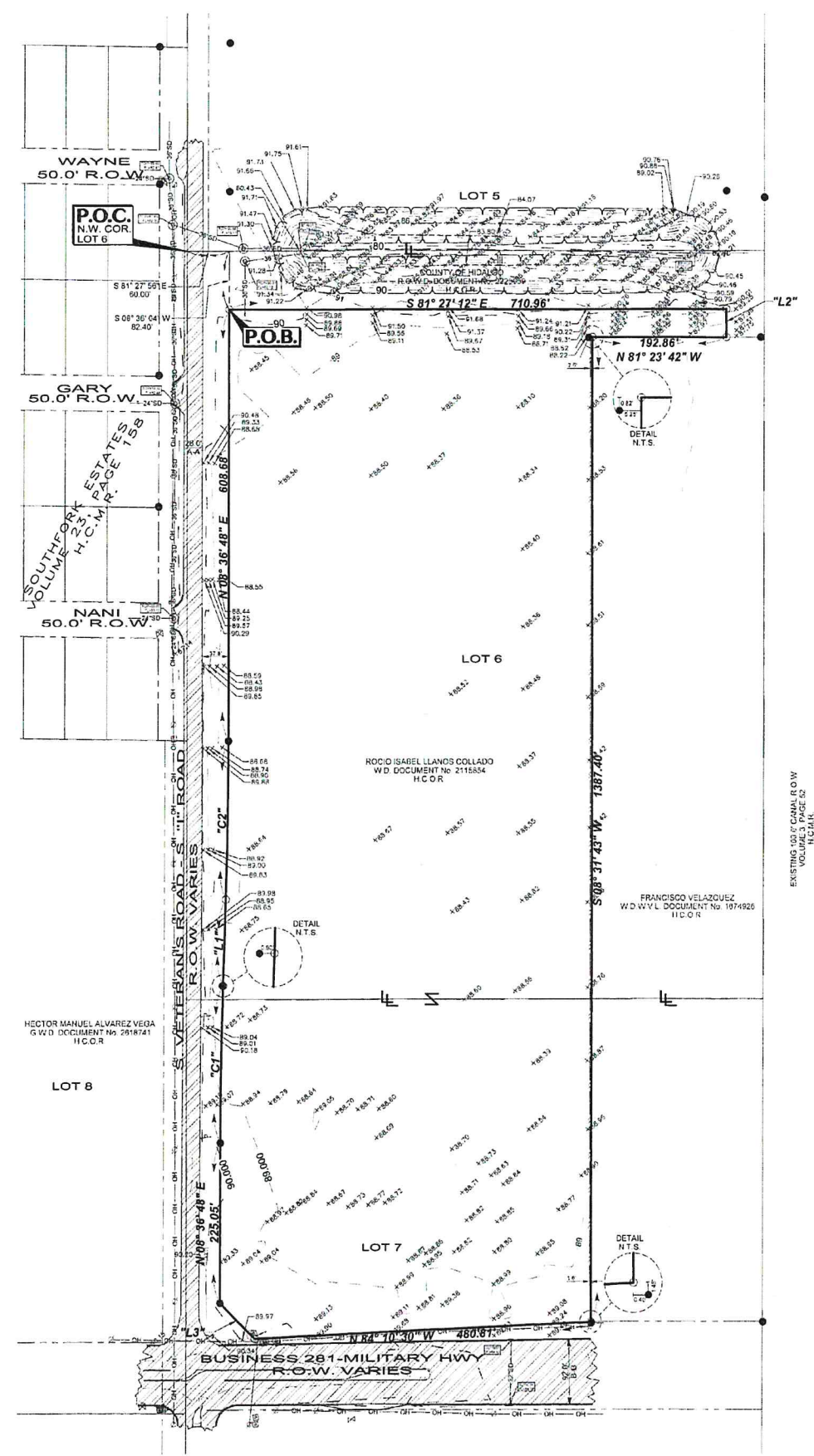
PROPERTY DESCRIPTIONS

1) OWNER: Jorge A. Andrade, Manager for Blu-Man Investments, LLC.

TRACT 1: A 17.425-acres being out of Lots 6 and 7, Re-Subdivision of Closner Subdivision, Hidalgo County, Texas.



EXHIBIT B
3 OF 3



Line Table				
Line #	Direction	Length		
1	N 12° 16' 47\"	121.90		
2	S 28° 22' 52\"	28.67		
3	N 34° 22' 12\"	79.82		

Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Length
1	65° 39' 57\"	7449.02	229.64	112.33	230.63
2	151° 39' 57\"	7449.02	229.63	111.78	230.34

- LEGEND**
- FOUND NO. 4 REBAR
 - SET NO. 4 REBAR WITH PLASTIC
 - CAP STAMPED MELDEN & HUNT
 - ⚡ POWER POLE
 - ⚡ SERVICE POLE
 - CUY WIRE
 - ⓧ TELEPHONE PEDESTAL
 - ⓧ UNDERGROUND CABLE MARKER
 - ⓧ AT&T UNDERGROUND CABLE MARKER
 - ⓧ SINGLE POST SIGN
 - ⓧ FIRE HYDRANT
 - ⓧ FLUSH VALVE
 - ⓧ WATER VALVE
 - ⓧ TELEPHONE MANHOLE
 - ⓧ STORM SEWER MANHOLE
 - FENCE
 - EDGE OF DITCH
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**PLAT SHOWING
17.425 ACRES
BEING
OUT OF LOTS 6 AND 7,
RE-SUBDIVISION OF CLOSER SUBDIVISION
VOLUME 1, PAGE 56A H.C.M.R.
CITY OF PHARR
HIDALGO COUNTY, TEXAS**

FLOOD ZONE
ZONE "C"
AREAS OF MINOR FLOODING
COMPASTY-FRANK L. HUNTER 4502M 0000 B
MAP DATE: JANUARY 2, 1991

- NOTES**
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR
 2. DEARING EXIST IS FROM THE NO. 4 REBAR FOUND AT THE NORTH CULVERT CORNER AND EAST RIGHT-OF-WAY LINE OF SOUTH VETERANS ROAD - 320TH ST ROAD AND THE NO. 4 REBAR FOUND WHICH BEARS 3 OF 34 48' 10\"
 3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE AND GRID COORDINATES
 4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE CURVE TABLE WHICH MAY SHOW EASMENTS APPROPRIATE THIS TRACT. THE SURVEYOR IS ADVISING THE RECORDS OF THIS PLAT THAT EASMENTS MAY AFFECT THIS TRACT
 5. ELEVATION DATUM PER NAVD 83 (GEOID 2100)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 01/17/22 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 01/17/22



JOB No. **22020.02**
DRAWING DATE: 01-18-2022
DRAWN BY: B.M.
File Name: 22020.02
T-1144, PG. 5

REVISION _____ DATE _____ BY _____

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

116 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1830
ESTABLISHED 1947 - www.meldenandhunt.com



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: December 29, 2022

MEETING DATE: January 16, 2023

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on Petition for request for election services pursuant to Section 31.095 of the Election Code. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: On December 28, 2022, the City of Pharr received a Petition for Election Services Contract with Hidalgo County signed by 89 individuals. The petition has been reviewed by the City Clerk's Office and City Attorney and was verified with the Hidalgo County Elections Department to verify the names on the petition as requested by voters residing in the City of Pharr.

The Hidalgo County Elections Department determined that of the 89 signatures

2 did not live in Pharr

2 are not registered voters (not found)

3 were duplicate signatures

11 were crossed out signatures

70 live in the City of Pharr and are registered voters

Section 31.092 states that a political subdivision, located in a county with a population of more than 500,000 that does not contain a municipality with a population of more than 150,000, that is served by a County Elections Administrator is required to contract with a county if it receives a petition, requesting the contract, that is equal to or exceeds one percent of all votes cast in the most recent general election held by the political subdivision.

The most recent general election held in Pharr was May 1, 2021. The total number of votes cast was 4,104. Therefore, one percent would equal to 41.

The City of Pharr must now request an election services contract with the County Elections Administrator to conduct a uniform/general election to be held in 2023.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends accepting petition.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez

Created/Initiated - 12/29/2022

Patricia Rigney

Approved - 12/29/2022

Karla Saavedra

Approved - 12/29/2022

City Management Office

Final Approval - 1/13/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: January 11, 2023

MEETING DATE: January 16, 2023

FROM: Olga Lerma, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on submission of the Substantial Budget and Program Amendment to the City of Pharr's Annual Action Plan for Program Years 2019 and 2020 and Citizen Participation Plan. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: On December 8, 2022 the Community Development Council held a public hearing to obtain comments on a Substantial Amendment to the City of Pharr's Annual Action Plan for Program Years 2019, 2020 and The Citizen Participation Plan. The purpose of the substantial amendment was to reallocate funding as follows: FY 2019 transferring \$150,000 from the Small Business Relief Program to the Emergency Utility Program
FY 2020 transferring \$243,953.17 from Jones Box Park to South Pharr WIFI program. Public comments were received against the approval, GMCD recommends the approval for the Substantial Amendment.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of the Substantial Amendment.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Lerma
Cynthia Garza
City Management Office

Created/Initiated - 1/11/2023
Approved - 1/11/2023
Final Approval - 1/13/2023

ADDENDUM
PUBLIC HEARING NOTICE
CITY OF PHARR, HIDALGO COUNTY, TEXAS
Publication Date: Wednesday, December 7, 2022

SUBSTANTIAL AMENDMENT

Pursuant to the U.S. Department of Housing and Urban Development (HUD) CDBG regulations, the City of Pharr, will conduct a Public Hearing to solicit input from interested parties on the proposed Substantial Amendment to the 2019 Action Plan, 2020 Action Plan and Citizen Participation Plan.

The Draft Substantial Amendment to the 2019 Action Plan, 2020 Action Plan and Citizen Participation Plan will be available for the public to view at the GMCD Office, City Hall Kiosk, Public Library and City of Pharr’s Website.

The City of Pharr is soliciting public comments during a 30-day Comment Period from November 16, 2022 through December 16, 2022. The Community Development Council will hold a Public Hearing to solicit public comment from interested citizens, non-profit public service organizations and other public agencies. The Public Hearing was scheduled to be held on Thursday, December 8, 2022 at 6:00 p.m. and will now be held on Wednesday, December 14, 2022 at City Commission Meeting Room located at 118 S. Cage Blvd, Second Floor, Pharr, Texas 78577.

The following is the proposed Substantial Amendment for your consideration:

One Year Action Plan FY 2019- Cares Act Covid-19

From Activity	EXISTING		To Activity	PROPOSED	
	Amount	Beneficiary Type		Amount	Beneficiary Type
<u>Small Business Relief</u>	\$200,000	People	<u>Emergency Utility Program</u>	\$150,000	People

The proposed amendment will reduce the amount from the current available balance available in the Small Business Relief program and fund the Emergency Utility Assistance Program.

One Year Action Plan FY 2020

From Activity	EXISTING		To Activity	PROPOSED	
	Amount	Beneficiary Type		Amount	Beneficiary Type
<u>Jones Box Park</u>	\$364,179.78	People	South Pharr WIFI	243,953.17	People

The proposed amendment will reduce the amount currently available in the Jones Box Park activity. A substantial amendment was made in May 2021 but was never funded in its entirety. Therefore, we will be moving the unused funds into the South Pharr WIFI which has since become a priority activity for the community.

It is the objective of the City of Pharr to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. Persons with disabilities/handicapped, non-English speaking, or limited English proficiency (LEP) who may require an interpreter shall be provided upon request by calling (956) 402-4190 at least three (3) days in advance. Persons who are deaf, hard-of-hearing, deaf- blind or speech-disabled may use Relay Texas at (800) 735-2989 to call the City of Pharr Grants Management Community Development Department and request arrangements in order to participate in the citizen participation process. The City of Pharr does not discriminate on the basis of disability status in the admission of, or access to, or treatment in its federally assisted programs or activities.

For more information, please come by the Grants Management Community Development Department at 118 S. Cage Blvd, Second Floor or call (956) 402-4190. Written comments may be forwarded to:

Grants Management Community Development Department
Cynthia Garza, GMCD Director
118 S. Cage Blvd, Second Floor
Pharr, Texas 78577

I, the undersigned authority do certify that the above document of said notice is a true and correct copy and that said notice was posted on the bulletin board of City Hall, The Advance, The Pharr Library, on the City's web page at www.pharr-tx.gov. This notice was posted at a place convenient and readily accessible to the general public at all times, and said notice was posted on December 7, 2022 at 5:00 p.m. and will remain posted continuously for the period of the aforementioned 15-day Comment Period in compliance with Chapter 551 of the Texas Government Code (Open Meeting Act)

WITNESS MY HAND AND SEAL, THIS 7th DAY OF DECEMBER, 2022.


HILDA PEDRAZA, CITY CLERK



REVISIÓN AL
AVISO DE AUDIENCIA PÚBLICA
CIUDAD DE PHARR, CONDADO DE HIDALGO, TEXAS
PRESUPUESTO SUSTANCIAL Y ENMIENDA DEL PROGRAMA

En cumplimiento con los requisitos del Departamento de Viviendas y Desarrollo Urbano (CDBG), la Ciudad de Pharr llevará a cabo una Audiencia Pública para solicitar aportes de las partes interesadas sobre la propuesta de modificación sustancial del presupuesto para los Años Fiscales 2019, 2020 y el Plan de Participación Ciudadana.

Este aviso está destinado a proporcionar información general al público sobre la enmienda sustancial propuesta para los Años Fiscales 2019, 2020 y el Plan de Participación Ciudadana. Este aviso estará disponible para el público por medio de la oficina de GMCD, Kiosko en la alcaldía, biblioteca pública y la red de internet de la ciudad de Pharr.

La ciudad de Pharr estará solicitando comentarios del público durante un periodo de 30 días para solicitar comentarios empezando 16 de noviembre hasta el 16 de diciembre. La audiencia publica que estaba programada para el jueves, 8 de diciembre, 2022 ahora se llevara a cabo durante la junta de Consejo de Desarrollo Comunitario el Miércoles, 14 de Diciembre, 2022 a las 6:00 pm ubicado en el salón de la Comisión de Pharr, 118 S. Cage Blvd, 2do piso, Pharr, Texas 78577.

Las líneas de pedido del proyecto que se están modificando son las siguientes:

One Year Action Plan FY 2019- Cares Act Covid-19

From Activity	EXISTING		To Activity	PROPOSED	
	Amount	Beneficiary Type		Amount	Beneficiary Type
<u>Small Business Relief</u>	\$200,000	People	<u>Emergency Utility Program</u>	\$150,000	People

La enmienda sustancial del presupuesto y el Programa para los fondos 2019 Cares Act- Covid-19 se llevará acabo para reducir los fondos de el Small Business Relief Program y agregar los fondos en el Emergency Utility Assistance Program.

One Year Action Plan FY 2020

From Activity	EXISTING		To Activity	PROPOSED	
	Amount	Beneficiary Type		Amount	Beneficiary Type
<u>Jones Box Park</u>	\$364,179.78	People	South Pharr WIFI	243,953.17	People

La enmienda sustancial del presupuesto y el Programa para los fondos 2020 se llevará acabo para reducir los fondos disponibles en Jones Box Park. Estos fondos fueron enmendados en mayo de 2021 pero no en su totalidad. Estos fondos se usarán en una actividad de se a comprobado ser más necesario en el South Pharr WIFI.

El objetivo de la Ciudad de Pharr es cumplir con la Sección 504 de la Ley de Rehabilitación de 1973, según enmendada, la Ley de Estadounidenses con Discapacidades (ADA) de 1990 y la Ley de Enmienda de la ADA de 2008, la Ley de Vivienda Justa y la Ley de Barreras Arquitectónicas Con todo respeto. Las personas con discapacidades / discapacitadas, que no hablen inglés o que tengan un dominio limitado del inglés (LEP) que puedan requerir un intérprete se proporcionarán a pedido llamando al (956) 402-4190 con al menos tres (3) días de anticipación. Las personas con problemas de audición, sordociegos o con discapacidad del habla pueden usar Relay Texas al (800) 735-2989 para llamar GMCD y solicitar arreglos para participar en el proceso de participación de ciudadanos. La Ciudad de Pharr no discrimina sobre la base del estado de discapacidad en la admisión, el acceso o el tratamiento en sus programas o actividades con asistencia federal.

La Ciudad de Pharr fomenta la participación ciudadana en el proceso de comentarios públicos. Si no puede asistir a la audiencia, se aceptarán comentarios por escrito hasta la fecha de la audiencia. Para obtener más información, comuníquese con la oficina del GMCD al (956) 402-4190. Los comentarios escritos pueden enviarse a:

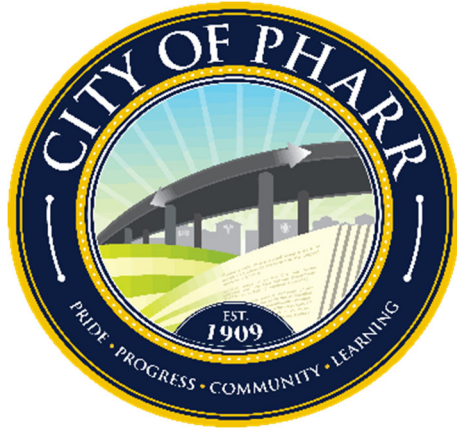
Grants Management Community Development Department
Cynthia Garza, Directora de GMCD
118 S. Cage Blvd, 2ndo piso
Pharr, Texas 78577

Yo, la autoridad firmante certifico que el documento anterior de dicho aviso es una copia verdadera y correcta y que dicho aviso fue publicado en el tablon de anuncios del the Municipal de la Ciudad de Pharr, The Advance, Pharr Library, en la pagina web de la ciudad en www.pharr-tx.gov. Este aviso fue publicado en un lugar conveniente y facilmente accesible para el publico en general en todo momento, y dicho aviso fue publicado el miercoles, 7 de diciembre de 2022 a las 5:00 p.m. y permanecera publicado continuamente en cumplimiento con el Capitulo 551 delCodigo del Gobierno de Texas (Ley de Reunion Abierta).

ATESTIGUA MI MANO Y SELLO, EL DIA 7 de DICIEMBRE DE 2022


HILDA PEDRAZA, CITY CLERK





City of Pharr, Hidalgo County

Citizen Participation Plan

CITIZEN PARTICIPATION PLAN

CITY OF PHARR

HIDALGO COUNTY, TEXAS

INTRODUCTION

The City of Pharr, Hidalgo County, Texas is required by law (24 CFR Part 91.105) to have a detailed Citizen Participation Plan (CPP) which contains the City's policies and procedures for public involvement in the Consolidated Plan Strategy (CPS) process; when preparing an assessment of fair housing (AFH), and the use of Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with Aids (HOPWA) money. This Citizen Participation Plan must be available to the public.

ENCOURAGING PUBLIC PARTICIPATION

The law requires that our Citizen Participation Plan both provide for and encourage public participation, in the development of the AFH, any revisions to the AFH, the consolidated plan, any substantial amendments to the consolidated plan or annual action plan, the consolidated annual performance and evaluation report and when applying for Section 108 Loan Guarantee Assistance.

The following are encouraged to participate in the development of documents aforementioned:

Low and moderate income people, especially those living in predominately low and moderate income neighborhoods, particularly those persons living in areas designated as a revitalization area or in a slum and blighted area where CDBG funds are proposed to be used.

Minorities, people who do not speak English, homeless individuals and families, and people with disabilities is encouraged. Citizens are encouraged to participate Summaries of basic information about CDBG and the Consolidated Planning process; and AFH are to be made available in English and Spanish (when requested)

Local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community based and faith based organizations)

Local public housing agencies and residents of public housing (including any resident advisory boards, resident councils, and resident management corporations)

THE ROLE OF LOW INCOME PEOPLE

The law declares that the primary purpose of the programs covered by this Citizen Participation Plan is to improve communities by providing: decent housing, a suitable living environment, and growing economic opportunities-all principally for low and moderate income people. The amount of federal CDBG funds that are awarded o the City of Pharr each year is mostly based upon the severity of both poverty and substandard housing conditions in Pharr. Therefore, it is necessary that public participation genuinely involve low income residents who experience these conditions. Participation by low income people is strongly encouraged and must take place at all stages of the process.

STAGES

In general, the stages or events include:

Identification of housing and community development needs. Preparation of a draft use of funds for the upcoming year, called the proposed Annual Action Plan. Sometimes there might also be the development of a proposed Consolidated Plan or the development of the Assessment of Fair Housing, and any amendments. Formal approval by elected officials of a final Annual Action Plan or Consolidated Plan.

On occasion during the year, it might be necessary to change the use of the money already budgeted in an Annual Action Plan, or to change the priorities established in the Consolidated Plan. In that case, a formal Substantial Amendment will be proposed, considered, and acted upon. After a "program year" is complete, an Consolidated Annual Performance and Evaluation Report must be drafted for public review and comment, and then submitted to HUD.

THE PROGRAM YEAR

The "program year" chosen by Pharr is October 1 through September 30.

PUBLIC NOTICE

There shall be a 30 day advance public notice published in English & Spanish for the development and any revisions to the AFH; proposed Annual Action Plan or Consolidated Plan; any proposed Substantial Amendment to the Action Plan or Consolidated Plan, Section 108 Loan Guarantee Applications; and a 15 day advanced public noticed for the Consolidated Annual Performance and Evaluation Report to give the public adequate notice.

Public notice provisions under this Citizen Participation Plan may include exception to the aforementioned requirements during periods of Federal, State and/or County Emergency Declarations due to unforeseen circumstances, emergencies, or acts of GOD or other circumstances that may require immediate attention in order to alleviate or prevent serious damages or threat to human life or property. This plan may establish exceptions which allow expedited procedures to draft, propose or amend consolidated plans.

Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5 day period that can run concurrently for comments on the action plan amendment and amended citizen participation plans. In person public hears are not required. Grantees may meet the public hearing requirements with virtual or via telephone conference public hearings if the nature of the emergency includes national/local health authorities recommend or impose requirements to:

Implement social distancing to limit public gatherings as a public health response; implement virtual meetings or teleconference hearings providing reasonable notification and access for citizens in accordance to federal/state law, and/or grantees certification; and the opportunity for timely responses from local officials to all citizen questions and issues as well as public access to all questions and responses.

FORMS OF PUBLIC NOTICE

Public notices will be published in a paper of general circulation such as the Advance News newspaper. However, in order to reach the majority of the City's population, specifically the low to moderate income population, the City may also advertise in The Monitor newspaper.

Notices will be sent to any person or organization requesting to be on a mailing list.

Notice may also be sent to neighborhood organizations, public housing authority, developments, radio and television media, and other persons or groups as deemed appropriated by the Community Development Department.

Notice may be posted on the internet through social media and on the City's web page at www.pharr-tx.gov

Notice may be posting at public libraries, government offices, and public places.

PUBLIC ACCESS TO INFORMATION

The City will provide citizens/residents, public agencies, and other interested parties with reasonable and timely access to the documents relating to the Consolidated Plan, Annual Action Plan, revisions to the AFH, Section 108 Loan Guarantee applications and Consolidated Annual Performance & Evaluation Report.

For non-English speaking citizens/residents, reasonable steps to provide language assistance to ensure meaningful access will be provided. Those speaking Spanish will be assisted by staff, board members, and officials who are proficient in the Spanish language.

Persons requiring materials in a language other than English should contact the Grants Management & Community Development Staff at (956) 402-4190, 118 S. Cage Boulevard, Pharr, TX 78577.

Standard documents include:

The proposed and final Annual Action Plan.

The proposed and final Consolidated Plan.

Proposed and final Substantial Amendments to either an Annual Action plan or the Consolidated Plan.

Consolidated Annual Performance & Evaluation Reports. (CAPER)

Assessment of Fair Housing (AFH) or revisions

Amendments or revisions to the AFH

The Citizen Participation Plan

AVAILABILITY OF STANDARD DOCUMENTS

In the spirit of encouraging public participation, copies of standard documents will be made available for office review. Summaries of standard documents will be provided to the public at no cost but must follow the City of Pharr's Public Information Request Policy. These materials will be made available in a form accessible to persons with disabilities and to persons who do not speak English, whenever requested.

PLACES WHERE STANDARD DOCUMENTS ARE AVAILABLE

Standard documents will be available at the office of the Grants Management & Community Development Staff at (956) 402-4190, 118 S. Cage Boulevard, Pharr, TX 78577.

PUBLIC HEARINGS

Public hearings are required by law in order to obtain the public's views and to provide the public with the City's responses to public questions and proposals.

Whenever possible, public hearings will be held at or after 5:30 p.m., a time convenient to most people who might benefit from the use of funds.

Public hearings will be held at places accessible, convenient and not intimidating to most people who might benefit from the use of funds. Locations may include the public library, City Hall Commissioner Room, Public Housing Authority locations.

Public Hearings and Populations with Unique Needs

All Public Hearings will be held at locations accessible to people with disabilities, and provisions will be made for people with disabilities when requests are made at least three (3) working days prior to a meeting.

Translators will be provided for people who do not speak English when requests are made at least three (3) working days prior to a meeting. These services shall be provided at no charge to the public.

The Conduct of Public Hearings

To ensure that public hearings are meaningful to citizens/residents, each citizen/resident choosing to speak will be allowed one minute and a half (1.5) minutes to make a verbal presentation.

STAGES IN THE PROCESS

Identifying Needs

Housing and community development needs of low and moderate income people are so great and so diverse therefore, priorities must be set in order to decide which needs should get more attention and more resources than other needs. This is the basic reason the Consolidated Plan exists.

The laws and regulations require at least one (1) public hearing each year to obtain residents' opinions about needs, and what priority those needs have. If time permits, public hearings will be held in different neighborhoods to determine the specific needs and priorities identified by low and moderate income people. At a minimum, two (2) public hearing will be held in order to allow citizens to actively participate in the community development process (Annual Action Plan and the CAPER).

Public hearings about needs will be completed 30 days before a draft Annual Action Plan/Consolidated Plan is published for comment, so that the needs identified can be considered by the City and addressed in the draft Annual Action Plan or Consolidated Plan.

Assessment of Fair Housing

At, or as soon as feasible after the start of the public participation process, HUD provided data and any other supplemental information will be made available to its citizens/residents, public agencies, and other interested parties. The HUD-provided data available to the public by cross-referencing to the data on HUD's Web site.

The "Proposed" Annual Action Plan or Consolidated Plan

The law providing the funds covered by this Citizen Participation Plan calls for improved accountability of jurisdictions to the public. In that spirit and in compliance with the terms of the law, Pharr will use the following procedures.

At the beginning of this stage, the City of Pharr will provide the public with an estimate of the amount of CDBG, HOME, ESG, and HOPWA funds it expects to receive in the upcoming year, along with a description of the range of types of activities that can be funded with these resources. Also, the public will be given an estimate of the amount of these funds that will be used in ways that will benefit low and moderate income people.

The plans of the City of Pharr to minimize the extent to which low and moderate income people will have to leave their homes as a result of the use of these federal dollars (called "displacement") will also be available at this time. This "anti-displacement plan" will also describe how Pharr will compensate people who are actually displaced as a result of the use of these funds, specifying the type and amount of compensation.

The following steps represent the process:

Development of the Assessment of Fair Housing

- Publish & Post notice.
- There shall be a 30 day comment period before final approval by the City Commission.
- There shall be a public hearing before the Community Development Council during the 30 day comment period.
- Send to HUD for final approval.

Consolidated Plan/Annual Action Plan

- Publish & Post Notice of Funding Availability.
- A public hearing about the proposed Consolidated Plan/Annual Action Plan will be conducted by the City Commission at least 30 days before final approval allowing for additional comments.
- There shall be a public hearing before the Community Development Council during the comment period before final approval by the City Commission.
- Send to HUD for final approval.

Substantial Amendments

- Publish & Post notice.
- There shall be a 30 day comment period.
- There shall be a public hearing before the Community Development Council during the comment period followed by a public hearing before the City Commission.
- Send to HUD for final approval.

Consolidated Annual Performance & Evaluation Report (CAPER).

- Publish & Post notice.
- Hold public hearing
- There shall be a 15 day comment period.
- Submit to HUD for approval.

Technical Assistance

City staff will work with organizations and individuals representative of low and moderate income people who are interested in submitting an application to obtain funding for an activity. All potential applicants for funding are encouraged to contact City staff for technical assistance before completing an application/proposal for funding.

Availability of a Proposed Annual Action Plan, Consolidated Plan, CAPER and AFH

Copies of the proposed Annual Action Plan/ Consolidated Plan will be made available to the public free of charge and without delay. In addition, copies will be available for viewing at the locations specified above in the section, "Public Access to Information."

So that low and moderate income people can determine the degree to which they might be affected, they will be provided with a summary of the Proposed Annual Action Plan, Consolidated Plan, and AFH at least 30 days

prior to the date of final approval of the Annual Plan/Consolidated Plan by the Pharr City Commission. Information available will consist of: HUD-required sections, the HUD-required Priorities Table, and a written description of all proposed uses of CDBG, HOME, ESG, AND HOPWA funds; and AFH HUD provided data. At a minimum, description shall include the type of activity, location and the amount of federal money to be allocated.

This requirement may be satisfied by distributing summaries of the Annual Action Plan/ Consolidated Plan, and AFH, along with information as to where complete copies may be reviewed.

Public Hearing and Further Action

A public hearing about the Proposed Annual Action Plan/Consolidated Plan will be conducted by the Mayor and City Commission at least 30 days before the Plan becomes final thereby allowing for further public comments.

In preparing a final Annual Action Plan, Consolidated Plan, or AFH, a careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The Final Annual Action Plan/Consolidated Plan, and AFH will have a section that presents all comments and explains why any comments were not accepted.

The "Final" Annual Action Plan, Consolidated Plan, AFH, and CAPER

Copies of the Final Annual Action Plan/ Consolidated Plan, AFH, and summary of it will be made available to the public at no cost within ten (10) written days of the request through the City's Public Information Request Portal. A copy will be available for viewing at the locations indicated earlier in "Public Access to Information."

"Amendments" to the Annual Action Plan (and/or the Consolidated Plan)

The Final Annual Action Plan/Consolidated Plan will be amended any time there is:

A change in one of the Priorities presented on the HUD-required Priority Table;
creation or deletion of activity;

A change in the purpose, location, scope, or beneficiaries of an activity (described more fully later).

A material change in the AFH HUD provided data which effect established priorities and goals. The public will be given 30 days to comment on any revision/amendment to the AFH before submission to HUD for approval.

Public notification requirements will be followed for substantial amendments to the Annual Action Plan/Consolidated Plan and AFH.

“Substantial Amendments”

The following will be considered "substantial" amendments:

A change in the use of CDBG money from one activity to another of \$100,000.00 or more.

The addition of an activity not originally described in the Annual Action Plan.

Elimination of an activity originally included in the Annual Action Plan

A change in the purpose of an activity (such as changing a construction project from residential to commercial).

A significant change in the location of an activity.

A decrease of 20% or more in the number of low and moderate income beneficiaries.

“Public Notice and Public Hearing for Substantial Amendments”

There must be reasonable notice of a proposed Substantial Amendment so that residents will have an opportunity to review and comment on it. Notice will be made according to the procedures described earlier in the Citizen Participation Plan, with the addition of the following procedures specifically for Substantial Amendments:

A detailed written description of the proposed Substantial Amendment will be made available to the public at no cost within three (3) working days of a request for same. Copies will also be available at the locations indicated earlier in this Citizen Participation Plan under "Public Access to Information."

There will be a public hearing before the Community Development Council regarding the proposed Substantial Amendment, followed by a public hearing before the City Commission. The public hearing before the City Commission will not take place until such time that the public has had 30 days to review the proposed Substantial Amendment.

In preparing a Final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period.

The Final Substantial Amendment will have a section that presents all comments and explains why any comments were not accepted.

The amendment will be forwarded to HUD upon final approval by the City Commission.

The Consolidated Annual Performance and Evaluation Report

Every year, the City of Pharr must prepare a Consolidated Annual Performance and Evaluation Report within 90 days of the close of the program year (CAPER). In general, the CAPER must describe how funds were actually used and the extent to which these funds were used for activities to benefit low and moderate income people.

Public Notice and Public Hearing for Consolidated Annual Performance and Evaluation Report

There must be reasonable notice that an Consolidated Annual Performance & Evaluation Report is available so that residents will have an opportunity to review it and comment on it. Notice will be made according to the procedures described earlier in this Citizen Participation Plan, with the addition of the following procedures specifically for Annual Performance Report:

A period of no less than fifteen (15) days, to receive comments on the Annual Performance Report will be provided to the public.

A summary of the Consolidated Annual Performance & Evaluation Report will be made available to the public at no cost within ten (10) written days of the request through the City's Public Information Request Portal. A copy will be available for viewing at the locations indicated earlier in this Citizen Participation Plan.

There will be a public hearing regarding the Consolidated Annual Performance & Evaluation Report.

In preparing a CAPER for submission to HUD, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing. The CAPER sent to HUD will have a section that presents all comments and explains why any comments were not accepted.

Contents of the Annual Performance & Evaluation Report

The CAPER presented to the public will have an accounting for each activity during the program year for

which the report is applicable. The City will report accomplishments, goals, and expenditures in a format required by HUD.

COMPLAINT PROCEDURES

Written complaints from the public will receive a meaningful, written reply within fifteen (15) working days. Copies of the complaints and responses will be forwarded to HUD.

CHANGING THE CITIZEN PARTICIPATION PLAN

This Citizen Participation Plan can be changed only after the public has been notified of the intent to modify it, and only after the public has had 15 days to review and comment on proposed amendments.

THE COMMUNITY DEVELOPMENT COUNCIL

Pharr has created a Community Development Council in the spirit of the law, which calls for increased accountability to the public, as well as the encouragement of active participation by low and moderate income people.

The CDC is an eleven (11) member body that contributes to public participation by helping to: identify housing and community development needs; establish priorities relating to those needs; propose activities and projects to address high-priority needs; and, suggest the amount of federal, state, and local monies to be allocated to those activities.

Pharr has formulated a plan for achieving maximum participation from its citizens.

The City has been divided into four (4) quadrants. Each quadrant will be represented by two (2) CDC members and a member-at-large. The term of office for each CDC member shall correspond with that of the respective Mayor, or City Commissioner who made the appointment.

The CDC will select one (1) member to serve as the Community Development Council Chairman. A quorum will be a majority of appointed members.

All CDC public hearings are open to the public and are advertised as described above in the "Public Notice" section of this Citizen Participation Plan. The CDC, as an advisory board, will recommend eligible projects to the Mayor and City Commission on the allocation of all CDBG, HOME, ESG, and HOPWA funds, including "program income" associated with these, monies left unspent and unobligated from the previous program year, and any additional (not previously anticipated) federal fund allotments. In no event shall CDBG, HOME, ESG, or HOPWA funds be allocated without review by the CDC as the forum to obtain citizen participation. Final approval shall rest solely with the City Commission and/or HUD.

December 8, 2022

Community Development Block Grant (CDBG) Committee
118 S. Cage Blvd.
Pharr, Texas 78577

Dear CDBG Committee and City of Pharr Elected Officials,

On behalf of several interested Pharr residents (Exhibit A), this letter is to the City of Pharr CDBG office regarding the 10-day Comment Period from November 16, 2022, through December 16, 2022.

This letter addresses the position we, the residents of Pharr, have taken on the proposed Substantial Amendment for consideration on the One Year Action Plan FY 2020.

As a constituent of Pharr, we are in FAVOR of funding the Existing Activity at Jones Box Park for \$364,179.78.

We are asking the City of Pharr and the CDBG department to allocate all funds of \$364,179.78 to the Existing Activity of Jones Box Park and NOT to the proposed activity of South Pharr WIFI.

We disagree with the claim that the South Pharr WIFI project requires more funding. The city has informed its residents that the fiber project received a grant from two primary sources: they issued revenue bonds, and the city secured a small portion of the funds from the American Rescue Plan Act, which included broadband provisions. Therefore, the funds of \$364,179.78 should remain with the Jones Box Park project for the above reason and the following reasons.

As long-time residents of South Pharr, also known as "Las Milpas," we know that a Park is a tangible reflection of the quality of life in a community. We need our parks to live a long healthy life.

Unfortunately, over 75% of our population in the lower Rio Grande Valley is overweight, with almost 40% classified as clinically obese, higher than at the state or national levels. Notably, obesity is significantly more prevalent among Hispanics, who represent 87% of our population.

One of the most common results of poor weight control in Hidalgo County is Diabetes. Diabetes is the seventh leading cause of death in the United States and the fourth leading cause of death in the Rio Grande Valley. Due to the steady rise in the number of persons with Diabetes and earlier onset of Type 2 Diabetes, there

is growing concern that the increases in the number of people with Diabetes and the complexity of their care might overwhelm existing healthcare systems.

The funding of \$364,179.78 towards the Jones Box Park project can increase visitors by providing amenities designed to serve older adults. Such as adding park amenities that appeal to older adults and children. Adding walking paths or trails is a great way to encourage grandparents to bring their grandchildren to the park.

The residents of Pharr who visit Jones Box Park want trees that create natural shade or manufactured shade structures to encourage more extended and frequent use. Other items that can enhance a visit to Jones Box Park are access to several park benches at regular intervals, including natural playgrounds in pockets along the path, and the addition of signs or mile markers so walkers can track their progress.

We are asking the City of Pharr CDBG department and our elected officials to begin thinking about our health by investing in Jones Box Park.

Sincerely,

Residents of the City of Pharr

En nombre de varios residentes de Pharr interesados (Anexo A), esta carta es para la oficina de CDBG de la ciudad de Pharr con respecto al período de comentarios de 10 días desde el 16 de noviembre de 2022 hasta el 16 de diciembre de 2022.

Esta carta aborda la posición que nosotros, los residentes de Pharr, hemos asumido sobre la Enmienda sustancial propuesta para su consideración en el Plan de acción de un año para el año fiscal 2020.

Como constituyente de Pharr, estamos A FAVOR de financiar la Actividad Existente en Jones Box Park por \$364,179.78.

Estamos pidiendo a la ciudad de Pharr y al departamento de CDBG que asignen todos los fondos de \$364,179.78 a la actividad existente de Jones Box Park y NO a la actividad propuesta de South Pharr WIFI.

No estamos de acuerdo con la afirmación de que el proyecto WIFI de South Pharr requiere más financiación. La ciudad informó a sus residentes que el proyecto de fibra recibió una subvención de dos fuentes principales: emitieron bonos de ingresos y la ciudad aseguró una pequeña porción de los fondos de la Ley del Plan de Rescate Estadounidense, que incluía disposiciones de banda ancha. Por lo tanto, los fondos de \$364,179.78 deben permanecer en el proyecto Jones Box Park por la razón anterior y las siguientes razones.

Como residentes de mucho tiempo de South Pharr, también conocido como "Las Milpas", sabemos que un parque es un reflejo tangible de la calidad de vida en una comunidad. Necesitamos que nuestros parques vivan una vida larga y saludable.

Desafortunadamente, más del 75 % de nuestra población en la parte baja del Valle del Río Grande tiene sobrepeso, con casi el 40 % clasificado como clínicamente obeso, más alto que a nivel estatal o nacional. En particular, la obesidad es significativamente más frecuente entre los hispanos, que representan el 87 % de nuestra población.

Uno de los resultados más comunes del control deficiente del peso en el condado de Hidalgo es la diabetes. La diabetes es la séptima causa principal de muerte en los Estados Unidos y la cuarta causa principal de muerte en el Valle del Río Grande. Debido al aumento constante en el número de personas con diabetes y el inicio más temprano de la diabetes tipo 2, existe una preocupación creciente de que el aumento en el número de personas con diabetes y la complejidad de su atención puedan abrumar a los sistemas de salud existentes.

El financiamiento de \$364,179.78 para el proyecto Jones Box Park puede aumentar el número de visitantes al brindar servicios diseñados para atender a los adultos mayores. Como agregar servicios al parque que atraigan a adultos mayores y niños. Agregar senderos o senderos para caminar es una excelente manera de alentar a los abuelos a traer a sus nietos al parque.

Los residentes de Pharr que visitan Jones Box Park quieren árboles que creen sombra natural o estructuras de sombra fabricadas para fomentar un uso más prolongado y frecuente. Otros elementos que pueden mejorar una visita a Jones Box Park son el acceso a varios bancos del parque a intervalos regulares, que

incluyen áreas de juegos naturales en espacios a lo largo del camino, y la adición de letreros o marcadores de millas para que los caminantes puedan seguir su progreso.

Estamos pidiendo al departamento de CDBG de la ciudad de Pharr y a nuestros funcionarios electos que comiencen a pensar en nuestra salud invirtiendo en Jones Box Park.

Sinceramente,

Residentes de la Ciudad de Pharr

"Exhibit A"

	Print Name	Signature	Address	Phone No. (Optional)
1	Josefina ^{Ramos} Josefina Ramos	Josefina Ramos	5511 S. Blanca Lane	
2	Alberto Ramos	Alberto Ramos	5511 S. Blanca Lane	
3	Jorge A. Ramos	JORGE A. RAMOS	5511 S. Blanca Lane	
4	Jorge A. Ramos Jr.	Jorge A. Ramos	5511 S. Blanca Lane	
5	Guadalupe Marquez		6205 Vasquez St. Pharr, TX 78577	
6	Miriam Lopez	Miriam E. Lopez	6205 Vasquez St. Pharr, TX 78577	
7	Enrique Marquez	Enrique Marquez	6205 Vasquez St. Pharr, TX 78577	
8				
9				
10				
11				
12				
13				
14				
15				

"Exhibit A"

	Print Name	Signature	Address	Phone No. (Optional)
1	Luke M. Singh	Luke Singh	8302 Las Palmas Dr Pharr TX 78577	
2	Lorena Singh	Lorena Singh	8302 Las Palmas Dr Pharr TX 78577	
3	Preet Singh	Preet Singh	8302 Las Palmas Dr Pharr, TX 78577	
4	Simran Singh	Si	8302 Las Palmas Dr Pharr, TX 78577	
5	Jonathan Ruebs	JR	8403 Las Palmas Dr. Pharr, Texas 78577	
6	Arnaldo Trejo	Arnaldo Trejo	241 E. Greg Dr. Pharr, TX 78577	
7	Arturo Aguilar	Arturo A.	2601 S. Sevilla St Pharr, TX 78577	
8	Aaron Aguilar	Aaron Aguilar	2601 S. Sevilla St Pharr, TX 78577	
9	Arabella Beltrana	Arabella B	2601 S. Sevilla St Pharr, TX 78577	
10	Margarita Aguilar	Margarita Aguilar	2601 S. Sevilla St Pharr, TX 78577	
11	Laura Mendiola	Laura M.	2601 S. Sevilla St Pharr, TX 78577	
12	Antonio Aguilar	Antonio Aguilar	2601 S. Sevilla St. Pharr, TX 78577	
13	Maria Magdalena Diaz	Maria Magdalena Diaz	511 W. Albatross Pharr, TX 78577	
14	Armando D. Sanchez	A D S	511 W. Albatross Pharr, TX 78577	
15	Fernando F. Diaz	Fernando F. Diaz	511 W. Albatross Pharr, TX 78577	
16	Armando Diaz Jr	Armando Diaz Jr	511 W. Albatross Pharr, TX 78577	

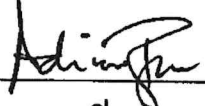
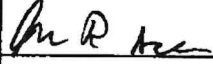
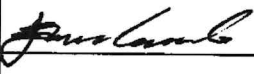
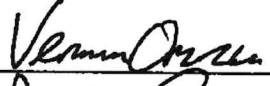
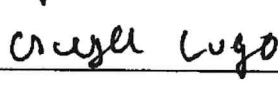
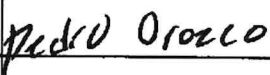
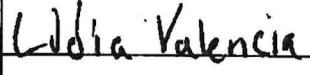
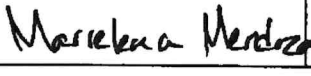
"Exhibit A"

Print Name

Signature

Address

Phone No. (Optional)

1	Adrian Reyes		5512 S. Belize Lane	
2	Araceli Saucedo		5512 S. Belize Ln.	
3	MARIA LUISA SAUCEDO		5512 Belize Ln	
4				
5	Jorge D Saucedo		5507 Belize Ln	
6	Erendira Coronado		5507 S. Belize Ln.	
7	Grisela Saucedo		5509 Belize Ln.	
8	X Dominguez		5603 Tikal Ln Pharr	
9	Vernice Orozco		5603 Tikal Ln Pharr	
10	Jazly Oroz		5603 Tikal Ln Pharr	
11	Guisel Lugo		519 Sabatiny Pharr	
12	Ana Maria Orozco		602 W Costa Rica Pharr	
13	Pedro Orozco		602 W Costa Rica Pharr	
14	Lidia Valencia		602 W Costa Rica Pharr	
15	Marielena Mendez		508 Belize Ln Pharr	

December 6, 2022

Community Development Block Grant (CDBG) Committee
118 S Cage Blvd.
Pharr, Texas 78577

To Whom It May Concern:

Our community is more than an assortment of buildings and businesses. Our community is the result of the hard work and determination of our pioneers. Therefore, as a local resident, I am honored to provide this letter of support for the re-allocation of funds for the Jones Box Park Project in efforts to be used in accomplishing the necessary plan needed to provide services to the elders, children and families of our community.

My family and I have been residing in Las Milpas area for more than 48 years. Since then, the City of Pharr has worked to improve the South District by providing us with a community park (Jones Box Park) among other projects. However, the park has a lot of needed upgrades and maintenance to be done. I took the responsibility of being the caretaker of both my 80-year-old mother and my 90-year-old Aunt, my commitment has been to provide them with a "healthy" and "active" way of life. This means walking, exercising, swimming, stretching, muscle toning, and any day-to-day activities, mentally and physically. Having sidewalks promote the quality of life of a person and/or community. If we had sidewalks, residents can utilize them for recreational walking, contributing to both physical and mentally and well-being. It will provide neighbors to socialize and come together as a community. Because our neighborhood have no sidewalks and because our streets are congested with street parking, we rely on other ways to get our daily walk done. This means going to a nearby park. But when our park fails to provide safety for not only to the community but to our seniors, where do we go now?

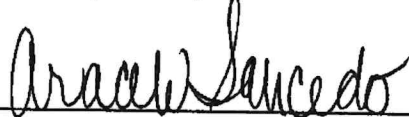
With that said, the park's repairs are long overdue. By approving the re-allocation of funds to Jones Box Park Project, it will increase the capacity for seniors to become more active by adding the following:

1. Seating such as benches which there are none.
2. Shade such as trees along trail which there are none.
3. Leveling and repairing and paving walking trail while some areas need repairing. This will prevent falls and accidents.

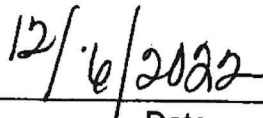
4. Promote outdoor programs and activities such as gardening to have senior engage in physical activity inspiring them to walk and check on the progress.

Despite the area we live in and as many have seen us (and still see us) as "Low-Income Area", we do age, bleed, eat, walk and have needs like many as well. Let's not forget to improve the safety, mobility, value, and quality of life of our community but more importantly, our Seniors'.

Thank you for your time to this matter.



Araceli Saucedo
c/o Maria Luisa &
Tomasita Hernandez



Date

December 14, 2022

Cynthia Garza
Grants Management & Community Development
118 S. Cage Boulevard
Pharr, Texas 78577

Subject: 30-day Comment Period/Substantial Amendment
Reallocation of Jones Box Park Funds

Dear Ms. Garza:

Please accept this letter as part of my participation in the city's 30-day comment period for the proposed reallocation of \$243,953.17 in Jones Box Park funds to the South Pharr WIFI.

As a long-time resident of South Pharr and a social worker, I bring attention to the following information gathered through records of my past inquiries of CDBG funds.

The city reallocated \$88,000 in CDBG funds from the South Pharr WIFI on July 2022. The Pharr HUD representative (David Rios) expressed concern that such an activity would trigger an environmental review record for rehabilitation for each household assisted. Mr. Rios was concerned and questioned how the city would monitor those households assisted with the WIFI and who could potentially share the password with adjoining household neighbors.

- Is the IT Department willing and able to comply with all the reporting and record-keeping requirements HUD requires for sub-recipients of CDBG funds?
- How many households will receive assistance with the \$243,953.17?
- Has the public and HUD been provided a scope of work and itemized budget for the proposed \$243,953.17?
- The city has \$55 million in bonds obligated for the WIFI project.
- The city will charge a monthly fee to residents applying for the Pharr WIFI; how will the city manage and report this income to HUD?
- Is a Program income plan already in place as part of the scope of work on the proposed funding?
- What is the city's intent on the remaining balance of \$114,226.61 from the \$364,179.78 not being reallocated to the WIFI?

The CDBG Pharr office claims that funds meant for Jones Box Park were reallocated because the previous administration needed to provide an environmental.

It's been over a year since the last administration oversaw the CDBG department. Since 2021 the new hire has supervised the reallocation of multiple activities, including the South Pharr WIFI project to Jones Box Park, which occurred on July 2022. And even if past staff did not produce an environmental record, why hasn't the current CDBG staff done one to keep the park funded? Was Mr. Rios aware that funds were being drawn down? What about the reallocation of funds to the Jones Box Park in 2021, was Mr. Rios informed?

Was proper guidance by the Pharr HUD Representative, David Rios, provided to the current CDBG staff?

I ask the city to reconsider keeping the funds with the Jones Box Park. The city promoted applications to the residents who wanted to pay for Pharr WIFI since last year, and many who applied have yet to receive service. This project is not viable and feasible for CDBG funds due to its lack of progress and long-term planning.

On the other hand, a park provides open, healthy recreation to the immediate residents of the area and all the Pharr residents; it is a quality-of-life matter.

As a social worker, I assist many older residents of my community. They understand the need to stay active, and many want to visit Jones Box Park regularly; however, the park needs some significant amenities.

Essential amenities to consider are purchasing mature trees planted throughout the park to create shade and protection from the Texas sun. Bench sites are needed, including outdoor park grills with accompanying shelters; playground amenities; skateboard areas; volleyball areas. The city can do better and more if the funds stay at Jones Box Park.

Please include this letter as part of the minutes for the December 14, 2022, CDBG meeting and as part of the packet sent to HUD.

A timely response is greatly appreciated.

Respectfully,

Lorena Singh, LMSW-APR, CHW

Lorena Singh, LMSW, CPW

December 14, 2022

Cynthia Garza
Grants Management & Community Development
118 S. Cage Blvd.
Pharr, Texas 78577

Re: 3-day Comment Period
Reallocation of Jones Box Park funds

To Mrs. Garza,

My name is Daniela Zuniga and I am a concerned citizen and resident of Pharr. I ask you accept this letter as a part of my participation in the city's 3- day comment period.

I was a former City of Pharr Parks and Recreation Advisory Board member and president for a little over nine years. Our board oversaw the updating and implementing the city's comprehensive park plan. Funding for parks is not easy to come by, especially when tax dollars are needed to support other resources for our growing population. After researching which parks were badly in need of funding, our focus turned to Jones Box Park, which is one of the most popular parks located in south Pharr. This park is used for organized team sports to practice and compete and members of the community to exercise and play. Many residents of the community and people outside that community visit this park for recreational purposes. This park needs more lighting, playground equipment, walking trails, benches and other improvements.

I was very pleased to hear that HUD recently approved funds to improving the conditions of Jones Box Park. It is my understanding that this grant cannot be used for anything other than what HUD specifies. It is puzzling to hear that the City is violating the terms of the grant agreement by HUD and reallocating the money for another project.

I humbly ask you to reallocate the \$243,953.17 back to Jones Box Park as HUD intended to we can see one of our beautiful city parks get the much needed improvements.

Please include this letter as part of the minutes for the December 14, 2022, CDBG meeting and as part of the packet that is sent to HUD.

Sincerely,


Daniela Zuniga



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: January 13, 2023

MEETING DATE: January 16, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, on the Proposed Expenditure Allocation Budget from the American Rescue Plan Act (ARPA) funding. **This item supports SG - Sound Governance and Fiscal Transparency.**

Classification: Regular

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

Issue: The City of Pharr received funds from the American Rescue Plan Act (ARPA) allocation of \$28,232,868 due to the pandemic in 2020.

The funding is expected to be obligated by the end of December 2024 and used by December 2026.

This is the proposed allocation of how to obligate those funds.

Fiscal Consideration: \$28,232,868

Staff Recommendation: To approve.

Alternatives: To deny

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Karla Saavedra

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 1/13/2023

Approved - 1/13/2023

Approved - 1/13/2023

Approved - 1/13/2023

Final Approval - 1/13/2023



AMERICAN RESCUE PLAN ACT OF 2021

CATEGORY	ORIGINAL PROPOSED AMOUNT	REVISED PROPOSED AMOUNT
Infrastructure-Water & Sewer	\$ 4,537,425	\$ 4,537,425
Infrastructure-Broadband	\$ 8,066,534	\$ 13,108,521
Public Safety	\$ 5,041,584	\$ -
Revenue Replacement	\$ 10,000,000	\$ 10,000,000
Administration -Evaluation & Data Analysis	\$ 587,325	\$ 586,922
Total	\$ 28,232,868	\$ 28,232,868



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: January 6, 2023

MEETING DATE: January 16, 2023

FROM: Alberto Gonzalez, Assistant Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Change Order Number One in the amount of \$1,533.70 for 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 for a revised purchase amount of \$83,244.92. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: On November 7, 2022, the City Commission authorized the purchase of seven (7) Mobile Data Terminals (MDT) in the amount of \$81,711.22 for front line fire apparatus. The MDT's will be 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 considerations and other information that is pertinent prior to arrival at an emergency scene.

Change Order Number One is proposed in the amount of \$1,533.70. The proposed change is to upgrade the seven (7) MDT's from 4G wireless technology to 5G, which has become the current standard with the wireless carriers that will be utilized to provide connectivity for the units in the field.

The FD is a recipient of a grant from the Governor'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 MDT's in four (4) Engine Companies, two (2) Rescues and the Battalion Chief's unit. The difference between the award amount and the grant amount will be funded from the FD's budget. (Project# 2223-01-515-P005-001)

Fiscal Consideration: \$78,735.25 will be funded by a grant, with the remaining \$4,509.67 funded by the FD's FY 2022-2023 Budget.

Staff Recommendation: Based on review by this office, staff recommends approval of Change Order Number One in the amount of \$1,533.70 for the purchase of seven (7) Mobile Data Terminals from GTS Technology Solutions utilizing DIR Cooperative Purchasing Contract for a revised purchase amount of \$83,244.92.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Alberto Gonzalez	Created/Initiated - 1/6/2023
Pilar Rodriguez	Approved - 1/10/2023
Maritza Magallan	Approved - 1/11/2023
Ed Wylie	Approved - 1/13/2023
Patricia Rigney	Approved - 1/13/2023
Karla Saavedra	Approved - 1/13/2023
City Management Office	Final Approval - 1/13/2023



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

Quote

Quote #: QT0092783
Date: 12/12/2022
Delivery Date:
Expire Date: 1/11/2023
Customer ID: TXCOPHFD13000
Sales Contact: Jonathan Wey

QUOTE FOR:			SHIP TO:			
City of Pharr - FD			City of Pharr - FD			
CUSTOMER P.O. NO.		TERMS		SALES REP		
185050		Net 30 Days		Tanner Funke		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	CF-33RZ-0DKM: 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-SVCADDP12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only PS/EDU/SLG Bundle SKU Only					
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
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
4	CF-VEK333LMP: PANASONIC : Premium Keyboard for CF-33 Mk1, Mk2.	DIR-TSO-4025	7.00	EACH	\$570.00	\$3,990.00
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
6	C-HDM-134: Havis fixed Adapter Plate Short: Universal	DIR-CPO-4751	6.00	EACH	\$54.52	\$327.12
7	C-MD-112: 11" Slide Out Locking Swing Arm with Motion Adapter	DIR-CPO-4751	6.00	EACH	\$205.95	\$1,235.70
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,	DIR-CPO-4751	7.00	EACH	\$2,249.25	\$15,744.75
	NOTE: MSRP \$2999.00					
9	MB-RX30-MC: CRADLEPOINT INC : R1900 Managed Accessory - Modem and Switch	DIR-CPO-4751	7.00	EACH	\$185.56	\$1,298.92
	NOTE: MSRP \$225.00					
10	MB-MC400-5GB: 5G Modem (requires 4FF SIM) upgrade for R1900+RX30-MC or IBR1700 Mobile Routers with doors	DIR-CPO-4751	7.00	EACH	\$749.99	\$5,249.93
	NOTE: MSRP \$999.99					
11	GP-IN2679: 8-in-1 Sharkfin Kit - GPSD4-6-60-T + Fitted C29/C32 5m Cables - Blk	DIR-CPO-4751	1.00	EACH	\$423.41	\$423.41

Continued...

Page: 1 of 2



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

Quote

Quote #: QT0092783
 Date: 12/12/2022
 Delivery Date:
 Expire Date: 11/11/2023
 Customer ID: TXCOPHFD13000
 Sales Contact: Jonathan Wey

QUOTE FOR:		SHIP TO:	
City of Pharr - FD		City of Pharr - FD	

CUSTOMER P.O. NO.		TERMS		SALES REP	
185050		Net 30 Days		Tanner Funke	
SHIPPING TERMS				SHIP VIA	

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
12	GPSD4-6-60-T: 4G/5G 4x4 MIMO Sharkfin Antenna 3x WIFI 3x SMA(f)	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	DIR-CPO-4751	6.00	EACH	\$34.29	\$205.74
14	C32SP-10SJ: 10m CS32 CABLE ASSY SMA(m) - SMA(f)	DIR-CPO-4751	24.00	EACH	\$36.76	\$882.24
15	C32SP-10SMARV: Panorama 10m CS32 CABLE SMA(m) -SMA(m) RP	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	DIR-CPO-4751	1.00	EACH	\$282.18	\$282.18
17	FIND4-6-60: 4G/5G 4x4 MIMO Sharkfin Ant. - Black	DIR-CPO-4751	6.00	EACH	\$191.84	\$1,151.04
18	C32SP-10SJ: 10m CS32 CABLE ASSY SMA(m) - SMA(f)	DIR-CPO-4751	24.00	EACH	\$36.76	\$882.24
19	SERVICES: DEPLOYMENT CLIENT SE: Installation of Toughbook, Dock and Mounting Hardware, Cradlepoints and Antennas as outlined in SOW	DIR-CPO-4754	7.00	EACH	\$1,366.48	\$9,565.36

NOTE: * Price includes insertion of customer provided SIM cards and configuration of R1900s.

**OPTIONAL

Total Weight (EACH):		0	Sales Total:		\$83,244.92
Total Volume (EACH):		0	Freight & Misc.:		\$0.00
<i>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.</i>			Tax Total:		\$0.00
			Total (USD):		\$83,244.92



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: January 5, 2023

MEETING DATE: January 16, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, authorizing the Pharr Police Department to purchase 10 APX 6000 Motorola portable radios from Motorola Solutions utilizing HGAC Buy contract No. RA05-21. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Pharr Police Department increased its personnel allocation by 10 new police officers. There is a need to purchase additional portable radios for police operations. Motorola Solutions is a HGAC Contract vendor and the total cost of this expenditure is \$57,015.20. (Project# 2223-21-512-P009-001)

Fiscal Consideration: The Pharr Police Department will use seized asset forfeiture monies for this expense.

Staff Recommendation: Staff recommends the purchase of these portable radios

Alternatives: Not purchase the equipment

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles
Juan Gonzalez
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 1/5/2023
Approved - 1/9/2023
Approved - 1/12/2023
Approved - 1/12/2023
Final Approval - 1/13/2023



Pharr

POLICE DEPARTMENT
INTER-OFFICE MEMO

TO: Lt. A. Robles

CC: Deputy Chief William Edmundson

FROM: Sgt. Leobardo Munoz

DATE: 01/03/2023

SUBJECT: Radios, mic, and radio pouch purchase

This is a quote from South Texas Communications for 10 radios, mic, and radio pouch. I believe that we should place this order to have them in stock and accommodate future hires when the need arises. The total for aforementioned request is \$57,015.20. Thank you.

Leobardo Munoz 1-5-23
Galosha

Leobardo Munoz
Sgt. Leobardo Munoz #2444





QUOTE-1999686
23-100000

End Customer Address:
PHARR, CITY OF
PHARR POLICE DEPT
1900 S CAGE BLVD
PHARR, TX 78577
US

Quote Date:01/03/2023
Expiration Date:03/04/2023
Quote Created By:
Claudia Gonzalez
cgonzalez@stcradios.com

End Customer:
PHARR, CITY OF
Leobardo Munoz
leobardo.munoz@pd.pharr-tx.gov
956-867-1880

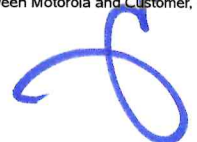
Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	\$3,595.00	\$2,624.35	\$26,243.50
1a	H38BT	ADD: SMARTZONE OPERATION	10	\$1,320.00	\$963.60	\$9,636.00
1b	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	\$567.00	\$413.91	\$4,139.10
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	\$330.00	\$240.90	\$2,409.00
1d	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	\$6.00	\$4.38	\$43.80
1e	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	10	\$115.50	\$84.32	\$843.20
1f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	10	\$184.00	\$184.00	\$1,840.00
1g	Q629AK	ENH: AES ENCRYPTION AND ADP	10	\$523.00	\$381.79	\$3,817.90
1h	H869BZ	ENH: MULTIKEY	10	\$363.00	\$264.99	\$2,649.90
2	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	10	\$188.27	\$141.20	\$1,412.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	10	\$169.56	\$127.17	\$1,271.70
4	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	10	\$142.56	\$106.92	\$1,069.20
5	PMLN7904A	CARRY ACCESSORY- CASE,APX6000 CC 2.75 SWLBL TIA BATTERY	10	\$85.32	\$63.99	\$639.90
Product Services						
6	LSV00Q00202A	DEVICE PROGRAMMING	10	\$100.00	\$100.00	\$1,000.00

Grand Total **\$57,015.20(USD)**

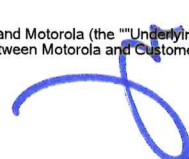
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

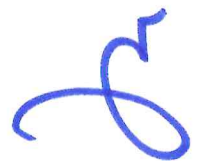
Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.A.

DATE SUBMITTED: January 6, 2023

MEETING DATE: January 16, 2023

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, 2023. Services will be on an as-needed basis and will be billed accordingly. (Project# 2223-01-510-IPQ044-001)

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 - 1/6/2023
Approved - 1/6/2023
Approved - 1/12/2023
Final Approval - 1/13/2023

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, 2023**.

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

<i>Jaime Lugo</i>
Communication Services Director Signature
Jaime Lugo
Printed Name
January 3, 2023
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 #: 10.B.

DATE SUBMITTED: January 10, 2023

MEETING DATE: January 16, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on award of a supply contract for the purchase of Structural Firefighting Personal Protective Equipment for the Fire Department to multiple vendors. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: This item is for an annual supply contract for the purchase of structural firefighting personal protective equipment (PPE) such as helmets, gloves, hoods, boots, pants and coats for use by department personnel during emergency response. The department provides PPE for all new hires, as well as, replaces PPE due to wear, tear or age.

The department is proposing to award the supply contract as follows for one (1) year:

1. NAFECO - Items 1 & 5
2. Casco Industries - Items 2, 3, 4, 5, 6 & 7
3. Item 8 is proposed to be rejected.

Although Daco Fire Equipment is the apparent low bidder for Item 1 (Turn Out Gear), staff has determined that the submittal does not meet the specifications as outlined in the bid package for the structural coat and pant.

NAFECO and Casco both provided the exact same price for Item 5 (Structural Boots) and staff recommends awarding this item to both vendors.

Staff has also determined that Item 8 (Particulate Hood) is no longer necessary and recommends rejection of this item.

Additionally, I have attached the bid tabulation for your review and consideration. (Project# 2223-01-515-SP002-179)

Fiscal Consideration: This is a one (1) year supply contract with two (2) one-year extensions if the vendors hold prices firm after the first year.

Staff Recommendation: Based on review by this office, staff recommends award of Items 1 & 5 to NAFECO of Decatur, Alabama and Items 2, 3, 4, 5, 6 & 7 to Casco

Industries of Sheveport, Louisiana as presented. Item 8 is recommended to be rejected.

Alternatives: Reject all bids.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez	Created/Initiated - 1/10/2023
Maritza Magallan	Approved - 1/11/2023
Ed Wylie	Approved - 1/13/2023
Patricia Rigney	Approved - 1/13/2023
Karla Saavedra	Approved - 1/13/2023
City Management Office	Final Approval - 1/13/2023



Pharr



BID OPENING: DECEMBER 14, 2022 AT 3:30 P.M.

LOCATION: CITY COMMISSION RM-2ND FLOOR

BID OPENING: DECEMBER 14, 2022 AT 3:30 P.M.

PROJECT #2223-01-515-SP002-179 - PURCHASE OF STRUCTURAL FIREFIGHTING PPE

BIDDERS:					CASCO INDUSTRIES, INC. SHREVEPORT, LA		DACO FIRE EQUIPMENT HALTOM CITY, TX		NORTH AMERICAN FIRE EQUIPMENT CO., INC. (NAFECO) DECATUR, AL	
ITEM NO.	TYPE	DESCRIPTION	QTY	UOM	BRAND	PRICE	BRAND	PRICE	BRAND	PRICE
1	BASE	Turn Out, Gear, coat and pant, complete, individually sized for men or women, including custom text, firefighter identification panel, radio pocket, flash light holder, facepiece bag fastener and suspenders.	15	SETS	NO BID		VIKING	\$3,344.00	LION	\$3,540.00
2	BASE	Traditional, Structural Firefighting Helmets, complete with Bourke eyeshield	30	EA	CAIRNS	\$400.00	LION	\$395.00	NO BID	
3	BASE	6-inch custom Black leather front with 3 lines of text and silver badge	25	EA	CAIRNS	\$88.00	PAUL CONWAY	\$95.00	NO BID	
4	BASE	front with 3 lines of text and gold badge	5	EA	CAIRNS	\$98.00	PAUL CONWAY	\$95.00	NO BID	
5	BASE	Structural Firefighting boots.	20	PAIR	LION	\$339.00	LION	\$359.00	LION	\$339.00
6	BASE	Structural Firefighting gloves.	36	PAIR	VERIDIAN	\$107.00	LION	\$125.00	LION	\$115.00
7	BASE	Rescue/Extrication gloves.	12	PAIR	RINGERS	\$23.00	MAJESTIC	\$39.00	RINGER	\$25.95
8	BASE	Structural Firefighting Particulate Hood.	36	EA	VERIDIAN	\$67.00	LION	\$115.00	LION	\$107.00
ARO					60		14-16 WEEKS		180	
HARDCOPY OF BID SUBMITTED					SUBMITTED		SUBMITTED		SUBMITTED	
ELECTRONIC BID SUBMITTED					SUBMITTED		SUBMITTED		SUBMITTED	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.C.

DATE SUBMITTED: January 10, 2023

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Change Order No. 1 in the amount of \$598,863.20 to the Professional Engineering Services Agreement with Cobb Fendley & Associates, Inc. for the City Wide Fiber Optic Project, TeamPharr.Net for additional scope of work **(TABLED)**. This item supports IF - Infrastructure.

Classification: Regular

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

Issue: Cobb, Fendley & Associates, Inc. ("CobbFendley") is requesting a formal change order to the existing contract for the OSP Insight integration and additional design footage as outlined in the attached change order request form. (Project# 1920-01-528-S013-001C)

Fiscal Consideration: \$598,863.20

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Hilda Pedraza

Jose Pena

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 1/10/2023

Approved - 1/12/2023

Denied - 1/13/2023

To: Mr. Ed Wylie
Deputy City Manager
City of Pharr
118 S Cage Blvd.
Pharr, Texas 78577

From: CobbFendley – Vineeta Ram

Date: November 29, 2022

Re: Change Order

Dear Mr. Wylie,

Cobb, Fendley & Associates, Inc. ("CobbFendley") is requesting a formal change order to the existing contract (Contract ID# 1920-01-528-5013-001C) for the OSP Insight integration and additional design footage as outlined in the attached change order request form and below:

Task 1- OSPinsight integration.

We initially estimated the project to be completed using ArcGIS for our High-Level Design/Analysis Tools and AutoCAD to develop plans. Within the plans, we were going to detail the cable details, including exhibits for splicing diagrams and furnish a spreadsheet for cable range details for splicing. We had estimated 500hrs for this task. With our recommendation, the City of Pharr pursued utilizing the OSPI asset management tool early in the design phase, eliminating work for the City to ultimately populate the asset management system once the project is completed, as cables/splicing details and attributed CobbFendley created features in OSPInsight. In addition, OSPI allows for network tracing, capacity analysis and many other applications which created additional work for us but were ultimately the right decision for the network.

Task 2 Additional Design footage:

In the original scope we had developed our design fee based on the assumed quantity of Fiber design. We estimated Fiber design linear footage based on the linear footage of the Waterline within the City. We now have approx. 280K additional LF of design (including private communities) compared to the original estimate.

Sincerely,

Cobb, Fendley & Associates, Inc.



Vineeta Ram, P.E.
Executive Vice President



CHANGE ORDER

Contractor: Cobb, Fendley & Associates, Inc.

Change Order No.: 1

Project: City of Pharr Fiber Optic Network

Date: 11/29/2022

Notice to Proceed Date: _____

Change Order Amount: \$598,863.20

You are directed to make the following changes in the Contract Documents:

Add Phase VII to include the following tasks:

8.0 OSPinsight integration

9.0 Additional Design Footage

Reason for Change Order:

Task 1- OSPinsight integration.

We initially estimated the project to be completed using ArcGIS for our High-Level Design/Analysis Tools and AutoCAD to develop plans. Within the plans, we were going to detail the cable details, including exhibits for splicing diagrams and furnish a spreadsheet for cable range details for splicing. We had estimated 500hrs for this task. With our recommendation, the City of Pharr pursued utilizing the OSPI asset management tool early in the design phase, eliminating work for the City to ultimately populate the asset management system once the project is completed, as cables/splicing details and attributed CobbFendley created features in OSPInsight. In addition, OSPI allows for network tracing, capacity analysis and many other applications which created additional work for us but were ultimately the right decision for the network. This was the scope we had not initially planned for as we went by past experiences such as City of Mount Belvieu. Right now, we have spent 2532 hrs on this task. We request a change order to partially cover this difference (only 50% hrs).

Task 2 Additional Design footage.

In the original scope we had developed our design fee based on the assumed quantity of Fiber design. We estimated Fiber design linear footage based on the linear footage of the Waterline within the City. We now have approx. 280K additional LF of design (including private communities) compared to the original estimate, thus requesting a change order.

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 2,313,892.63	Original Completion Date: <u>29-Apr-22</u>
Previous Change Order: (+/-)	\$ -	Additional Days: <u>252</u>
This Change Order: (+/-)	\$ 598,863.20	Revised Completion Date: <u>6-Jan-23</u>
Revised Contract Amount:	\$ 2,912,755.83	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Cobb, Fendley & Associates, Inc.

Vinodaram

11/29/2022

Contractor

Authorized Signature

Date

Recommended:

Project Engineer/Architect

Authorized Signature

Date

Ruben Alfaro PE

City Engineer

Authorized Signature

Date

Approved:

Ed Wylie

Interim City Manager

Authorized Signature

Date

Additional Design LF Calculation Worksheet

Construction - Place NEW 2-1.25" HDPE	FT	51,233	Phase 2
Construction - Place NEW 1-1.25" HDPE	FT	318,965	Phase 3
Construction - Place NEW 2-1.25" HDPE	FT	122,588	
Construction - Place NEW 3-1.25" HDPE	FT	87	
Construction - Place NEW 1-2" HDPE	FT	6,633	
Construction - Place NEW 2-2" HDPE	FT	55,568	
Construction - Place NEW 1-1.25" HDPE	FT	280,842	Phase 4
Construction - Place NEW 2-1.25" HDPE	FT	80,375	
Construction - Place NEW 3-1.25" HDPE	FT	7,228	
Construction - Place NEW 1-2" HDPE	FT	40,889	
Construction - Place NEW 2-2" HDPE	FT	157,601	
Construction - Place NEW 1-4" HDPE	FT	1,421	
Construction - Place NEW 1-1.25" HDPE	FT	255,526	Phase 5
Construction - Place NEW 2-1.25" HDPE	FT	58,613	
Construction - Place NEW 3-1.25" HDPE	FT	608	
Construction - Place NEW 1-2" HDPE	FT	2,149	
Construction - Place NEW 2-2" HDPE	FT	100,431	
Construction - Place NEW 3-2" HDPE	FT	260	
		1,541,017	Design Total
		1,442,000	Contract total
		99,017	Delta Phase 1 through 5
		136,520	Private communities
		44,463	Estimated footage for connecting commercial MDU parcels to core network
		280,000	Total Additional Design footage



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.D.

DATE SUBMITTED: January 11, 2023

MEETING DATE: January 16, 2023

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Property Access Agreement with Dragados/Pulice Joint Venture. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: This agreement allows Dragados/Pulice to enter and transverse city property located at 3000 N Cage, Pharr, Texas, in order to install new sidewalks and improve driveways as part of the Interchange Project.

Fiscal Consideration: This is at no cost to the City.

Staff Recommendation: Staff recommends approval of agreement.

Alternatives: None.

Exclude Material from Public Packet? No

Reason: This item is not excluded.

ROUTING:

Daniel Ramirez

Created/Initiated - 1/11/2023

Daniel Ramirez

Approved - 1/11/2023

Karla Saavedra

Approved - 1/12/2023

Patricia Rigney

Approved - 1/12/2023

City Management Office

Final Approval - 1/13/2023

PROPERTY ACCESS LICENSE AGREEMENT

This Property Access License Agreement (hereafter “License”) is entered into this 9th day of January, 2023, by and between The City of Pharr, whose address is 118 S Cage Blvd, Pharr, TX 78577 (hereinafter referred to as “Licensor”), and the Dragados/Pulice Joint Venture, whose place of business address is 3700 N Cage Boulevard; Pharr, TX 78577 (hereinafter referred to as “Licensee”). This License is entered into subject to the following Recitals:

RECITALS

- A. Licensee has entered into a contract to perform work in connection with the design and construction of the I-2/I-69C Interchange Project in Hidalgo County, TX (hereafter “Project”). Licensee is desirous of obtaining from Licensor the right to enter upon and traverse certain real property owned by Licensor (more particularly described in Section 2 below) adjacent to or in the vicinity of the Project while Licensee is performing certain work in connection with the Project.
- B. Licensor represents that it is the rightful owner of such real property and has authority to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Licensor and Licensee hereby agree as follows:

1. **Recitals.** Recitals A and B are restated herein as though fully set forth.
2. **Description of Property.** Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to enter upon and traverse the real property consisting of approximately 168,000 SF of land, described as Pharr EMS Headquarters, located at 3000 N Cage Blvd, Pharr, TX 78577, and referred to and generally described as the “Premises”. Refer to Exhibit 1 Property Location.
3. **Use of Property.** Licensee shall have the right to utilize the Premises during the term of this License for the purpose of entering upon, traversing through and temporary storing construction materials.
4. **Permits.** Licensee, to the extent required, shall obtain, at its own cost, all additional permits or authorizations required by any governmental agency having jurisdiction, in order to utilize the Premises in the manner contemplated under Section 3 of this License.
5. **Consideration.** The Licensee agrees to perform miscellaneous repairs, as necessary, to return the Licensor owned Premises to a substantially similar condition as that observed by Licensee as of the date of execution of this Agreement. Licensee shall not be responsible for removing and/or disposing of any existing vegetation and/or debris from the Premises.
6. **Term.** The term of this License shall commence on January 9, 2023 and shall terminate on the first to occur of (i) completion, suspension or termination of the Project by Licensee and removal of all property of Licensee from the Premises; or (ii) January 1, 2024.
7. **Condition of Property.** Licensee states that it has inspected the Premises and is relying upon its own inspection in entering into this License. Licensor makes no representation or warranty with regard to the physical condition of the Premises including, but not limited to, the suitability of the Premises for Licensee’s purposes or uses to which Licensee intends to put the Premises. Upon termination of this License, Licensee shall restore the Premises to a substantially similar condition as that observed by Licensee as of the date of execution of this Agreement, subject to normal wear and tear, to the extent practicable.
8. **Maintenance of Premises.** Licensee shall maintain the Premises in a good and clean condition, free of all trash and debris generated by Licensee in its use of the Premises.

9. **Relationship.** This License between Licensor and Licensee does not create any relationship of co-partner, joint venture, principal and agent or employer and employee. The relationship is that of independent contractor. Licensee will carry on its operations under this License for itself and will be responsible for all of its acts and for the acts of its employees, agents, and invitees. In its use of the Premises, Licensee will exercise due care.

10. **Liability Insurance.** During the entire term of this License, the Licensee shall, at the Licensee's sole cost and expense, maintain general commercial liability insurance against claims for personal injury, death or property damage arising from the Licensee's operations on the Premises. Upon the request of Licensor, a certificate of insurance shall be delivered by Licensee to Licensor. The aggregate limit of this coverage shall not be less than \$1,000,000.00 combined single limit for bodily injury and property damage.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties and shall be interpreted in accordance with the laws of the State of Texas. If any term or provision of this agreement shall be determined to be unenforceable or invalid or illegal in any respect, the unenforceability, invalidity, or illegality shall not affect any other term or provision of this agreement but this agreement shall be construed as if such term or provision had never been contained herein..

IN WITNESS WHEREOF, the parties hereto have executed this License the day and year first herein written.

LICENSOR:
City of Pharr, Pharr EMS Headquarters

LICENSEE:
Dragados/Pulice Joint Venture

By: Anali Alanis

By: Tarso Gobbi

Pharr EMS Chief
Title

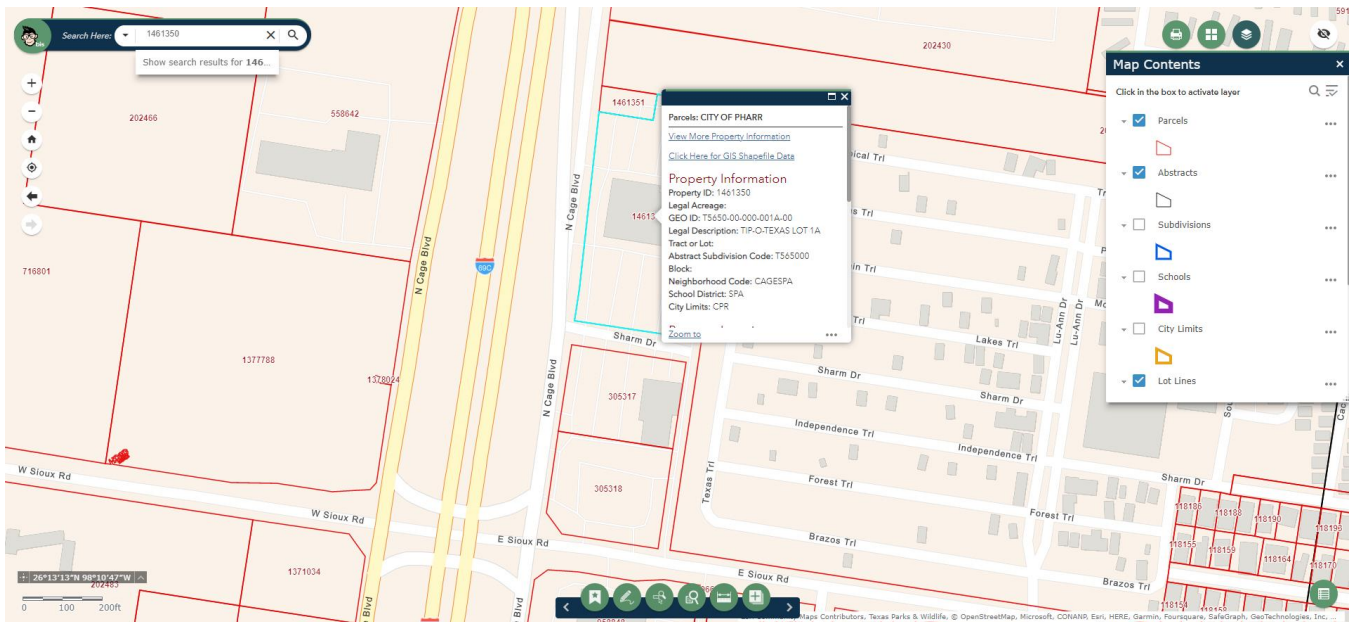
Project Manager
Title

Date

Date

Exhibit 1

Property Location





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.E.

DATE SUBMITTED: January 12, 2023

MEETING DATE: January 16, 2023

FROM: Ruben Rosales, Public Utilities
Director

DEPARTMENT: Public Utilities

DIRECTOR: Ruben Rosales

Agenda Item: Consideration and action, if any, authorizing City Manager to terminate the contract for Sewer CCN Assistance with Freese and Nichols Inc. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Services were taking too long to complete.

Fiscal Consideration: N/A

Staff Recommendation: For termination of contract

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Rosales

Created/Initiated - 1/12/2023

Ruben Rosales

Approved - 1/12/2023

Karla Saavedra

Approved - 1/13/2023

Ed Wylie

Approved - 1/13/2023

Patricia Rigney

Approved - 1/13/2023

City Management Office

Final Approval - 1/13/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

January 11, 2023

TO: Freese and Nichols Inc.
Matthew Schorsch
9601 McAllister Freeway, Suite 1008
San Antonio, TX 785216

via certified mail return receipt #
via email: matthew.schorsch@freese.com

FROM: Anali Alanis
City Manager, City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

RE: Contract # 2122-60-582-IPQ073-001 for Sewer CCN Assistance Dated July 20, 2022

Mr. Schorsch:

This letter is to notify you that the City of Pharr is providing you 10 day written notice of termination of the above-referenced Agreement, as provided for in Attachment TC, Section 3 of the Agreement. Please feel free to contact me if you have any questions.

Thank you,

Anali Alanis
City Manager



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 10.F.

DATE SUBMITTED: January 13, 2023

MEETING DATE: January 16, 2023

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on Agreement with Bickerstaff Heath Delgado Acosta, LLP for legal services for Pharr's Certificate of Convenience and Necessity (CCN). **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Pharr wants to expand its CCN area

Fiscal Consideration: tbd

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? Yes

Reason: Legal

ROUTING:

Ed Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 1/13/2023
Approved - 1/13/2023
Approved - 1/13/2023
Final Approval - 1/13/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 11.A.

DATE SUBMITTED: January 5, 2023

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consultation with Legal and action, if any, on Attorney General Opinions OR2022-39154 and OR2022-38910.

Classification: Closed Session

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

Issue: Attorney consultation

Fiscal Consideration: N/A

Staff Recommendation: To be discussed with governing body

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Pursuant to Section 551.071

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 1/5/2023
Approved - 1/5/2023
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 11.B.

DATE SUBMITTED: January 12, 2023

MEETING DATE: January 16, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR: Patricia Rigney

Agenda Item: Attorney consultation pursuant to Section 551.071, Texas Gov't Code to receive legal advice in pending litigation styled and numbered, Xoticas RGV, LP vs City of Pharr, et. al., Case No. 5: 21-CV-00120 (USDC – SD – LAREDO DIVISION), and related legal issues.

Classification: Closed Session

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

Issue: Attorney consultation in pending litigation.

Fiscal Consideration: N/A

Staff Recommendation: Attorney consultation

Alternatives: N/A

Exclude Material from Public Packet? Yes

Reason: Section 551.071, Texas Gov't Code

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 1/12/2023
Approved - 1/12/2023
Final Approval - 1/13/2023