

**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, FEBRUARY 6, 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. PUBLIC TESTIMONY: *(Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.*

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

A) Public hearing on development services cases

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

AGENDA REGULAR MEETING
February 6, 2023

A) Submission of Financial Report for the Period ending September 30, 2022. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

B) City Engineer's Report.

C) City Events of Interest.

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

A) Approval of Minutes for January 16, 2023 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) 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. *(2nd Reading)* **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Resolution authorizing City Manager to submit a grant application to the Federal Emergency Management Agency for the 2022 Assistance to Firefighters Grant Program. **This item supports SSC - Safe and Secure Community.** (FIRE)

D) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the State of Texas Local Border Security Program FY 2023. **This item supports SSC - Safe and Secure Community.** (POLICE)

E) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit grant application to the Office of the Governor-Criminal Justice Division: Pharr Border Bullet Resistant Shields. **This item supports SSC - Safe and Secure Community.** (POLICE)

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F) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Human Trafficking Liaison Project. **This item supports SSC - Safe and Secure Community.** (POLICE)

G) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Crime Victim's Liaison Project. **This item supports SSC - Safe and Secure Community.** (POLICE)

H) Consideration and action, if any, authorizing City Manager to advertise for bids for the Sanitary Sewer Collection System Improvements and Lift Station Numbers 1, 29, and 33 Elimination Project. **This item supports IF - Infrastructure.** (ENGINEERING)

I) Consideration and action, if any, rejecting all bids for the Supply contract on Purchasing active wear for the Fire Department and authorizing City Manager to re-advertise. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

J) Consideration and action, if any, rejecting all proposals for the City-Wide Debt Collection Services. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PURCHASING)

K) Consideration and action if any on agreement with the Pharr Economic Development Corporation Foundation. **This item supports EV - Economic Vitality.** (FINANCE)

L) Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Application for the I Road Bridge Replacement at the South Floodwater Channel (CSJ# 0921-02-491). **This item supports IF - Infrastructure.** (ENGINEERING)

M) Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Application for I Road from Dicker Road to Military Highway (CSJ# 0921-02-499). **This item supports IF - Infrastructure.** (ENGINEERING)

N) Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Re-Application for I Road from 0.4-miles south of Rancho Blanco Road (Javelina Drive) to Dicker Road (CSJ# 0921-02-363). **This item supports IF - Infrastructure.** (ENGINEERING)

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

1. R.E. Garcia & Associates, representing Ramiro Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 2.00 acre tract of land, more or less, out of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 West Hi-Line Road. COZ#221271 **This item supports EV - Economic Vitality.**
2. Red Robin Restaurant 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. CUP#030747 **This item supports EV - Economic Vitality.**
3. Las Margaritas Restaurant Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. CUP#210740 **This item supports EV - Economic Vitality.**
4. Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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 Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6400 South Cage Boulevard, Suites A & B. CUP#110757 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance calling the City of Pharr General Municipal Election for May 6, 2023, for election of Mayor, City Commissioners Places 1, 5, and 6 and designating Election Precincts and Polling Places. (*Consideración y acción, en Ordenanza para ordenar la Elección Municipal General de la Ciudad de Pharr el 6 de mayo de 2023 para elegir al Alcalde, Comisionados Lugares 1, 5, y 6, y la designación de Distritos Electorales y Centros de Votación*). (Adoption on 1st Reading) **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-42 Rental of City Facilities (*1st Reading*). **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas *(1st Reading)*. **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution authorizing the City of Pharr to enter into an agreement with the Texas Department of Transportation to close state roadways for public events. **This item supports QL - Quality of Life.** (ADMINISTRATION)

E) Consideration and action, if any, on Resolution appointing/re-appointing two (2) regular members to the Tierra Del Sol Golf Club Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (PARKS)

7. ADMINISTRATIVE:

A) Consultation with the Board of Commissioners on the hiring of Department Directors. **This item supports SE - Service Excellence.** (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to award Request for Proposal (RFP) for Capital Lease Financing for Fiscal Year 2022-2023 and enter into contract with US Bancorp Government Leasing & Finance, Inc. from Denver, CO. **This item supports SG - Sound Governance and Fiscal Sustainability.** (FINANCE)

9. CONTRACTS/AGREEMENTS:

A) 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)

B) Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and the City of McAllen for a roll-off container for collection of recyclable plastics for a \$75.00 fee per service. **This item supports QL - Quality of Life.** (PUBLIC WORKS)

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C) Consideration and action, if any, on Interlocal Agreement between the Pharr Police Department and the Office of the Criminal District Attorney of Hidalgo for forfeiture cases filed pursuant to Article 59 of the Texas Code of Criminal Procedures. **This item supports SSC - Safe and Secure Community.** (POLICE)

D) Consideration and action, if any, on service agreement with Lexipol, LLC, for the purchase of an annual subscription service for policies/procedures and a learning platform for use by the Fire Department utilizing Sourcewell Cooperative Purchasing Agreement Contract Number 011822-LXP in the amount of \$17,418.25. **This item supports SSC - Safe and Secure Community.** (FIRE)

E) Consideration and action, if any, authorizing City Manager to enter into agreement with Bud Griffin Customer Support from San Antonio, TX. for the Preventative Maintenance Services at the City of Pharr Emergency Center. **This item supports SSC - Safe and Secure Community.** (PARKS)

F) Consideration and action, if any, authorizing City Manager to enter into agreement with Texas Manufacturing Assistance Center (TMAC) for Pharr International Bridge Strategic Planning Services. **This item supports EV - Economic Vitality.** (BRIDGE)

G) Consideration and action, if any, authorizing City Manager to enter into agreement with Benevate, Inc. dba Neighborly Software from Atlanta, GA for Neighborly Software's Comprehensive Housing, Economic and Community Development focus software for the amount of \$17,000.00. **This item supports SE - Service Excellence.** (GMCD)

H) Consideration and action, if any, authorizing City Manager to enter into an agreement with Doctors Hospital at Renaissance, LTD. for wellness lab screening services. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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

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

AGENDA REGULAR MEETING
February 6, 2023

informative and developed.

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 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 3rd day of February 2023 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

AGENDA REGULAR MEETING
February 6, 2023



WITNESS MY HAND AND SEAL, this 3rd day of February 2023


HILDA PEDRAZA, TRMC / GMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: February 6, 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.A.

DATE SUBMITTED: February 2, 2023

MEETING DATE: February 6, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Financial Report for the Period ending September 30, 2022. This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Regular

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

Issue: As part of City Fiscal Transparency, city financial reports are prepared on a regular basis in order to keep our citizens informed and the city commission about the City's Fiscal Health.

This report is preliminary and unaudited and prepared by the Finance Department.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

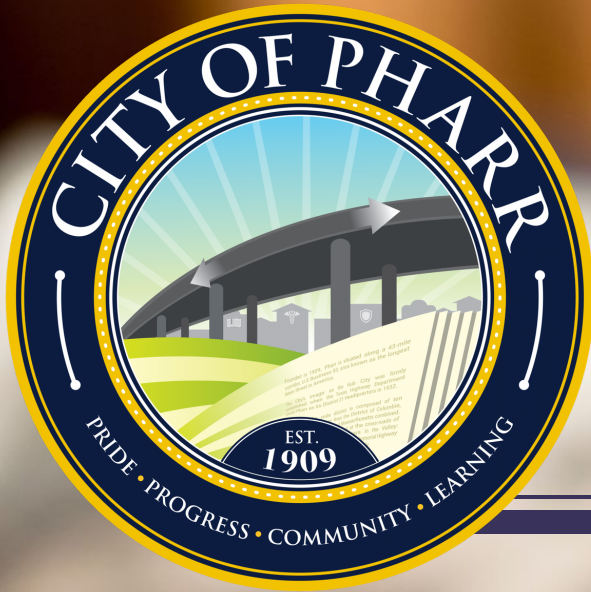
Exclude Material from Public Packet? No

Reason:

ROUTING:

Karla Saavedra
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/2/2023
Approved - 2/2/2023
Approved - 2/2/2023
Final Approval - 2/2/2023



CITY OF PHARR

Year-End Financial Report-Unaudited FY 2021-2022

Prepared by Karla Saavedra, CGFO



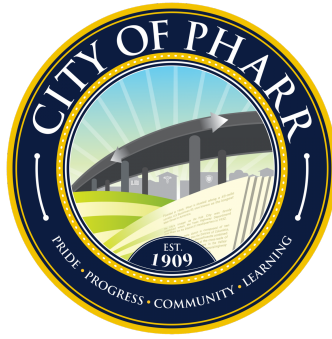


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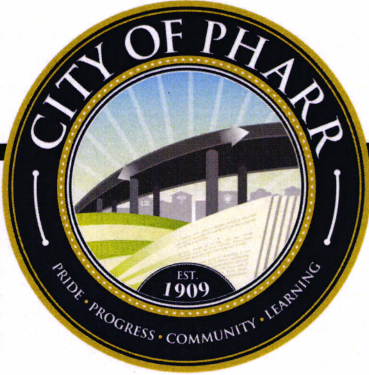
• Balance Sheet-Unaudited and Preliminary	1
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• Bridge Crossings	8
• Long-Term Debt Obligations	9 & 10
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February 6th, 2023

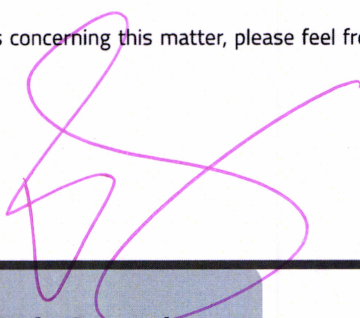
Mayor
City Commission
Citizens of Pharr

This Financial Report was compiled for the purpose of updating the City's elected officials and executive staff on the overall fiscal health of the City.

All City data is not included in this report, only the selected major activities whose drastic changes could adversely affect the City's ability to meet its obligations to vendors, staff and citizens.

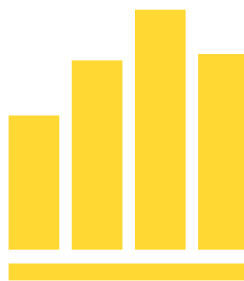
This is the Finance Department's effort to provide timely, reliable, and transparent fiscal information so that decision makers will have up to date to base their decisions on.

Should you have any questions concerning this matter, please feel free to contact me at (956) 402-4150 ext. 1907 or via email at karla.saavedra@pharr-tx.gov.



Karla Saavedra,
CGFO

Major Governmental Funds



BALANCE SHEET-UNAUDITED AND PRELIMINARY
MAJOR GOVERNMENTAL FUNDS
FOR FISCAL YEAR ENDED SEPTEMBER 2022

1

	<u>General</u>	<u>Capital Projects</u>
<u>ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</u>		
Cash	\$ 15,695,422	\$ 192,570
Investments		
Receivables (net of allowance for uncollectible):		
Property taxes	1,690,169	-
Sales	3,641,952	-
Warrants	1,742,002	-
Accounts	903,040	-
Intergovernmental	516,430	166,004
Other Entities	5,496,060	-
Prepaid Items	1,453	-
Inventories	1,861,399	-
Due from other funds	2,042,384	-
Restricted assets:		
Cash	-	-
Cash with Fiscal Agent	2,358,487	-
Intergovernmental receivable	-	-
Total assets	<u>\$ 35,948,798</u>	<u>\$ 358,575</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE</u>		
Liabilities:		
Accounts payable	\$ 2,662,095	\$ 399,702
Accrued Payroll	1,474,688	-
Escrow accounts	<u>3,227,401</u>	<u>1,053,421</u>
Total liabilities	<u>7,364,184</u>	<u>1,453,123</u>
Deferred Inflows of Resources:		
Deferred property tax	373,749	-
Deferred accounts	903,040	-
Deferred warrants	1,742,002	-
Deferred other	-	-
Deferred revenue	-	-
Total deferred inflow of resources	<u>3,018,791</u>	<u>-</u>
Fund balances:		
Nonspendable:		
Inventory	\$ 1,861,399	\$ -
Non-Current Advances	6,207,437	-
Committed:		
Contingency	11,959,527	-
Assigned:		
Capital Outlay	3,178,792	(1,094,548)
General Government	2,358,668	-
Unassigned:	-	-
Total fund balances	<u>25,565,823</u>	<u>(1,094,548)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 35,948,798</u>	<u>\$ 358,575</u>

STATEMENT OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCE
UNAUDITED AND PRELIMINARY
MAJOR GOVERNMENTAL FUNDS
FOR FISCAL YEAR ENDED SEPTEMBER 30th, 2022

2

	REVENUES	General	Capital Projects
Taxes:			
Property		\$ 20,866,315	\$ -
Sales		21,319,181	-
Franchise		2,665,090	-
Other		282,120	-
Licenses and permits		1,084,936	-
Intergovernmental		97,729	1,059,468
Fees and charges:			
Sanitation		3,050,224	-
Brush		1,213,877	-
Other		1,439,661	-
Fines		488,486	-
Interest income		101,229	-
Other		986,128	-
Total revenues		<u>53,594,976</u>	<u>1,059,468</u>
EXPENDITURES			
Current:			
General government		15,127,851	-
Public safety		29,556,375	-
Highways and streets		4,867,632	-
Health and welfare		3,096,669	-
Culture and recreation		8,190,061	-
Capital Outlay		3,690,725	15,784,107
Economic development		1,137,270	-
Debt service:			
Principal		1,444,120	1,071,360
Interest		93,615	136,756
Total expenditures		<u>67,204,318</u>	<u>16,992,223</u>
Excess (deficiency) of revenues over (under) expenditures		<u>(13,609,342)</u>	<u>(15,932,755)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in		12,547,943	7,206,800
Transfers (out)		(8,165,860)	(4,877,794)
Issuance of debt		3,470,085	-
Total other financing sources and uses		<u>7,852,168</u>	<u>2,329,006</u>
Net change in fund balance		(5,757,174)	(13,603,749)
Fund balance - beginning		29,398,896	11,938,761
Prior period adjustment		1,924,101	570,439
Fund balance - ending		<u>\$ 25,565,823</u>	<u>\$ (1,094,548)</u>

MAJOR PROPRIETARY FUNDS



Assets

	PROPRIETARY FUNDS			
	Utility	Toll Bridge	Pharr EMS	Golf
Current assets:				
Cash	\$ 1,532,185	\$ 5,877,592	\$ -	283,445
Receivables (net of allowance for uncollectible):				
Accounts	3,231,292	47,855	2,260,913	18,647
Intergovernmental	-	103,802	319,604	-
Inventories	181,220	-	-	20,386
Restricted assets:				
Cash	42,991,978	60,693,756	-	-
Cash with Fiscal Agent	2,548,071	-	-	-
Total current assets	<u>50,484,746</u>	<u>66,723,005</u>	<u>2,580,517</u>	<u>322,478</u>
Capital assets (net of accumulated depreciation):				
Land	4,293,127	819,645	785,224	999,342
Buildings	8,620,508	3,325,471	2,074,698	262,664
Improvements other than buildings	8,932,782	139,698	59,364	1,329,098
Machinery and equipment	2,001,589	1,941,484	1,601,616	140,647
Total capital assets, net of accumulated depreciation	<u>122,856,786</u>	<u>34,839,467</u>	<u>4,520,902</u>	<u>2,731,751</u>
Total noncurrent assets	<u>122,856,786</u>	<u>34,839,467</u>	<u>4,520,902</u>	<u>2,731,751</u>
<u>DEFERRED OUTFLOW OF RESOURCES</u>				
Intangible Assets-Lease Asset		1,233,731	3,638,149	-
Unamortized gain / loss on refunding of debt	130,323	-	-	-
Total deferred outflow of resources	<u>130,323</u>	<u>1,233,731</u>	<u>3,638,149</u>	<u>-</u>
Total assets and deferred outflow of resources	\$ <u>173,471,855</u>	\$ <u>102,796,203</u>	\$ <u>10,739,568</u>	\$ <u>3,054,227</u>

Liabilities to continue in following page.

STATEMENT OF NET POSITION-UNAUDITED AND PRELIMINARY
PROPRIETARY FUNDS
FOR FISCAL YEAR ENDED SEPTEMBER 30th, 2022

4

Liabilities

	<u>Utility</u>	<u>Toll Bridge</u>	<u>Pharr EMS</u>	<u>Golf</u>
Current liabilities payable:				
Accounts payable	\$ 1,062,683	646,314	283,225	31,933
Due to other funds	111,992	44,688	1,457,967	24,823
Unearned revenue	<u>3,068,246</u>	<u>753,827</u>	<u>-</u>	<u>47,959</u>
Total current liabilities payable	<u>4,242,921</u>	<u>1,444,829</u>	<u>1,741,192</u>	<u>104,715</u>
Current liabilities payable from restricted assets:				
Customer deposits payable	-	-	-	-
Escrow payable	252,109	-	220	-
Matured accrued compensation	118,418	55,709	24,839	11,928
Matured capital lease	640,705	102,964	-	32,260
Matured bonds/notes, net	<u>3,591,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total current liabilities payable from restricted assets	<u>4,602,232</u>	<u>158,673</u>	<u>25,059</u>	<u>44,188</u>
Total current liabilities	<u>8,845,153</u>	<u>1,603,502</u>	<u>1,766,251</u>	<u>148,903</u>
Noncurrent liabilities:				
Accrued compensation	387,045	247,173	74,519	52,718
Capital lease payable	2,308,749	75,447	-	84,188
Bonds/notes principal payable	<u>56,224,000</u>	<u>58,370,000</u>	<u>-</u>	<u>-</u>
Total noncurrent liabilities	<u>58,919,794</u>	<u>58,692,620</u>	<u>74,519</u>	<u>136,906</u>
 <u>DEFERRED INFLOW OF RESOURCES</u>				
Intangible Assets-Lease Receivables		1,181,907		
Lease Liability			3,705,694	-
Unamortized premium	<u>1,585,619</u>	<u>10,848,363</u>	<u>-</u>	<u>-</u>
Total deferred inflow of resources	<u>1,585,619</u>	<u>12,030,270</u>	<u>3,705,694</u>	<u>-</u>
Total liabilities and deferred inflow of resources	<u>69,350,566</u>	<u>72,326,393</u>	<u>5,546,464</u>	<u>285,809</u>
 <u>NET POSITION</u>				
Invested in capital assets, net of related debt	95,008,698	26,812,909	4,520,900	2,647,563
Restricted for:				
Debt service	4,880,434	2,900,000	-	-
Capital Equipment/Projects	2,548,071	-	-	-
Unrestricted	<u>1,684,086</u>	<u>756,901</u>	<u>672,204</u>	<u>120,855</u>
Total net position	<u>\$ 104,121,289</u>	<u>\$ 30,469,810</u>	<u>\$ 5,193,104</u>	<u>\$ 2,768,418</u>

STATEMENT OF REVENUES AND EXPENDITURES AND CHANGES IN FUND NET POSITION

UNAUDITED AND PRELIMINARY

PROPRIETARY FUNDS

FOR FISCAL YEAR ENDED SEPTEMBER 30, 2022

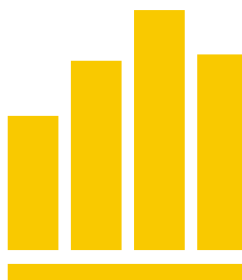
5

PROPRIETARY FUNDS				
	Utility	Toll Bridge	Pharr EMS	Golf
Operating revenues:				
Charges for sales and services:				
Water sales	\$ 9,344,517	\$ -	\$ -	\$ -
Sewer service	7,260,691	-	-	-
Tap fees	230,336	-	-	-
Toll fees	-	17,237,547	-	-
Golf services	-	-	-	1,034,057
Ambulance Service Revenues				
Ground Revenue	-	-	9,624,715	-
Transfer Revenue	-	-	1,676,869	-
Flight Revenue	-	-	9,626,549	-
Other	149,518	291,741	643,692	21,916
Total operating revenues	16,985,062	17,529,288	21,571,825	1,055,972
Operating expenses:				
Personnel services	3,906,195	1,436,807	8,080,425	795,394
Supplies and Materials	2,269,564	216,159	444,764	191,334
Contractual Services	3,526,848	2,473,795	3,341,393	415,982
Bad Debt Expense	-	-	9,772,607	-
Depreciation	6,072,643	832,064	967,641	210,418
Total operating expenses	15,775,250	4,958,825	22,606,830	1,613,128
Operating income (loss)	1,209,812	12,570,463	(1,035,005)	(557,156)
Nonoperating revenues (expenses):				
Investment earnings	50,615	479,146	2,122	5,842
Interest expense	(1,042,454)	(2,338,557)	(161,696)	(4,059)
Amortization expense	363,823	36,421	(404,238)	-
Intergovernmental	804,500	1,646,580	529,299	-
Other	-	-	47,868	-
Issuance cost	-	(371,629)	-	-
Total nonoperating revenues (expenses)	176,484	(548,039)	13,355	1,783
Income/loss before contributions and transfers	1,386,296	12,022,424	(1,021,650)	(555,373)
Transfers in	6,066,158	394,900	6,786,040	-
Transfers (out)	(578,700)	(10,563,100)	-	-
Changes in net position	6,873,754	1,854,224	5,764,390	(555,373)
Total net position - beginning	95,984,779	28,571,076	3,578,132	3,253,372
Prior period adjustment	1,262,756	44,509	(4,149,418)	70,418
Total net position - ending	\$ 104,121,289	\$ 30,469,810	\$ 5,193,104	\$ 2,768,418



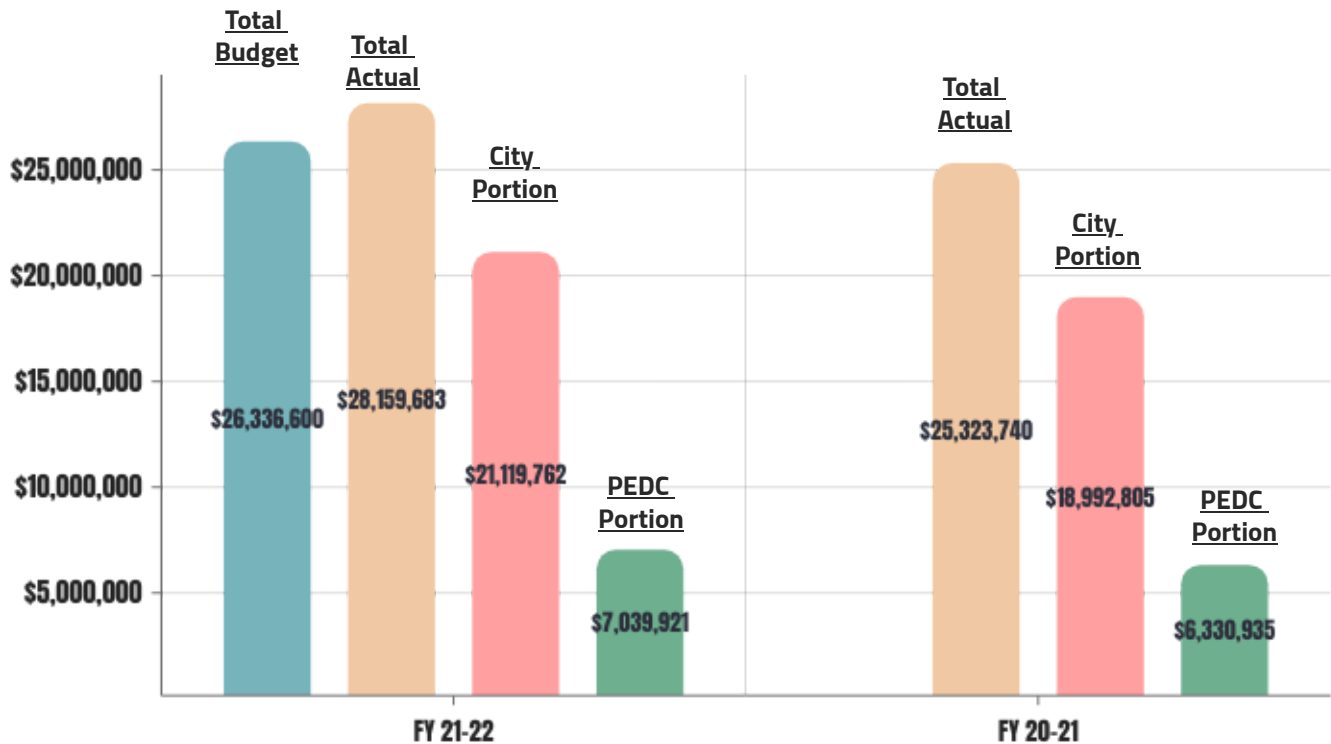
UTILITY DEBT COVERAGE RATIO

FISCAL UPDATES



CITY OF PHARR SALES TAX COLLETIONS-(CASH BASIS)
FOR PERIOD ENDING SEPTEMBER 30th, 2022

6



9.71% YTD

Increase in Sales Tax from Last Year*



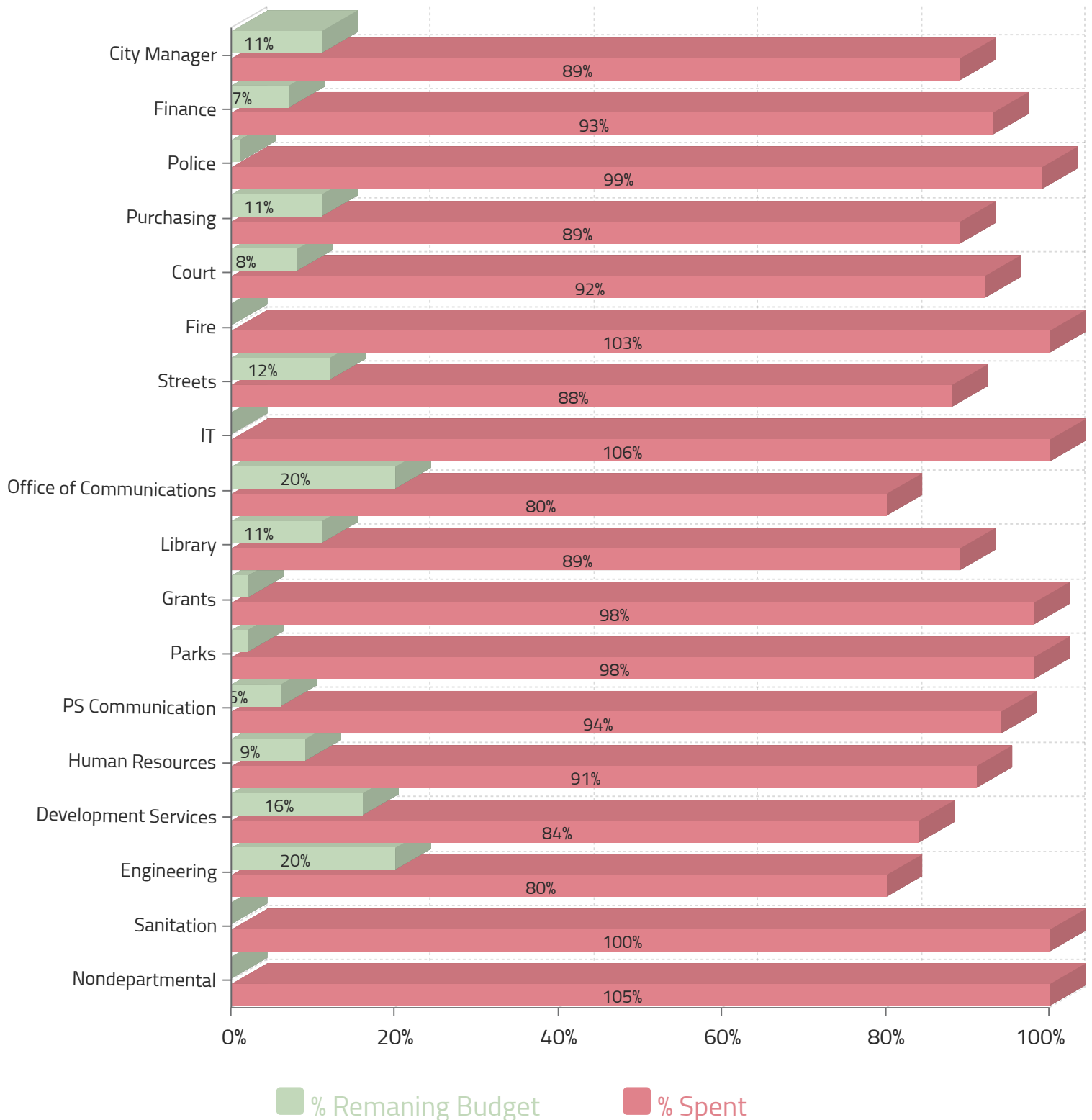
10.21%

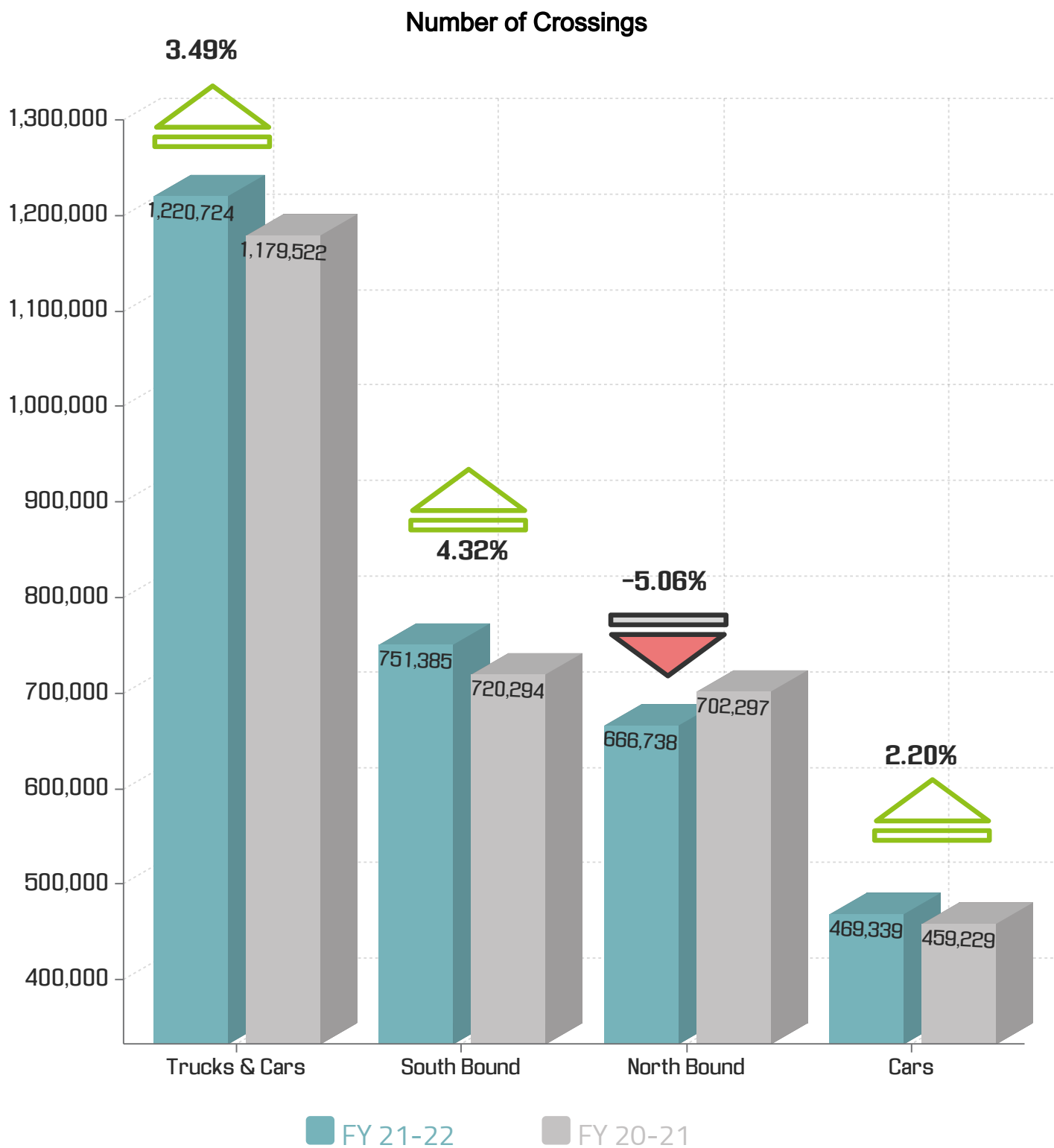
Compared to September 2021 Cash Basis.

**Ranked
No. 7**

compared to neighbor Cities

100% Benchmark for Budget use
as of September 2022





Long-Term Obligations (In Millions)



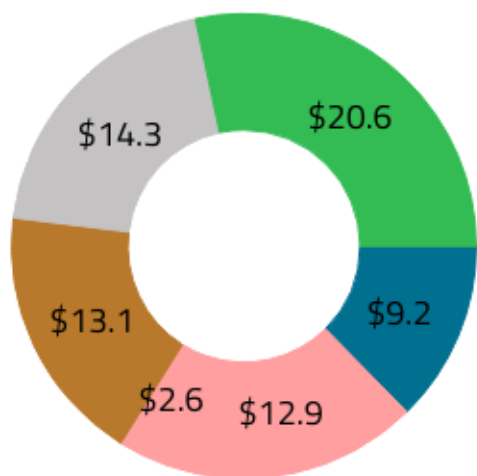
Outstanding
As of September 2022:

**\$190.16
MILLION**

City-Wide Long-Term Debt

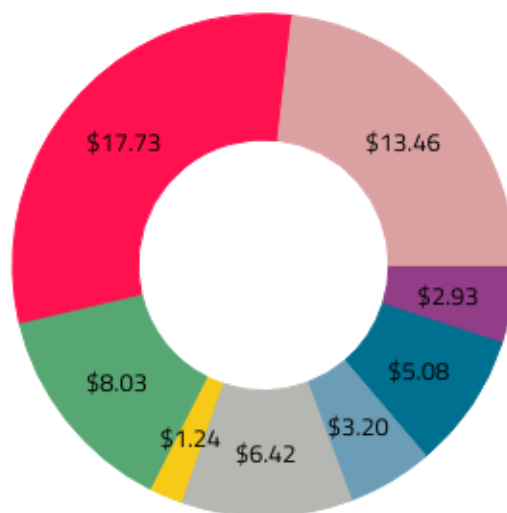
(In Millions)

Governmental



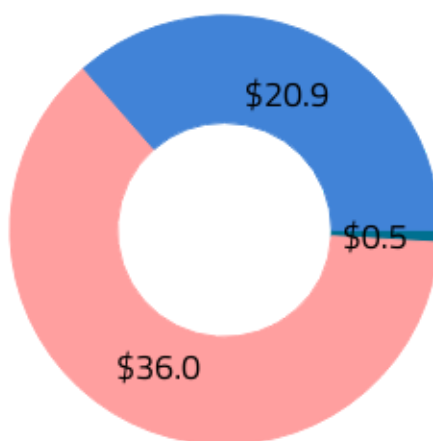
Leases \$9.2 CO 2016 \$12.9 Tax Notes 2017 \$2.6
CO 2017 \$13.1 CO 2018 \$14.3 CO 2020 \$20.6

Utility Fund



Leases \$2.93 Revenue 2007A \$5.08
Revenue 2007B \$3.20 Revenue 2013 \$6.42
Revenue 2015 \$1.24 Refunding 2017 \$8.03
Revenue 2020 A \$17.73 Revenue 2020 B \$13.46

International Bridge



Leases \$0.5 Series 2021 \$36.0
Revenue 2021 \$20.9

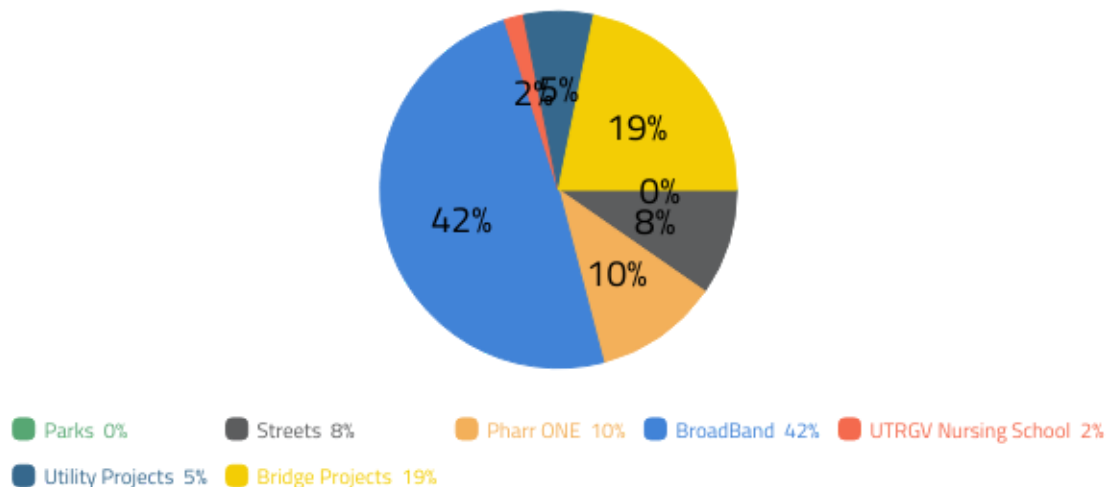
Governmental
(In Millions)

Construction Category	Balance September 30, 2021	Expenses this FY 21-22	Completions this FY 21-22	Balance September 30, 2022
Parks	27.20	3.01	30.11	.10
Streets	5.36	4.21	1.44	8.13
Broadband/TeamPharr.Net**	3.09	38.84	-0-	41.93
UTRGV Nursing School	.67	.83	-0-	1.5
Pharr One	7.01	2.61	-0-	9.62
Total Governmental	43.33	49.5	31.55	61.28

Business-Type
(In Millions)

Construction Category	Balance September 30, 2021	Expenses this FY 21-22	Completions this FY 21-22	Balance September 30, 2022
Utility Projects	1.63	3.76	-	5.39
Bridge	10.88	7.72	-	18.60
Total Business-Type	12.51	11.48	-0-	23.99
GRAND TOTAL	\$55.84	\$60.98	\$31.55	\$85.27

Construction Distribution





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: February 3, 2023

MEETING DATE: February 6, 2023

FROM: Ruben Alfaro, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: City Engineer's Report

Classification: Regular

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

Issue: N/A

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Ruben Alfaro
City Management Office

Created/Initiated - 2/3/2023
Final Approval - 2/3/2023



Report on Capital Improvement Project Activity Construction - February 2023

City Engineer – Ruben Alfaro, PE
Monday, February 6, 2023



Pharr
Engineering



City Engineers Report

Architect: The Warren Group Architects, Inc.

Contractor: Davila Construction, Inc.

CM: Brownstone Consultants, LLC

Notice to Proceed: Dec. 2, 2020

Contract Time: 273

Time to Date: 566(207.33%)

*stop time, June 21, 2022

Contract Amount: \$7,500,000.00

Change Orders: \$0.00

Current Contract: \$7,500,000.00

Placed to Date: \$7,262,740.45 (96.84%)

Status: Phase I has been accepted by CC at meeting on June 20, 2022. Substantial Completion for Phase II, except amphitheater, was granted June 21, 2022. Amphitheater was substantially completed on November 3, 2022.

Next Step: Project close-out of Phase II is ongoing and is expected to be accepted by City Commission on February 2023.



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

Northside Community Center (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: TEDSI Infrastructure Group, Inc.
Contractor: International Consulting Engineers
CM: Brownstone Consultants, LLC
Notice to Proceed: Sept. 8, 2020
Contract Time: 545 + 26 + 30 + 112 + 223 (ETC
April 02, 2023, *2nd BSIF Exit*)

Time to Date: 877 (94%)

Contract Amount: \$7,946,724.38

Change Orders: \$550,940.01

Current Contract: \$8,497,664.39

Placed to Date: \$7,577,297.19 (89%)

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

Status: Work is ongoing, contractor is working on final items and expecting a final punch list from the city to begin working on pending items.

Next Step: The contractor will work on punch list items towards a completion date of **February 22, 2023 for the final walkthrough with GSA/CBP.**



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



Pharr
Engineering



CONSTRUCTION

Engineer: J&R Engineering, LLC
Contractor: Saenz Brothers Construction, LLC
CM: City of Pharr
Notice to Proceed: July 6, 2021 (new)
Contract Time: 120 (ETC Nov. 03, 2021)
Time to Date: 541 (451%)

Contract Amount: \$1,494,704.00

Change Orders: \$0.00

Current Contract: \$1,494,704.00

Placed to Date: \$1,100,896.00 (74%)

Status: Contractor has completed the perimeter fence.

Next Step: Contractor will continue to work within the footprint of the lift station completing the electrical work.



Description: The project generally consists of replacing an existing dry pit-wet pit lift station with a new submersible pump station and constructing a new 10-in and 8-in pressure sewer force main piping systems from LS 30 to Thomas Rd. The project is located at 7409 S. Oro Lane.

Lift Station No. 30 (1/1)



Pharr
Engineering



CONSTRUCTION

Engineer: City of Pharr
Contractor: Castle Enterprises, LLC.
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)

Contract Time: 120+112 (ETC TBD)

Time to Date: 206 (89%)

Contract Amount: \$314,717.70

Change Orders: \$0.00

Current Contract: \$314,717.70

Placed to Date: \$22,572.00 (7%)

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

Status: Contractor has completed lime treatment on subgrade.

Next Step: Contractor will continue to work on flexible base followed by curb and gutter construction.



01-27-2023



12-22-2022

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



Pharr
Engineering



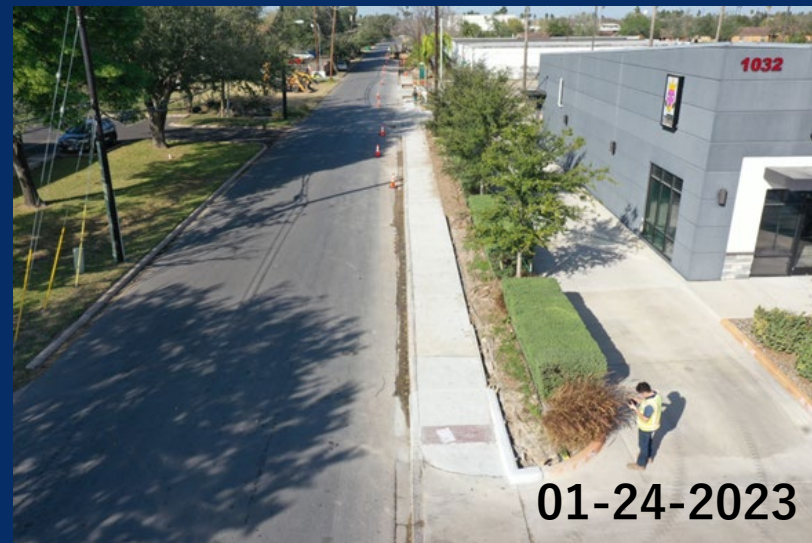
CONSTRUCTION

Engineer: City of Pharr/Ramiro Gutierrez
Contractor: ASAGO, LLC
CM: City of Pharr
Notice to Proceed: June 06, 2022 (new)
Contract Time: 316 Days
Time to Date: 30 Days (9%)
Contract Amount: \$2,325,300.55
Change Orders: \$0.00
Current Contract: \$2,325,300.55
Placed to Date: \$46,918.00 (2%)

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

Status: Contractor working on sidewalks for “Aida Escobar” and Pepe Salinas Civic Center.

Next Step: Contractor will continue to work on City of Pharr locations.



PSJA Tri-City Pedestrian Safety Improvements Phase I (1/1)



DEPARTMENT MISSION STATEMENT

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



Pharr
Engineering



END



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED:

MEETING DATE: February 6, 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.A.

DATE SUBMITTED: January 23, 2023

MEETING DATE: February 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for January 16, 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 held on Monday, January 16, 2023 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: Not applicable

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 1/23/2023
Final Approval - 2/1/2023

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JANUARY 16, 2023
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, January 16, 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
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

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.
Isaac Escobedo, Asst. Parks & Rec. Director
Michael Vargas, External Affairs Asst. Dir.
Adolfo Garcia, Library
Fred Brouwen, Asst. Bridge Director
Daniel Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
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

MINUTES: REGULAR CALLED MEETING

January 16, 2023

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Kenneth Ennis, Public Safety Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING JANUARY 2023 AS HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH (POLICE)

Juan Gonzalez, Police Chief, and staff were present and thanked the Commission for the proclamation. Nancy Gonzalez, Human Trafficking Liaison, stated the Undertaking Against Human Trafficking event held on Saturday, January 14, 2023 had been a success and through events like these, they can help identify human trafficking. A video recap was presented.

Comm. Itza Flores read proclamation proclaiming January 2023 as Human Trafficking Awareness and Prevention Month and urged the residents to participate in events to educate themselves about all types of human trafficking.

ITEM 3. PUBLIC TESTIMONY

No one signed up to speak.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

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

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 CLOSER 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)

MINUTES: REGULAR CALLED MEETING

January 16, 2023

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

ITEM 5. CITY MANAGER'S REPORTS

A) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, reminded the public about the Community Health Talks. She stated these events were taking place from 10:00 a.m. to 11:00 a.m. on Wednesday, January 18, 2023 at the Jose "Pepe" Salinas Recreation Center and January 25, 2023 at the Pharr Development and Research Center. Mrs. Alanis stated the events were free and invited the community to attend.

Anali Alanis, Interim City Manager, reported the City of Pharr 114th Birthday Celebration would take place on Thursday, January 19, 2023 from 5:00 p.m. to 7:00 p.m. in downtown Pharr. She stated there would be cake, a pinata, music, and activities and extended an invitation to everyone to attend.

Anali Alanis, Interim City Manager, further reported the Greater Pharr Chamber of Commerce would be hosting a Worship Night Out event on Saturday, January 21, 2023 from 6:00 p.m. to 10:00 p.m. in downtown Pharr. Marcela Beas, Chamber President, approached the podium and stated there would be live music, food, market vendors and family activities.

B) SUBMISSION OF SALES TAX COLLECTION REPORT FOR JANUARY 2023

Anali Alanis, Interim City Manager, briefly reported the City of Pharr showed an increase of 2.55% year to date true growth compared to last year and stated Karla Saavedra, Finance Director, was present and questions could be entertained at this time.

Karla Saavedra, Finance Director, briefly stated the City of Pharr was under budget at this time.

ITEM 6. 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:

MINUTES: REGULAR CALLED MEETING

January 16, 2023

1. SR. CRUDA CEVICHE AND MICHELADAS, LLC., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 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., REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 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)

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.

At this time, Mayor Hernandez stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 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

The time being 4:20 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 13. RECONVENE

The time being 5:10 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

Comm. Carrillo left the meeting at this point of the agenda. The time being 5:10 p.m.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

MINUTES: REGULAR CALLED MEETING

January 16, 2023

- 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)**

Anali Alanis, Interim City Manager, introduced the item.

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

Resolution No. R-2023-03 is filed with the City Clerk's office.

- 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)**

Anali Alanis, Interim City Manager, introduced the item.

Comm. Guajardo **moved** to appoint Ricardo Rodriguez as Deputy City Attorney-Prosecutor for the Pharr Municipal Court. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Ricardo Rodriguez was present and thanked the Commission for the opportunity to serve the citizens of Pharr.

Ordinance No. O-2023-04 is filed with the City Clerk's Office.

- 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 CLOSER 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)**

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 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)**

Anali Alanis, Interim City Manager, introduced the item.

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

- 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)**

Anali Alanis, Interim City Manager, introduced the item. She briefly stated comments were received during the comment period and were made part of the agenda packet.

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

- 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)**

Anali Alanis, Interim City Manager, introduced the item and briefly stated this was for reallocation funds from the American Rescue Plan Act.

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

ITEM 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)

Anali Alanis, Interim City Manager, introduced the item and recommended approval.

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

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)

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.

ITEM 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)

Anali Alanis, Interim City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON 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)

Anali Alanis, Interim City Manager, introduced the item.

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

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)

Anali Alanis, Interim City Manager, introduced the item and recommended the item remained tabled.

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

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)

Anali Alanis, Interim City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO TERMINATE THE CONTRACT FOR SEWER CCM ASSISTANCE WITH FREESE AND NICHOLS INC. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PUBLIC UTILITIES)

Anali Alanis, Interim City Manager, introduced the item.

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

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)

Anali Alanis, Interim City Manager, introduced the item.

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

ITEM 11. LEGAL

A) CONSULTATION WITH LEGAL AND ACTION, IF ANY, ON ATTORNEY GENERAL OPINIONS OR2022-39154 AND OR2022-38910 (ADMINISTRATION)

MINUTES: REGULAR CALLED MEETING

January 16, 2023

Anali Alanis, Interim City Manager, introduced the item and recommended approval as discussed in closed session.

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

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)

Anali Alanis, Interim City Manager, introduced the item and stated no action was necessary.

ITEM 14. ADJOURNMENT

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

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 16th 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, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: January 24, 2023

MEETING DATE: February 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance extending the boundaries of the present corporate limits of the City of Pharr, Texas and annexing new territory into the City of Pharr consisting of approximately 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. *(2nd Reading)* **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: This item is the 2nd 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:

Hilda Pedraza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/24/2023
Approved - 1/24/2023
Approved - 1/25/2023
Final Approval - 2/2/2023

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)

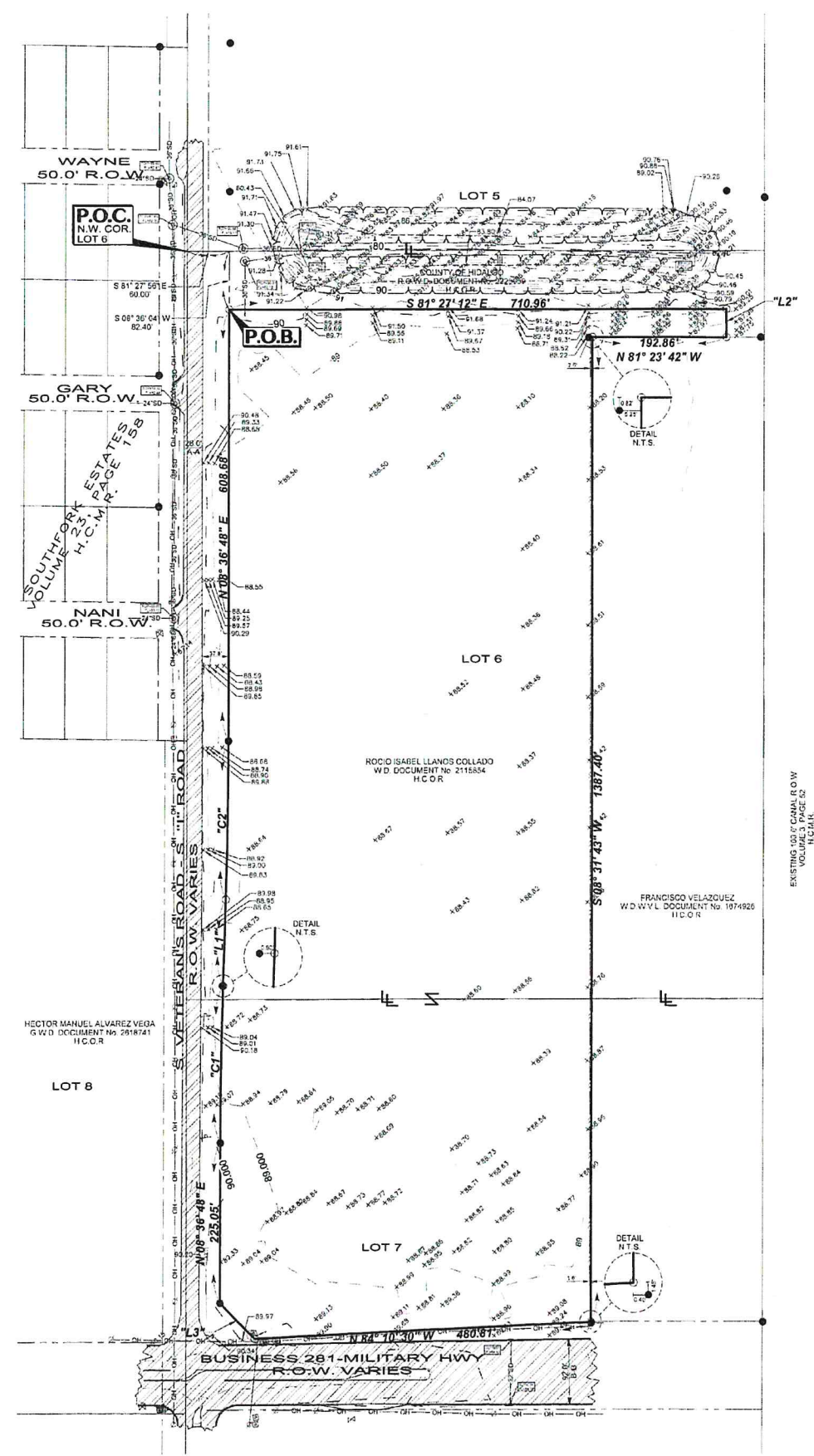
PROPERTY DESCRIPTIONS

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	710.63
2	151° 39' 57\"	7449.02	229.64	111.76	710.63

- 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
CONVEYANCE MAP NUMBER 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 VETERAN'S 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**

1			
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: January 26, 2023

MEETING DATE: February 6, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Resolution authorizing City Manager to submit a grant application to the Federal Emergency Management Agency for the 2022 Assistance to Firefighters Grant Program. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: The Fire Department is requesting authorization to submit an application to the Federal Emergency Management Agency (FEMA) for the 2022 Assistance to Firefighters Grant (AFG) Program for the purchase of high priority items for Rescue Technician equipment, portable radios and spreader/cutters.

The Rescue Technician equipment is for items such as life safety rope and related hardware to use for high/low angle, confined space and trench rescue. The portable radios are for firefighters in seated positions on fire apparatus. The spreader/cutters are for replacement on two (2) heavy rescues in the fleet. The estimated cost for the equipment is \$201,000.

The attached resolution is required by FEMA to demonstrate the City's commitment towards a local 15% cash match (\$30,150) if awarded the AFG grant.

Fiscal Consideration: AFG local matching funds equate to 15% of the awarded amount.

Staff Recommendation: Based on review by this office, staff recommends approval of the Resolution authorizing the City Manager to submit a grant application to Federal Emergency Management Agency for the 2022 Assistance to Firefighter Grant Program.

Alternatives: Dis-approve submission of the grant application.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Cynthia Garza

Created/Initiated - 1/26/2023
Approved - 1/26/2023

Patricia Rigney
Karla Saavedra
City Management Office

Approved - 1/27/2023
Approved - 2/1/2023
Final Approval - 2/1/2023

RESOLUTION NO. R-2023-_____

**Federal Emergency Management Agency
2022 Assistance to Firefighters Grant Program**

WHEREAS, the Federal Emergency Management Agency (FEMA) is accepting applications for the Fiscal Year 2022 Assistance to Firefighters Grant (AFG) Program to provide grants to meet the firefighting and emergency response needs of fire departments; and

WHEREAS, the Pharr City Commission finds it in the best interest of the citizens of Pharr to submit a grant application for the Fiscal Year 2022 AFG Program; and

WHEREAS, the purpose of the AFG Program is to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards; and

WHEREAS, the City will be submitting a grant application for funding priority items such as Tech Rescue, Portable Radios and Cutters/Spreaders; and

WHEREAS, the Pharr City Commission agrees to provide 15% matching funds as required by the AFG application; and

WHEREAS, The City of Pharr City Commission authorizes the City Manager as the grantee's authorized official. The authorized official is given the authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approves submitting the grant application for the FEMA 2022 Assistance to Firefighters Grant Program.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS 6th DAY OF FEBRUARY, 2023.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of February 2023, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, this the ____ day of February 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: January 30, 2023

MEETING DATE: February 6, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the State of Texas Local Border Security Program FY 2023. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue:

The Pharr Police Department has been actively engaged in law enforcement southbound and corridor interdiction operations in and around the Pharr International Bridge. The operations, on occasions, are conducted in partnership with U.S. Customs and Border Protection agents in efforts to detect and seize stolen vehicles, firearms, ammunition, illicit currency, and wanted fugitives.

The State of Texas Local Border Security Program in conjunction with US Border Patrol, will concentrate on border related criminal activity, outbound operations, corridor interdiction, disrupting gangs and cartel organizations, specific areas for crime, intelligence-led policing, increasing field intelligence and other activities to increase security and quality of life.

We are seeking approval and a resolution authoring the application submittal to the State of Texas Local Border Security Program for funding that will assist this department continue and expand operations addressing outbound vehicles carrying contraband (drug currency, firearms, munitions), investigative services disrupting and detecting gang and cartel activity/operations in and around the City of Pharr, specific area for crime through gang-free zones and drug-free zones, intel-led policing and border related activity. This grant is for a funding amount to be determined and requires no match. The funding would pay for police officers/ personnel overtime expenses.

Fiscal Consideration: LBSP Grant funds are a reimbursable expense for the City

Staff Recommendation: Staff recommends approval

Alternatives: Not approve this request and return the funding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles	Created/Initiated - 1/30/2023
Juan Gonzalez	Approved - 1/30/2023
Karla Saavedra	Approved - 2/1/2023
Cynthia Garza	Approved - 2/1/2023
Patricia Rigney	Approved - 2/1/2023
City Management Office	Final Approval - 2/2/2023

RESOLUTION NO. R-2023 _____

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
LOCAL BORDER SECURITY PROGRAM SOLICITATION (LBSP), (FY 2024)

WHEREAS, Local Border Security Program (LBSP) funding is for FY 2024 to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States.

WHEREAS, The City of Pharr City Commission finds it in the best interest of the citizens of Pharr that the Local Border Security Program (LBSP) be operated for the fiscal year 09/01/2023 to 08-31-2024, and

WHEREAS, the purpose of the Local Border Security Program (LBSP) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, The City of Pharr City Commission agrees to provide if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

WHEREAS, The City of Pharr City Commission designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that Pharr Board of Commissioners approves submitting the grant application for the Local Border Security Program (LBSP) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF _____ 2023.

Grant Number: 2991409

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

HILDA PEDRAZA. CITY CLERK

Certification

The State of Texas

County of Hidalgo
City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of February 2023, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of February 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: January 30, 2023

MEETING DATE: February 6, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit grant application to the Office of the Governor-Criminal Justice Division: Pharr Border Bullet Resistant Shields. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue:

Enhanced officer safety and ballistic protection for our first responders-In response to continued violent critical incidents at schools and public venues, the Pharr PD has developed enhanced training for Active Shooter scenarios. In an effort to prepare for, and provide an enhanced response to critical violent incidents, the Pharr PD conducts ongoing training to deal with these threats and unusual situations that require an expedited response in order to save lives.

In order to provide enhanced ballistic protection and increase officer safety, the Pharr PD intends to purchase Ballistic Shields. Ballistic Shields are essential personal protective items that are required to be used by members of the Pharr PD. The daily use by officers allows them to carry out their duties while protecting them from sudden violent attacks from gunfire or edged weapons.

The intent is to equip officers with NIJ certified Ballistic Shields that are rated to stop handgun rounds, shotgun and rifle rounds. These shields are required to be used by all police officers when responding to critical incidents and carried in patrol vehicles. The Ballistic Shields allow officers to respond quickly to an active shooter incident, while providing ballistic protection and improving officer safety. The use of Ballistic Shields serves to increase the likelihood that they can carry out their duties and save lives.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: Not approve grant and lose out on funding

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles

Juan Gonzalez

Karla Saavedra

Cynthia Garza

Patricia Rigney

City Management Office

Created/Initiated - 1/30/2023

Approved - 1/30/2023

Approved - 2/1/2023

Approved - 2/1/2023

Approved - 2/1/2023

Final Approval - 2/2/2023

**OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE
DIVISION (BULLET-RESISTANT SHIELD GRANT
PROGRAM, (FY2023)**

WHEREAS, the city of Pharr recognizes that on August 30, 2022, the city submitted a grant application to the Office of the Governor Criminal Justice Division.

WHEREAS, The City of Pharr finds it in the best interest of the citizens that the **Pharr Border Bullet Resistant Shields** be operated from 10/01/2022 thru 09/30/2023; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Pharr City Commission designates the **Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the grant application for the **Pharr Border Bullet Resistant Shields** to the Office of the Governor, Criminal Justice Division.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE
CITY OF PHARR TEXAS, THIS ____ DAY OF January__2023.**

Grant Number: 4637901

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

HILDA PEDRAZA. CITY CLERK

Certification

**The State of Texas
County of Hidalgo
City of Pharr**

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of January 2023, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of January 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: January 30, 2023

MEETING DATE: February 6, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Human Trafficking Liaison Project. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: The Pharr Police Department seeks funding from the Office of the Governor - Criminal Justice Division for the continuance of the Human Trafficking Liaison Project. The grant operational period is from 10/01/2023 thru 09/30/2024. The Human Trafficking Liaison would oversee services for victims of human trafficking and coordinate with local, state, and federal partners to provide services for victims in Pharr.

Fiscal Consideration: Salaries are reimbursable

Staff Recommendation: Staff recommends approval

Alternatives: Not approve funding and close the program

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

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

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 2/1/2023
Approved - 2/1/2023
Approved - 2/1/2023
Final Approval - 2/2/2023

RESOLUTION NO. R-2023-_____

OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION
(GENERAL VICTIMS ASSISTANCE DIRECT SERVICES GRANT PROGRAM, FY2024)

WHEREAS, the City of Pharr finds it in the best interest of the citizens of Pharr, that the Human Trafficking Liaison Project be operated from 10/01/2023 thru 09/30/2024 and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Pharr City Commission designates **Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the grant application for the **Human Trafficking Liaison Project** to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF February 2023.

Grant Number: **2430512**

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____day of February 2023, ad.

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __day of February 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk

RESOLUTION NO. R-2023-_____

OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION
(GENERAL VICTIMS ASSISTANCE DIRECT SERVICES GRANT PROGRAM, FY2024)

WHEREAS, the City of Pharr finds it in the best interest of the citizens of Pharr, that the Human Trafficking Liaison Project be operated from 10/01/2023 thru 09/30/2024; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Pharr City Commission designates the **Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the **Crime Victims Liaison Project** grant application to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF February 2023.

Grant Number: 2987307

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____day of February 2023, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __day of February 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk

RESOLUTION NO. R-2023 _____

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
LOCAL BORDER SECURITY PROGRAM SOLICITATION (LBSP), (FY 2024)

WHEREAS, Local Border Security Program (LBSP) funding is for FY 2024 to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States.

WHEREAS, The City of Pharr City Commission finds it in the best interest of the citizens of Pharr that the Local Border Security Program (LBSP) be operated for the fiscal year 09/01/2023 to 08-31-2024, and

WHEREAS, the purpose of the Local Border Security Program (LBSP) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, The City of Pharr City Commission agrees to provide if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full; and

WHEREAS, The City of Pharr City Commission designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that Pharr Board of Commissioners approves submitting the grant application for the Local Border Security Program (LBSP) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF _____ 2023.

Grant Number: 2991409

ATTEST:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

HILDA PEDRAZA. CITY CLERK

Certification

The State of Texas

County of Hidalgo
City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____ day of February 2023, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of February 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: January 30, 2023

MEETING DATE: February 6, 2023

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit a grant application to the Office of the Governor - Criminal Justice Division for Crime Victim's Liaison Project. **This item supports SSC - Safe and Secure Community.**

Classification: Consent

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

Issue: The Pharr Police Department seeks funding from the Office of the Governor - Criminal Justice Division for the continuance of the Crime Victim's Liaison Project. The grant operational period is from 10/01/2023 thru 09/30/2024. The Crime Victim's Liaison would oversee these services for victims of crime in the City of Pharr and coordinate with local partners to provide said services.

Fiscal Consideration: These salaries are reimbursable through the grant

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request and close the program

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

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

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 2/1/2023
Approved - 2/1/2023
Approved - 2/1/2023
Final Approval - 2/2/2023

RESOLUTION NO. R-2023-_____

OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE
CRIMINAL JUSTICE DIVISION
(GENERAL VICTIMS ASSISTANCE DIRECT SERVICES GRANT PROGRAM, FY2024)

WHEREAS, the City of Pharr finds it in the best interest of the citizens of Pharr, that the Human Trafficking Liaison Project be operated from 10/01/2023 thru 09/30/2024; and

WHEREAS, The City of Pharr City Commission agrees to provide applicable matching funds for the said project as required by the Office of the Governor Criminal Justice Division grant application; and

WHEREAS, The City of Pharr City Commission agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City of Pharr City Commission assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, The City of Pharr City Commission designates the **Chief of Police** as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Pharr City Commission approves submitting the **Crime Victims Liaison Project** grant application to the Office of the Governor, Criminal Justice Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____ DAY OF February 2023.

Grant Number: 2987307

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____day of February 2023, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __day of February 2023, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: January 31, 2023

MEETING DATE: February 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for bids for the Sanitary Sewer Collection System Improvements and Lift Station Numbers 1, 29, and 33 Elimination Project. **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: The Sanitary Sewer Collection System Improvements and Lift Station Numbers 1, 29, and 33 Elimination Project (the "Project") is one of the projects being funded through the Clean Water State Revolving Fund (CWSRF) Program that is being administered by the Texas Water Development Board (TWDB). The design engineer, Garcia Infrastructure Consultants, LLC, has completed the design and obtained approval from the TWDB to proceed to advertise and receive bids for the Project.

This agenda item is to receive permission from the Pharr City Commission to advertise and receive bids for the Project.

Fiscal Consideration: The only expense at this time is the cost of advertising the Project in the Advance News Journal and The Monitor for at least three consecutive weeks.

Staff Recommendation: Staff recommends approval to advertise for bids for the Sanitary Sewer Collection System Improvements and Lift Station Numbers 1, 29, and 33 Elimination Project.

Alternatives: No alternatives. The Project is a design-bid-build project that is at 100% for design, but permission from the City Commission is required before it can be advertised and bids be received.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ruben Alfaro
Maritza Magallan
Ed Wylie
Karla Saavedra

Created/Initiated - 1/31/2023
Approved - 1/31/2023
Approved - 2/1/2023
Approved - 2/2/2023
Approved - 2/3/2023

City Management Office

Final Approval - 2/3/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: February 1, 2023

MEETING DATE: February 6, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, rejecting all bids for the Supply contract on Purchasing active wear for the Fire Department and authorizing City Manager to re-advertise. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The purchasing department received bids for the supply contract for the Purchase of active wear for the fire department on December 14, 2022. The department recommends rejecting all bids and re-advertising.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to reject all bids.

Alternatives: Deny request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ed Wylie

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 2/1/2023

Approved - 2/2/2023

Approved - 2/2/2023

Approved - 2/2/2023

Final Approval - 2/2/2023



Pharr



BID OPENING: DECEMBER 14, 2022 AT 3:00 P.M.

LOCATION: CITY COMMISSION RM-2ND FLOOR

BID OPENING: DECEMBER 14, 2022 AT 3:00 P.M.

PROJECT #2223-01-515-SP001-152 - FIRE DEPARTMENT ACTIVE WEAR

BIDDERS:				BARNEY'S POLICE SUPPLIES LAFAYETTE, LA	HOSTBLOC, LLC DALLAS, TX	TEXAS MUSIC FESTIVALS ENTERPRISE, INC. SAN JUAN, TX	TRINITY ENTERPRISE GROUP LLC. DALLAS, TX
ITEM NO.	TYPE	DESCRIPTION	QTY	BRAND / PRICE	BRAND / PRICE	BRAND / PRICE	BRAND / PRICE
1	BASE	Tee Shirt, short sleeve with pocket and 4 color screen print logo on front and back of shirt. Size Small, Medium or Large	200	JERZEES / \$16.13	JERZEES / \$12.18	GILDAN / \$11.50	JERZEES / \$18.40
2	BASE	Tee Shirt, short sleeve with pocket and 4 color screen print logo on front and back of shirt. Size XL, 2XL, 3XL or 4XL	136	JERZEES / \$21.60	JERZEES / \$16.49	GILDAN / 2X \$13.50; 3X \$14.50; 4X \$15.50	JERZEES (XL - 3XL) \$25.04 ; GILDAN 2300 (4XL) \$23.97
3	BASE	Tee Shirt, long sleeve with pocket and 4 color screen print logos on front and back of shirt. Size Small, Medium or Large	75	GILDAN / \$17.52	GILDAN / \$15.74	PORT & COMPANY / \$16.00	GILDAN / \$22.50
4	BASE	Tee Shirt, long sleeve with pocket and 4 color screen print logo on front and back of shirt. Size XL, 2XL, 3XL or 4XL	30	GILDAN / \$21.19	GILDAN / \$18.67	PORT & COMPANY 2XL \$18.00; 3X \$19.00; 4X \$20.00	GILDAN / \$27.71
5	BASE	Cap with 2 color embroidered logo on front panel Size Small/Medium	15	OTTO / \$11.40	OTTO / \$11.92	PORT AUTHORITY \$18.00	OTTO / \$17.60
6	BASE	Cap with 2 color embroidered logo on front panel Size Large/X-Large	85	OTTO / \$11.40	OTTO / \$11.92	PORT AUTHORITY \$18.00	OTTO / \$17.60
ARO				60	7-15 BUSINESS DAYS	21	3/4 WEEKS
HARDCOPY OF BID SUBMITTED				SUBMITTED	NOT SUBMITTED	SUBMITTED	SUBMITTED
ELECTRONIC BID SUBMITTED				SUBMITTED	SUBMITTED	SUBMITTED	SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.J.

DATE SUBMITTED: February 1, 2023

MEETING DATE: February 6, 2023

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, rejecting all proposals for the City-Wide Debt Collection Services. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Consent

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

Issue: The purchasing department received proposals for the City-Wide debt collection services on October 18, 2022 and recommends rejecting all proposals.
(Project# 2223-01-513-S006-088)

Fiscal Consideration: N/A

Staff Recommendation: Approve to reject all proposals

Alternatives: Deny request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Ed Wylie

Patricia Rigney

Karla Saavedra

City Management Office

Created/Initiated - 2/1/2023

Approved - 2/2/2023

Approved - 2/2/2023

Approved - 2/3/2023

Final Approval - 2/3/2023



CITY-WIDE DEBT COLLECTION SERVICE

PROJECT NO.: 2223-01-513-S006-088

BID OPENING: OCTOBER 18, 2022 AT 3:00 P.M.

PARTICIPATING BIDDERS:			ACCOUNT SERVICES, INC. SAN ANTONIO, TX	EVERGREEN PROFESSIONAL RECOVERIES, INC. BOTHELL, WA	THE CMI GROUP PLANO, TX
No.	DESCRIPTION	UOM	PERCENTAGE	PERCENTAGE	PERCENTAGE
1	GENERAL COLLECTION	%	14	18	7
2	SETTLEMENT	%	13	15	7
HARDCOPY PROPOSAL			SUBMITTED	NOT SUBMITTED	SUBMITTED
ELECTRONIC PROPOSAL			SUBMITTED	SUBMITTED	SUBMITTED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.K.

DATE SUBMITTED: February 2, 2023

MEETING DATE: February 6, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action if any on agreement with the Pharr Economic Development Corporation Foundation. **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Agreement with the PEDC Foundation as approved in Budget 2022-2023.

Fiscal Consideration: \$500,000

Staff Recommendation: To approve

Alternatives: To reject

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 2/2/2023

Approved - 2/2/2023

Approved - 2/2/2023

Final Approval - 2/2/2023

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR
AND THE PHARR ECONOMIC DEVELOPMENT CORPORATION
FOUNDATION**

THE STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF PHARR

THIS AGREEMENT, executed the _____ day of _____, 2022, by and between the **CITY OF PHARR, TEXAS** (hereinafter referred to as "City") and the Pharr Economic Development Corporation Foundation, 501(c)(3) corporation, (hereinafter referred to as "Foundation") acting by and through its President of the Board is as follows:

WITNESSETH:

WHEREAS, the Foundation is a nonprofit corporation whose purpose is to support and promote endeavors that foster educational, occupational, and career opportunities for Pharr residents to advance their socioeconomic status and enhance their quality of life;

WHEREAS, the City, a municipal corporation, acting by and through its City Commission, finds that supporting the purpose of the Foundation serves a public purpose; and

NOW, THEREFORE, the Foundation and the City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Subject to the Foundation continuing to contract with the City, the City will contribute to the Foundation pursuant to this agreement, in the form of a flat payment in the amount of five hundred thousand dollars (\$500,000.00) per year. All contributed funds shall be strictly used for the operation of the Foundation as set forth in its bylaws, and for the purpose of distribution of educational scholarships, enhancement of secondary education, improved workforce training, and elevated socioeconomic community status. In the event of the termination of this agreement, the City will be responsible for paying the Foundation only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.
2. Nothing in this Agreement invokes legal or other provisions on the Foundation that may govern the City of Pharr.
3. Subject to early termination as provided in Article 5 below, this agreement shall

be in effect for a period of two (2) years commencing October 1, 2021 and ending September 30, 2023, and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement. As of the date of this agreement, The has provided \$250,000.00 towards year 2021 and agrees to make the remaining contributions as required by this Agreement.

Commented [PAR1]: Are we contributing per year this is in effect, because if so, then it's really 2 years (500k for 2021-22 then another 500 k for 2022-23).

Commented [AS2R1]: You are correct, it's 2 years

Commented [PAR3]: City made a 250k payment last week. Was it for 2021 or 2022?

Commented [AS4R3]: 2021

4. This contract may be terminated by the City or Foundation, in whole, or from time to time, in part, upon thirty (30) days' notice from the terminating party to the other party.

A. Termination shall be effective thirty (30) days after delivery of notice of termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.

B. After receipt of a notice of termination the City shall:

- i. Discontinue any further payment to the Foundation.

5. The Foundation agrees all money provided for in this agreement shall be used solely to support and promote educational, occupational, and career opportunities in the City of Pharr and its residents.

This Agreement shall take effect on the day of execution. It is hereby officially found and determined that the meeting at which this instrument was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Discussion, however, may have occurred in a closed session on related personnel and other legal matters as allowed by applicable laws.

IN WITNESS WHEREOF, the parties have executed this Contract in the year on the day indicated.

PHARR ECONOMIC
DEVELOPMENT CORPORATION
FOUNDATION

CITY OF PHARR, TEXAS

By: _____

Victor Perez, President

By: _____

Ambrosio Hernandez, MD, Mayor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.L.

DATE SUBMITTED: January 18, 2023

MEETING DATE: February 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Application for the I Road Bridge Replacement at the South Floodwater Channel (CSJ# 0921-02-491). **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: The Economically Disadvantaged County (EDC) Program allows for a reduction to the local participation amount for construction and other eligible project components. The City of Pharr qualifies for the program, and based on an estimated total preliminary engineering and construction cost of \$668,788 for the I Road Bridge Replacement, the 20% local participation would be \$66,879. By applying for this program, the local participation can be reduced by 95%, bringing the required local match down from \$66,879 to \$3,344. (CSJ: 0921-02-491)

Fiscal Consideration:

Original Local Participation: \$66,879

EDC Reduction: -\$63,535

Revised Local Participation: \$3,344

No payment to the state is necessary at this time.

Staff Recommendation: Staff recommends approval of the EDC Program Application to receive a 95% reduction on the local match for the I Road Bridge Replacement.

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

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Ruben Alfaro

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 1/18/2023

Approved - 1/31/2023

Approved - 2/1/2023

Approved - 2/1/2023

Final Approval - 2/2/2023



600 W. INTERSTATE 2, PHARR, TEXAS 787577 | 956.702.6100 | WWW.TXDOT.GOV

January 18, 2023

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

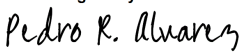
RE: Economically Disadvantaged Counties (EDC) Program Application
I Rd, NBI #: 211090AA0657001 @ South Floodwater Channel
CSJ# 0921-02-491

Dear Mayor Hernandez,

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

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

Sincerely,

DocuSigned by:

EABA335C2DAA48C...

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

Attachments

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

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OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer

I Road Bridge Replacement at the
South Floodwater Channel
NBI# 211090AA0657001
CSJ# 0921-02-491

AFFIDAVIT

The State of Texas,
County of _____

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

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

Signature

Date

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

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

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

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

(Circle as appropriate) ☒ YES or NO

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

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2020 Census)? 79,715PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-491
ESTIMATED LETTING DATE	January-25

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.I Rd, NBI #: 211090AA0657001 @ South Floodwater ChannelPROJECT SCOPE- Give type of work.Bridge ReplacementADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The infrastructure demands place a heavy burden on the County's budget so we request a reduction to the required match.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- ☒ 95

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Preliminary Engineering	\$ 68,788	10%		\$6,879	\$344
Construction	\$ 600,000	10%		\$60,000	\$3,000
				\$0	\$0
				\$0	\$0
TOTAL	\$ 668,788			\$66,879	\$3,344

Approved by: _____ Date: _____
District Engineer



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.M.

DATE SUBMITTED: January 18, 2023

MEETING DATE: February 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Application for I Road from Dicker Road to Military Highway (CSJ# 0921-02-499). **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: The Economically Disadvantaged County (EDC) Program allows for a reduction to the local participation amount for construction and other eligible project components. The City of Pharr qualifies for the program, and based on an estimated total construction and construction engineering cost of \$8,621,086 for I Rd. from Dicker Rd. to Military Hwy., the 20% local participation would be \$1,724,217. By applying for this program, the local participation can be reduced by 95%, bringing the required local match down from \$1,724,217 to \$86,211. (CSJ: 0921-02-499)

Fiscal Consideration:

Original Local Participation: \$1,724,217

EDC Reduction: -\$1,638,006

Revised Local Participation: \$86,211

No payment to the state is necessary at this time.

Staff Recommendation: Staff recommends approval of the EDC Program Application to receive a 95% reduction on the local match for I Rd. from Dicker Rd. to Military Hwy.

Alternatives: Do not apply for the EDC reduction and pay the full local participation amount.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Ruben Alfaro

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 1/18/2023

Approved - 1/31/2023

Approved - 2/1/2023

Approved - 2/1/2023

Final Approval - 2/2/2023



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January 12, 2023

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

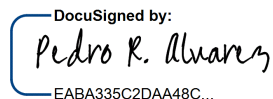
RE: Economically Disadvantaged Counties (EDC) Program Application
I Rd., from FM 3072 (Dicker Road) to US 281 (Military Highway)
CSJ# 0921-02-499

Dear Mayor Hernandez,

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

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

Sincerely,

DocuSigned by:

EABA335C2DAA48C...

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

Attachments

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

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OUR MISSION: Connecting You With Texas

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I Rd from Dicker Rd to Military Highway
CSJ# 0921-02-499

AFFIDAVIT

The State of Texas,
County of _____

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

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

Signature

Date

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

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

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

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

(Circle as appropriate) ☒ YES or NO

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

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2020 Census)? 79,715PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-499
ESTIMATED LETTING DATE	August-26

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.On "I" Road, from FM 3072 (Dicker Rd.) to US 281 (Military Highway)PROJECT SCOPE- Give type of work.Widen to a 2-Lane Divided roadway with Continuous Center Turning Lane and ShouldersADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The infrastructure demands place a heavy burden on the County's budget so we request a reduction to the required match.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- ☒ 95

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$ 8,042,586	20%		\$1,608,517	\$80,426
Construction Engineering	\$ 578,500	20%		\$115,700	\$5,785
				\$0	\$0
				\$0	\$0
TOTAL	\$ 8,621,086			\$1,724,217	\$86,211

Approved by: _____ Date: _____
District Engineer



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.N.

DATE SUBMITTED: January 26, 2023

MEETING DATE: February 6, 2023

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on the Economically Disadvantaged County (EDC) Program Re-Application for I Road from 0.4-miles south of Rancho Blanco Road (Javelina Drive) to Dicker Road (CSJ# 0921-02-363). **This item supports IF - Infrastructure.**

Classification: Consent

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

Issue: The original Economically Disadvantaged County (EDC) Program Application for I Road from Rancho Blanco Road to Military Highway was approved by the City Commission on January 18, 2021. However, since then, the I Road project has been divided into three separate projects with each project having its own Advanced Funding Agreement (AFA) and EDC Program Application.

The project that retained the original CSJ# 0921-02-363 was reduced to the limits from .04-miles south of Rancho Blanco Road (now known as Javelina Drive) to Dicker Road. Due to this change, the City of Pharr needs to re-apply to the EDC Program which allows for a reduction to the local participation amount for construction and other eligible project components.

The City of Pharr qualifies for the EDC program, and based on an estimated total construction and construction engineering cost of \$8,411,344 for I Rd. from Rancho Blanco Rd. to Dicker Rd., the 20% local participation would be \$1,682,269. By applying for this program, the local participation can be reduced by 95%, bringing the required local match down from \$1,682,269 to \$84,113. (CSJ: 0921-02-363)

Fiscal Consideration:

Original Local Participation: \$1,682,269

EDC Reduction: -\$1,598,156

Revised Local Participation: \$84,113

No payment to the state is necessary at this time.

Staff Recommendation: Staff recommends approval of the EDC Program Re-Application to receive a 95% reduction on the local match for I Rd. from Rancho Blanco Rd. (Javelina Dr.) to Dicker Rd.

Alternatives: Do not re-apply for the EDC reduction and pay the full local participation amount.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Created/Initiated - 1/26/2023

Ruben Alfaro

Approved - 1/31/2023

Karla Saavedra

Approved - 2/1/2023

Patricia Rigney

Approved - 2/1/2023

City Management Office

Final Approval - 2/2/2023



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January 25, 2023

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

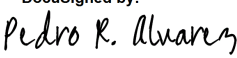
RE: Revision for FY 2023 Rates and Limit Change
Economically Disadvantaged Counties (EDC) Program Application
I Rd., from 0.4 MI S of Rancho Blanco to Dicker Rd.
CSJ# 0921-02-363

Dear Mayor Hernandez,

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

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

Sincerely,

DocuSigned by:

EABA335C2DAA48C...

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

Attachments

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

OUR VALUES: People • Accountability • Trust • Honesty

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An Equal Opportunity Employer

I Rd from Rancho Blanco Rd.
(Javelina Dr.) to Dicker Rd.
CSJ# 0921-02-363

AFFIDAVIT

The State of Texas,
County of _____

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

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

Signature

Date

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

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary



ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

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

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

(Circle as appropriate) ☒ YES or NO

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

1 Economic Development Sales Tax? (Circle as appropriate)

☒ YES or NO# 2 Population (2020 Census)? 79,715PROJECT INFORMATION

UTP PRIORITY STATUS:	CON
CSJ:	0921-02-363
ESTIMATED LETTING DATE	August-24

On-System? (Circle as appropriate) YES or ☒ NOLOCATION AND LIMITS - Give highway number with limits to and from.On "I" Road, from 0.4 MI S of Rancho Blanco to Dicker Rd.PROJECT SCOPE- Give type of work.Widen to a 2-Lane Divided Roadway with Continuous Center Turning Lane and ShouldersADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The infrastructure demands place a heavy burden on the County's budget so we request a reduction to the required match.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTSTOTAL ADJUSTMENT- ☒ 95

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$ 7,686,418	20%		\$1,537,284	\$76,864
Construction Engineering	\$ 724,926	20%		\$144,985	\$7,249
				\$0	\$0
				\$0	\$0
TOTAL	\$ 8,411,344			\$1,682,269	\$84,113

Approved by: _____ Date: _____
District Engineer



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.O.

DATE SUBMITTED:

MEETING DATE: February 6, 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 #: 5.O.1.

DATE SUBMITTED: January 26, 2023

MEETING DATE: February 6, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: R.E. Garcia & Associates, representing Ramiro Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 2.00 acre tract of land, more or less, out of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 West Hi-Line Road. COZ#221271 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: R.E. Garcia & Associates, representing Ramiro Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) in order to develop and construct an office and parking lot.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the request to rezone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, has adequate ingress and egress, and is compatible with the future land use plan.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request at their meeting of January 23, 2023. There were five members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/26/2023
Approved - 1/26/2023
Approved - 1/26/2023
Final Approval - 2/1/2023



MEMORANDUM

DATE: MONDAY, FEBRUARY 6, 2023

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I). The property is legally described as being a 2.00 acre tract of land Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 West Hi-Line Road. COZ#221271

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

R. E. Garcia & Associates, representing Ramiro Rivas, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) in order to develop and construct an office and parking lot.

The subject site is located on the north side of West Hi-Line Road, approximately ½ mile west of South Cage Boulevard and has a physical address of 1000 West Hi-Line Road. The property is legally described as being a 2.00-acre tract of land, more or less, out of Lot 375, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

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

The property and the properties to the west, east, and north were zoned Agricultural and/or Open Space District (A-O) on June 3, 2003, when annexed into the City of Pharr. The property to the south was rezoned from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) on January 4, 2021. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for industrial use in the Land Use Plan.

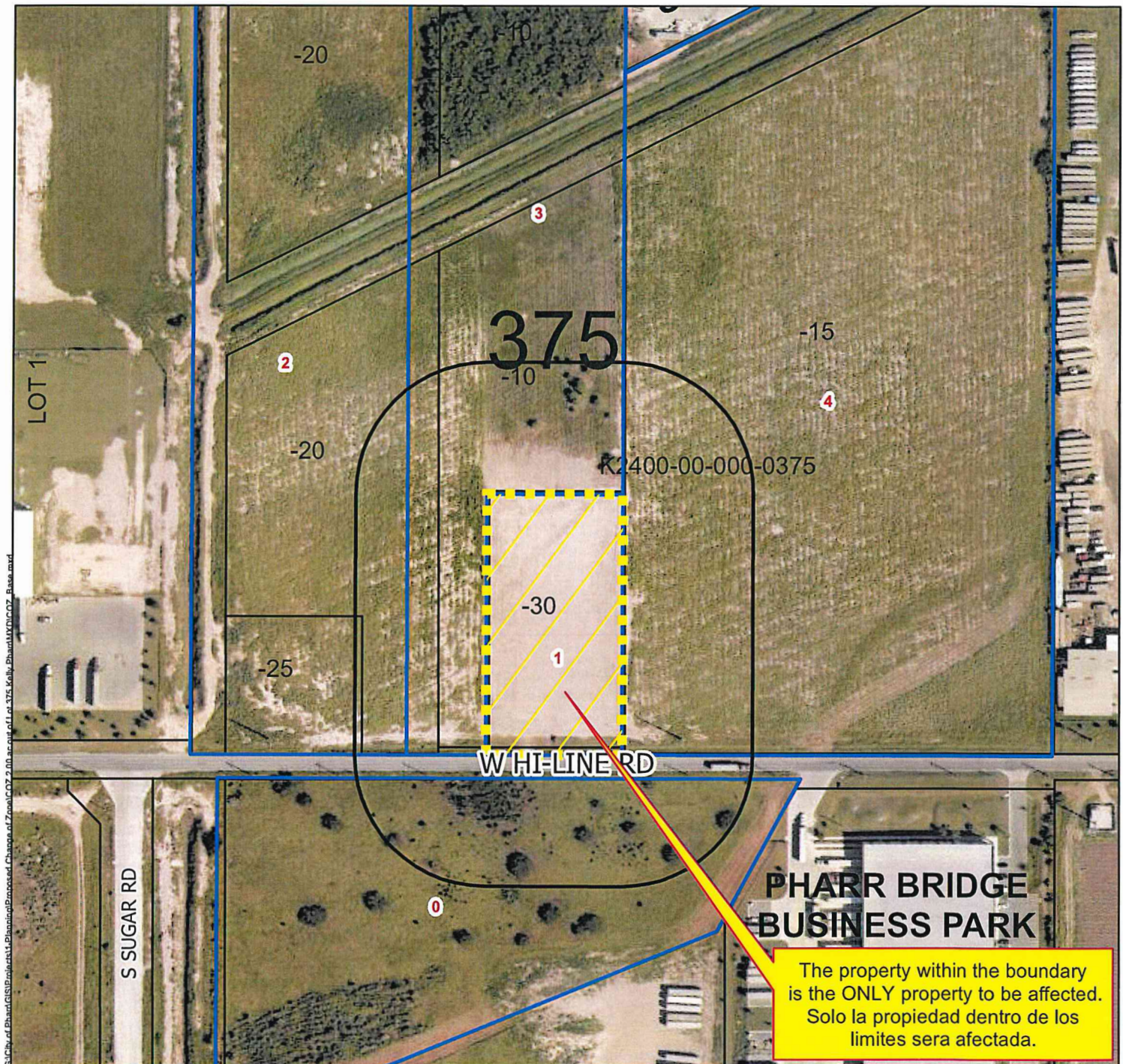
The Limited Industrial District (L-I) is intended for industrial parks and larger, cleaner types of industries. The manufacturing uses should be conducted within a totally enclosed building. Any activities conducted outside should be screened and buffered, and no external effects such as excessive noise or odor should extend beyond the property lines. The sites for such uses are typically a minimum of two acres and average five to ten acres, with a significant amount of land dedicated to landscaping.

Five (5) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on December 28, 2022, and a legal notice was published in the Advance News Journal on December 28, 2022. Staff received one response for information.

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) at the meeting on January 23, 2023.

CITY COMMISSION OPTIONS:

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



Zoning

ZONE

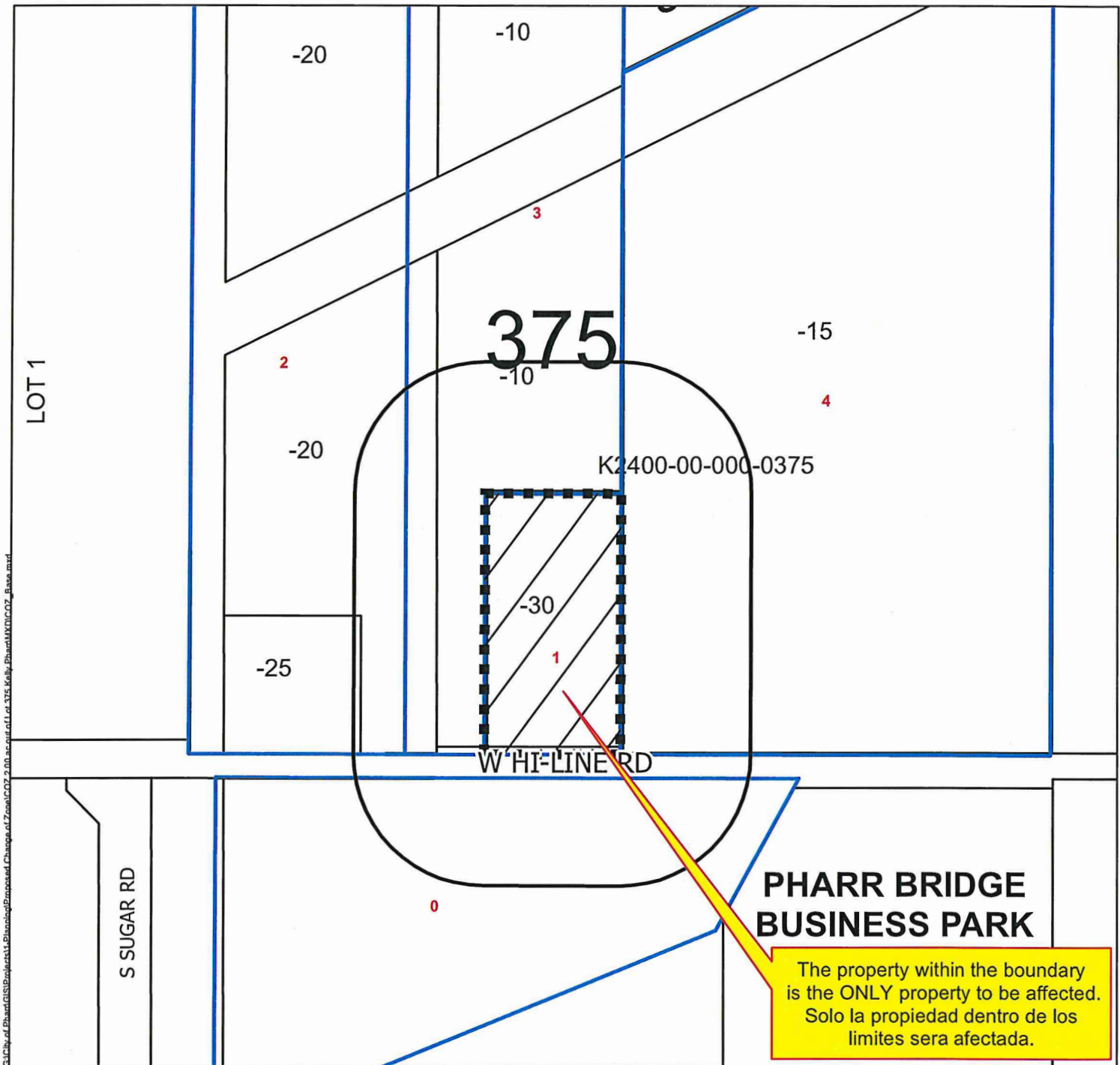
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

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

- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

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





Zoning

ZONE

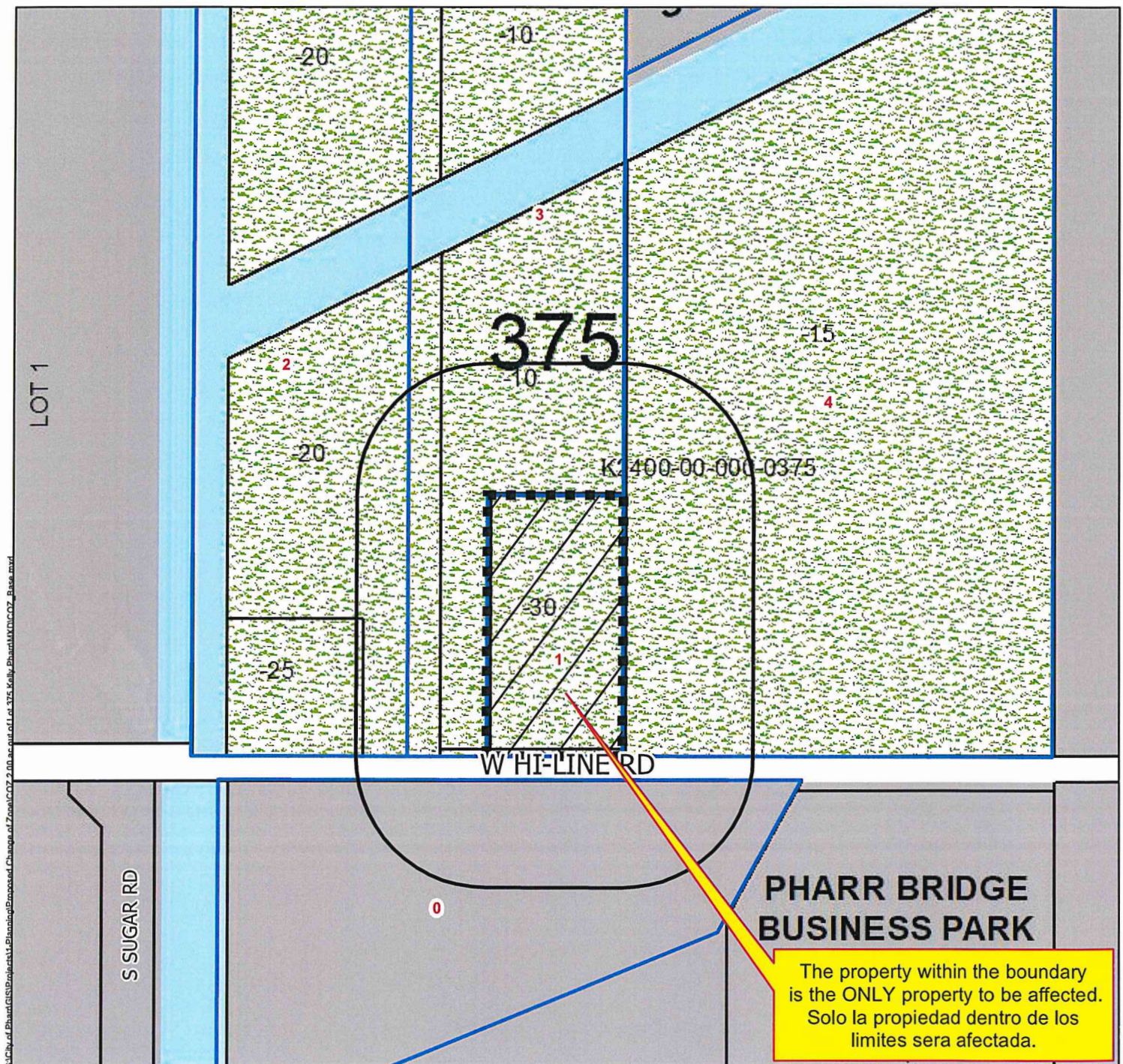
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

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

- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

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





Zoning

ZONE

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

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

- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

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





Pharr

Development Services



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

R.E Garcia & Associates, Representing Ramiro Rivas, Owner
APPLICANT

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

1000 West Hi-Line Road
ADDRESS

Limited Industrial District (L-I)

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

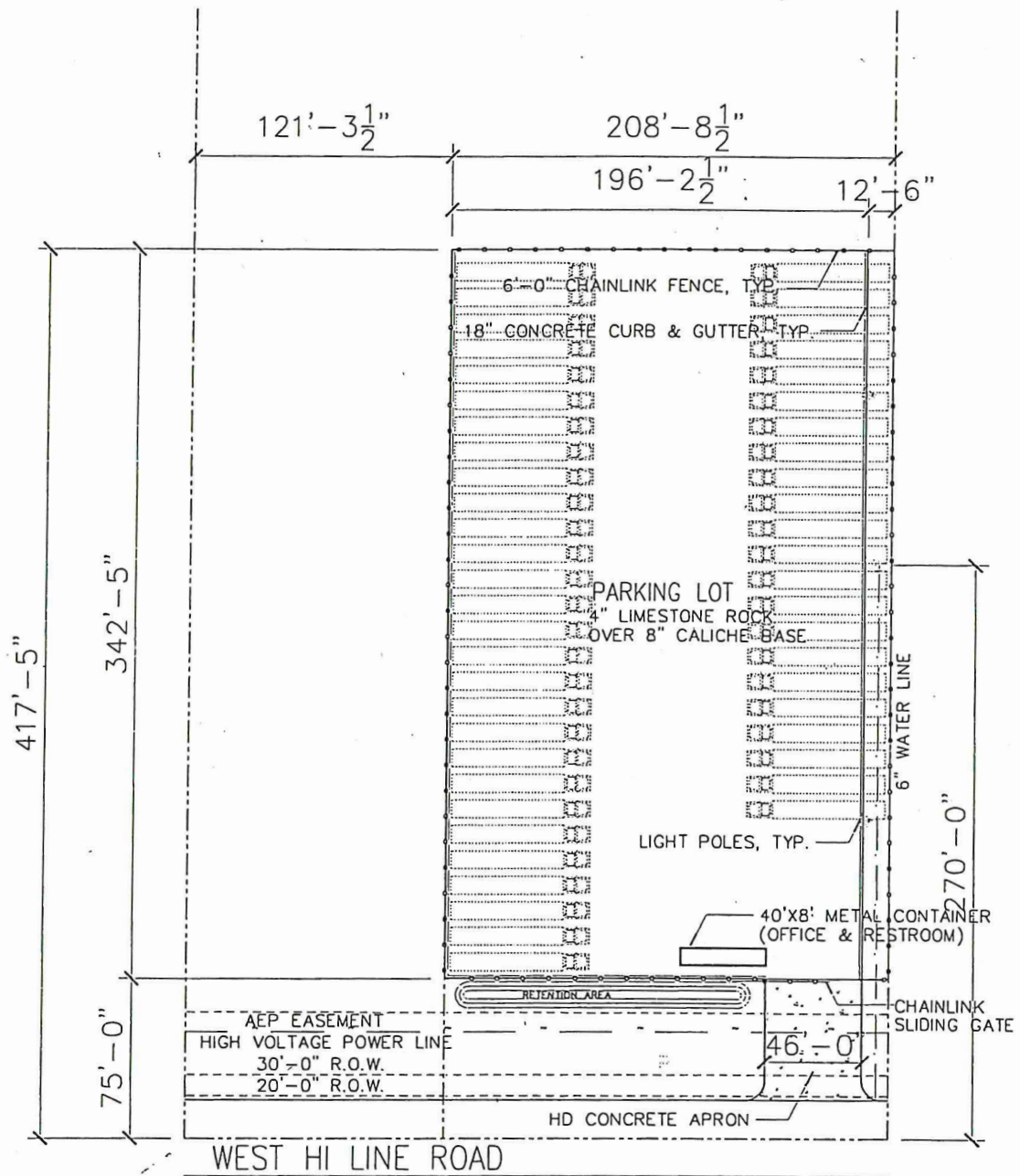
STAFF RECOMMENDATIONS:

Approval

Development Services is recommending approval of the request to re-zone from Agricultural and/or Open Space District (A-O) to Limited Industrial District (L-I) as the property meets area requirements, and has ingress and egress. The property is currently compatible with the future land use plan. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca
PREPARED BY

January 18, 2023
DATE





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.O.2.

DATE SUBMITTED: January 31, 2023

MEETING DATE: February 6, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Red Robin Restaurant 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 409 South Jackson Road. CUP#030747 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Red Robin Restaurant 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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/31/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/1/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 06, 2023

Conditional Use Permit **Renewal** for ABC – Red Robin Restaurant

Background:

Red Robin Restaurant is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 19th renewal for Red Robin Restaurant.

The property's physical address is 409 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the 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.



MEMORANDUM

DATE: MONDAY, FEBRUARY 06, 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#030747 (RED ROBIN RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Red Robin Restaurant 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 Lot 2, Paradise Commercial Park Phase II Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 409 South Jackson Road.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

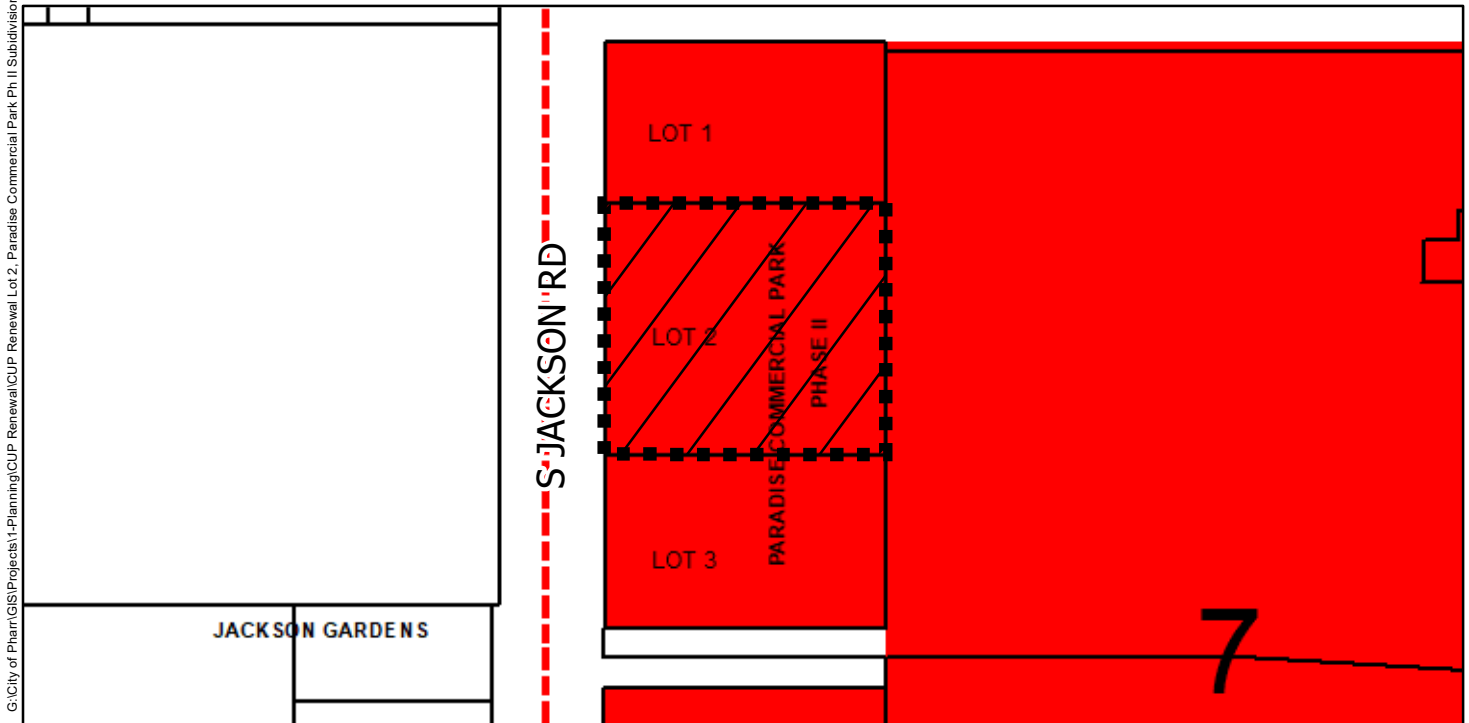
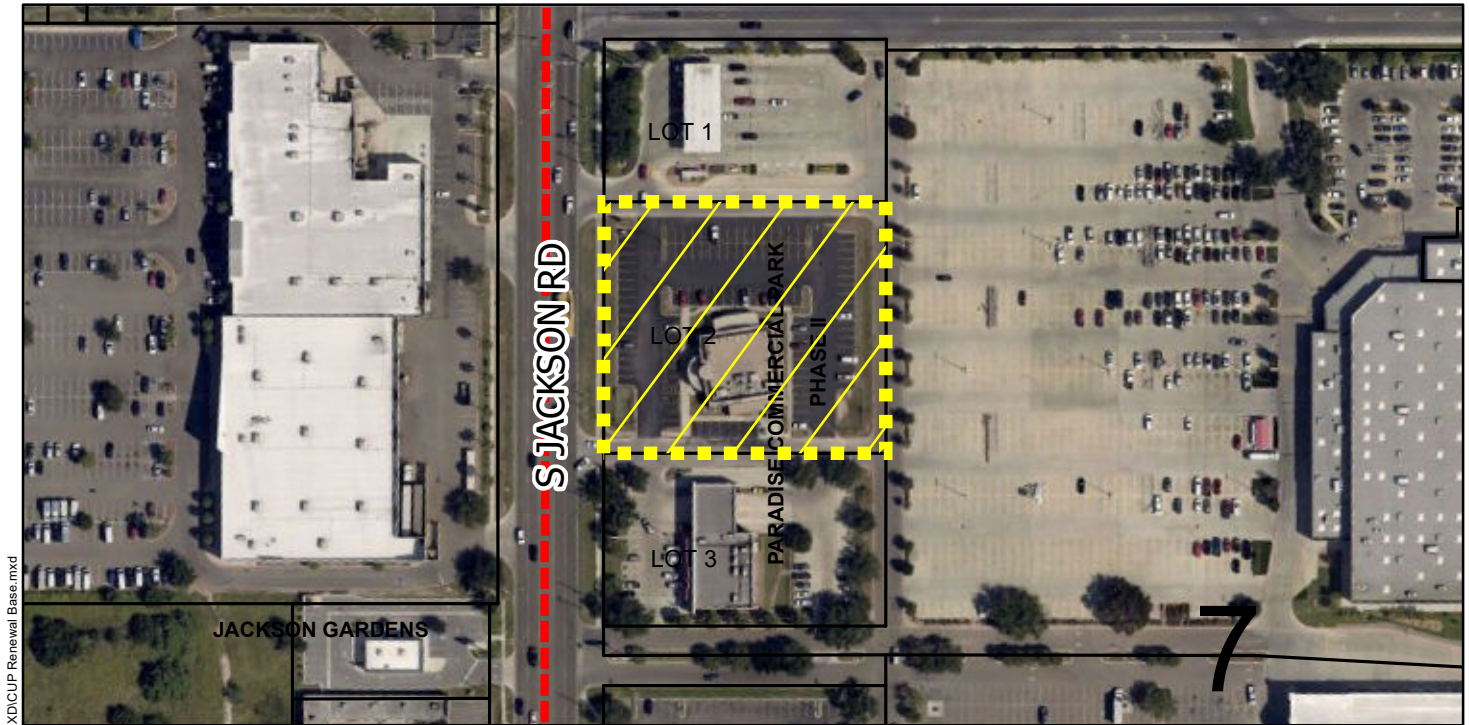
**CODE
COMPLIANCE:** Recommends approval of
the Conditional Use Permit.

HEALTH: Recommends approval of
the Conditional Use Permit.

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

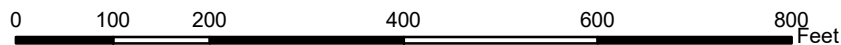
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:** Development Services is recommending **approval** of the
request for renewal of the Conditional Use Permit to allow
the sale of alcoholic beverages for on-premise consumption
in a General Business District (C) subject to the site and
applicant being in compliance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

Conditional Use Permit Renewal
 Lot 2, Paradise Commercial Park Ph II Subdivision
 David E. Pena



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 = 198 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 1/23/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.O.3.

DATE SUBMITTED: January 31, 2023

MEETING DATE: February 6, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Las Margaritas Restaurant Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 106 North Cage Boulevard. CUP#210740 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Las Margaritas Restaurant Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

Fiscal Consideration: N/A

Staff Recommendation: Development Services 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 Business District (C-2) subject to the site and applicant being in compliance with all 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 - 1/31/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/1/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 06, 2023

Conditional Use Permit **Renewal** for ABC –

Las Margaritas Restaurant Inc.

Background:

Las Margaritas Restaurant Inc. 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 Las Margaritas Restaurant Inc.

The property is located at 106 North Cage Boulevard. It is zoned Business District (C-2) 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.



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, FEBRUARY 06, 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#210740 (Las Margaritas Restaurant Inc.)
--

GENERAL INFORMATION:

APPLICANT: Las Margaritas Restaurant Inc., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 7-10, Block 28, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 106 North Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the north and west and Heavy Commercial District (H-C) to the east and south. This area is generally designated for commercial the Land Use Plan.

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

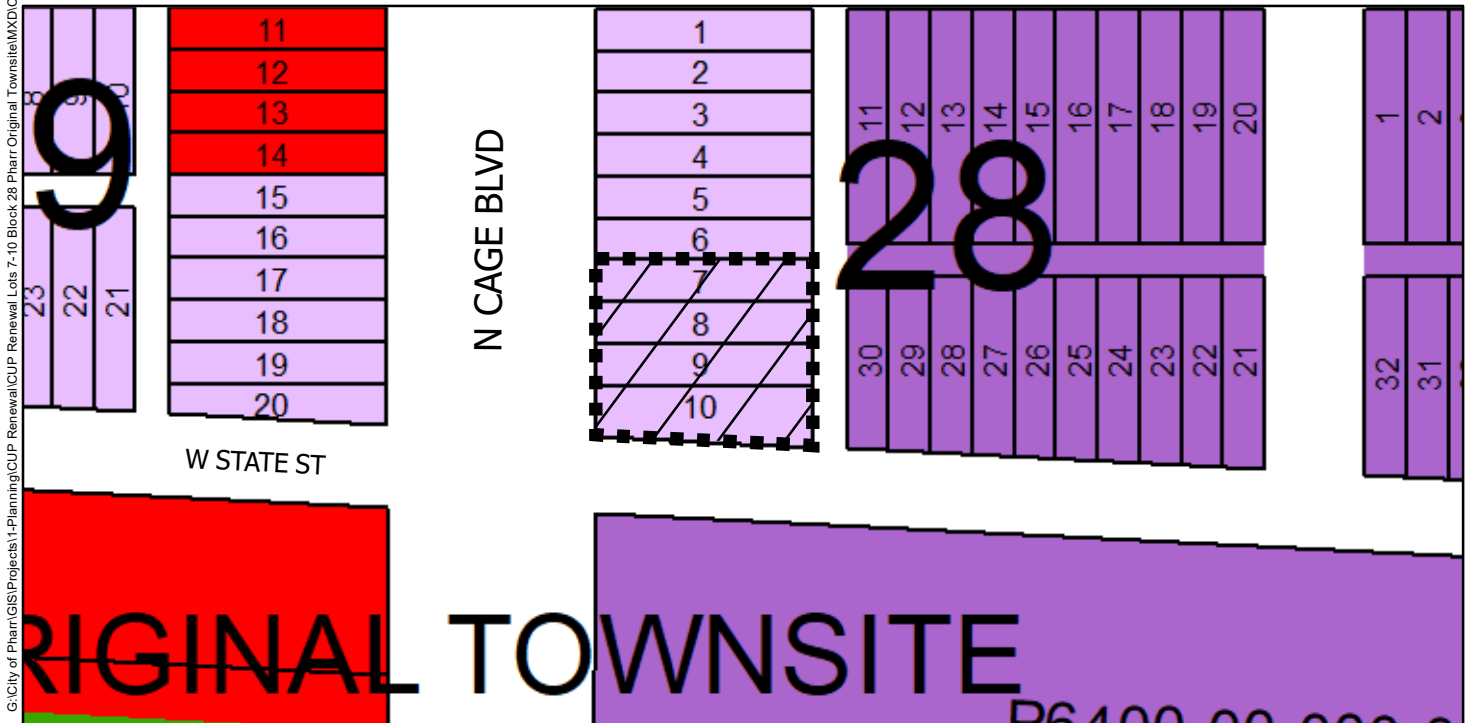
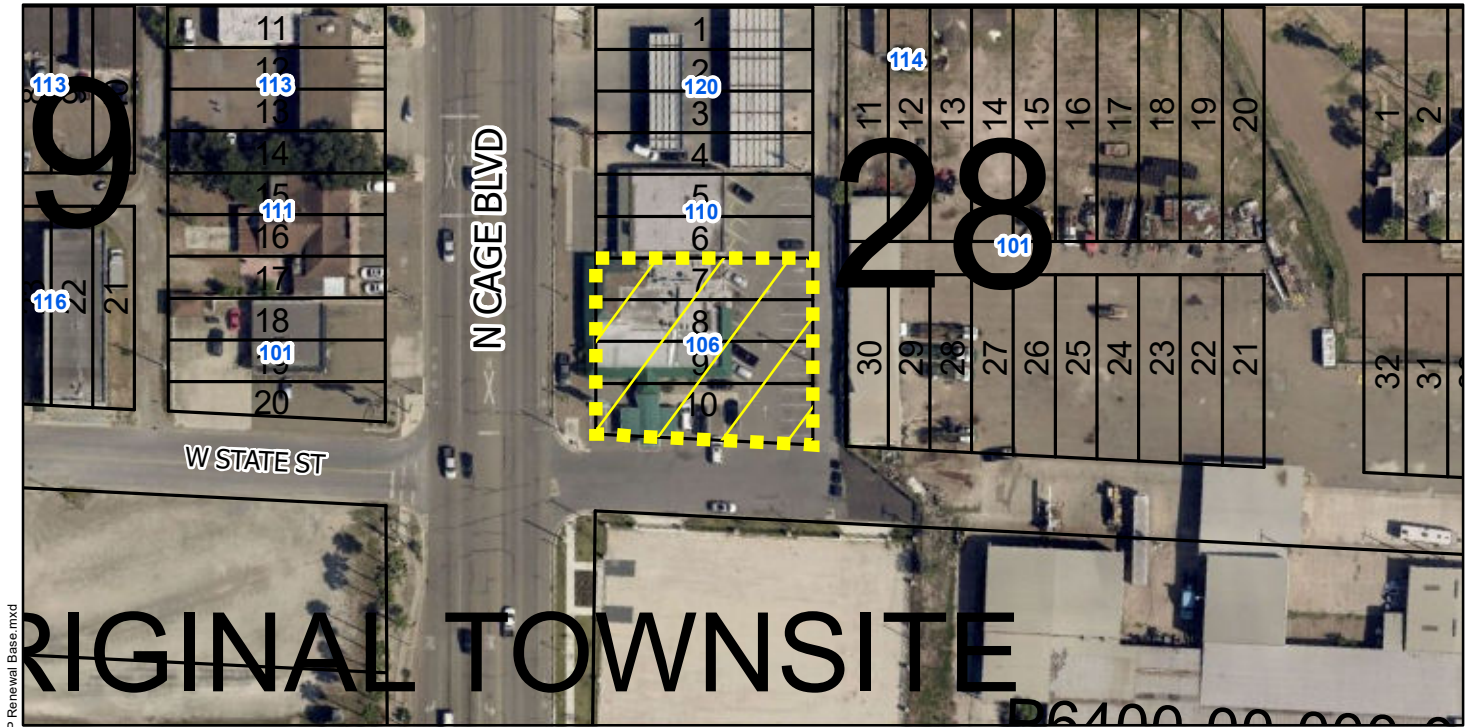
FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

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 RECOMMENDATIONS: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to the 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 #: 5.O.4.

DATE SUBMITTED: January 31, 2023

MEETING DATE: February 6, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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 Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6400 South Cage Boulevard, Suites A & B. CUP#110757 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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 the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Kimberly Mendoza
City Management Office

Created/Initiated - 1/31/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/1/2023



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

February 06, 2023

Conditional Use Permit **Renewal** for ABC –

Villa del Mar Restaurant

Background:

Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 11th renewal for Villa del Mar Restaurant.

The property is located at 6400 South Cage Boulevard, Suites A & B. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the 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.

MEMORANDUM

DATE: MONDAY, FEBRUARY 06, 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#110757 (VILLA DEL MAR RESTAURANT)
--

GENERAL INFORMATION:

APPLICANT: Angel Villarreal and Maria C. Villarreal, representing VIGA Restaurants, Inc., d/b/a Villa del Mar Restaurant, are 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 Lot A, Providence Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6400 South Cage Boulevard, Suites A & B.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north, east and south, Single-Family Residential District (R-1) to the north and Medium Density Multi-Family Residential District (R-3) to the west. The area is generally designated for commercial use in the Land Use Plan.

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

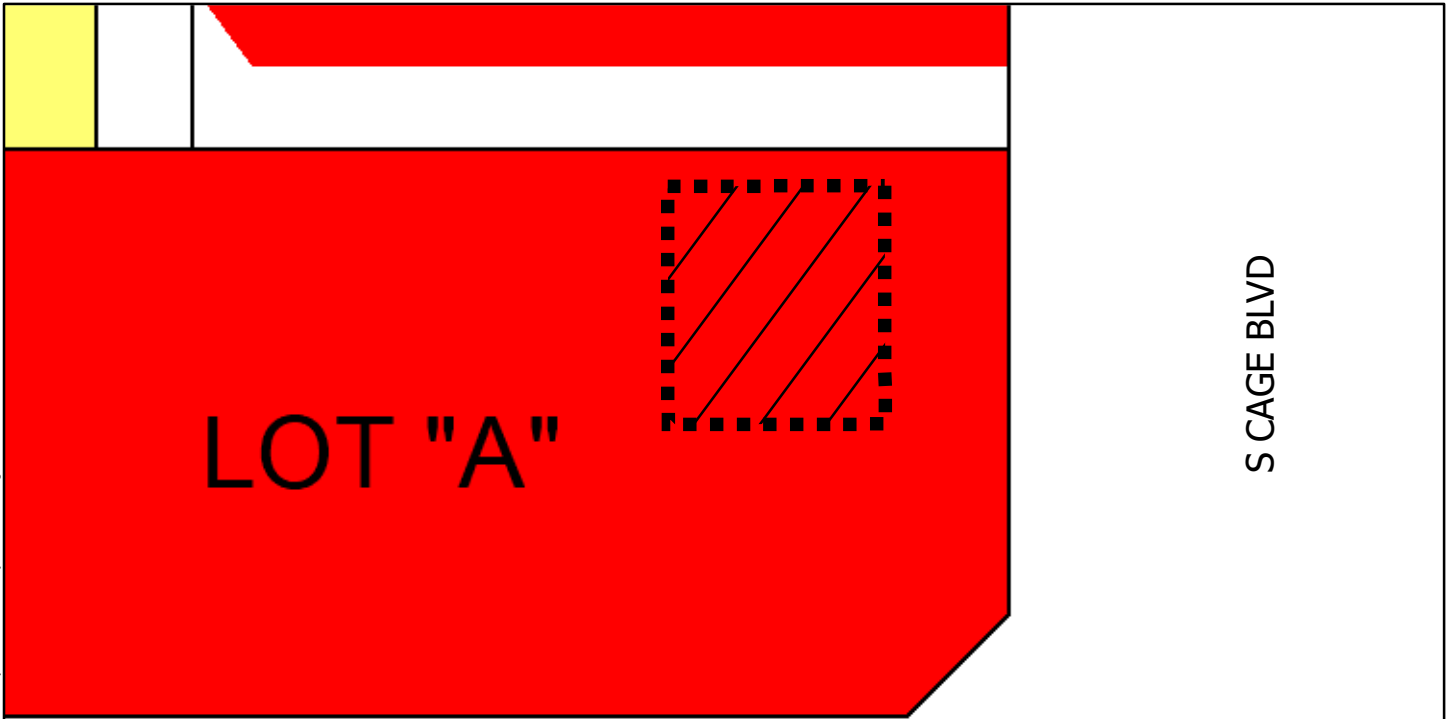
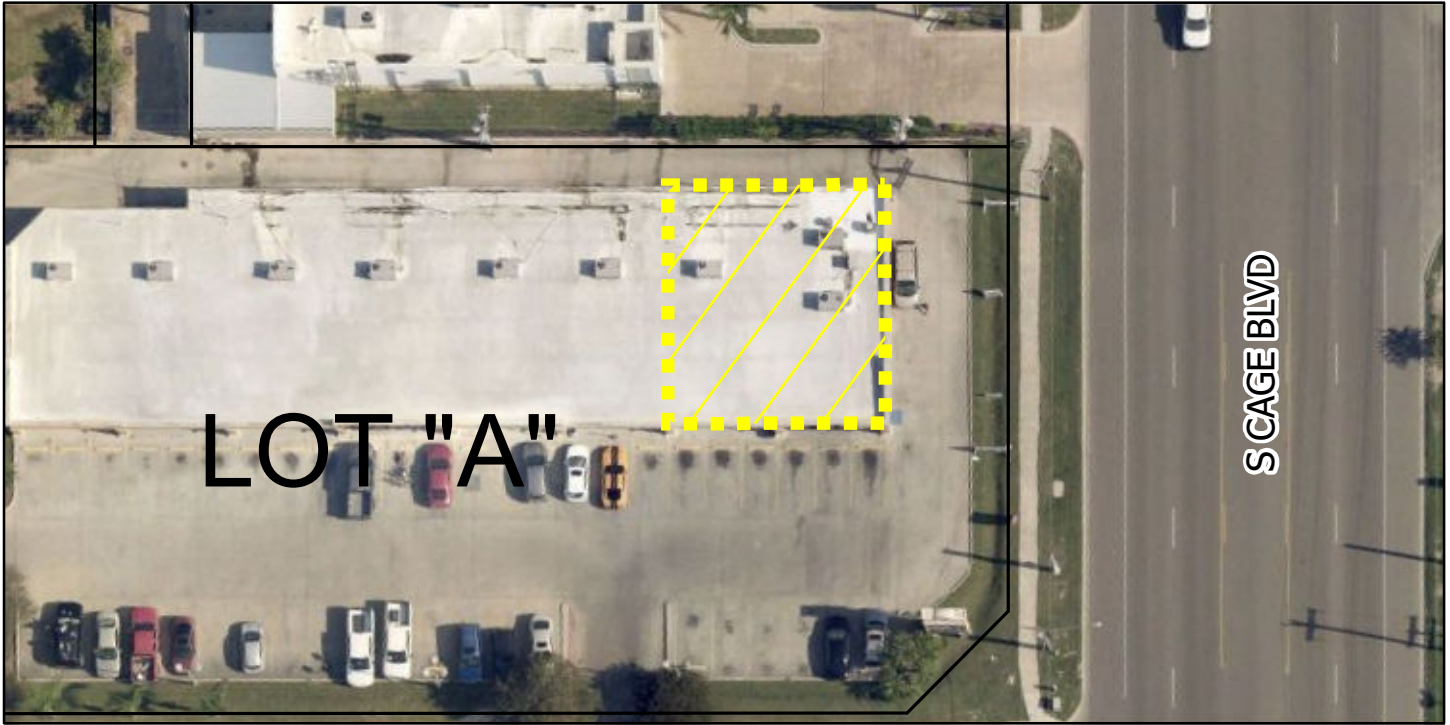
FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

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

HEALTH: Recommends approval of
the Conditional Use Permit.

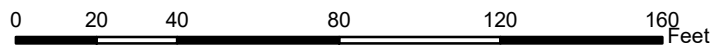
**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| 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 = 48 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: January 30, 2023

MEETING DATE: February 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance calling the City of Pharr General Municipal Election for May 6, 2023, for election of Mayor, City Commissioners Places 1, 5, and 6 and designating Election Precincts and Polling Places. (*Consideración y acción, en Ordenanza para ordenar la Elección Municipal General de la Ciudad de Pharr el 6 de mayo de 2023 para elegir al Alcalde, Comisionados Lugares 1, 5, y 6, y la designación de Distritos Electorales y Centros de Votación*). (Adoption on 1st Reading) **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: Adoption of an ordinance calling a general municipal election to be held on Saturday, May 6, 2023. Seats up for vote as part of the general election are Mayor, Commissioner Place #1, Commissioner Place #5, and Commissioner Place #6. The last day to file for a place on the ballot is Friday, February 17, 2023, at 5:00 p.m.

Early Voting Schedule:

Monday, April 24, 2023	7:00 a.m. to 7:00 p.m.
Tuesday, April 25, 2023	8:00 a.m. to 6:00 p.m.
Wednesday, April 26, 2023	8:00 a.m. to 6:00 p.m.
Thursday, April 27, 2023	8:00 a.m. to 6:00 p.m.
Friday, April 28, 2023	8:00 a.m. to 6:00 p.m.
Saturday, April 29, 2023	7:00 a.m. to 7:00 p.m.
Sunday, April 30, 2023	CLOSED
Monday, May 1, 2023	8:00 a.m. to 6:00 p.m.
Tuesday, May 2, 2023	7:00 a.m. to 7:00 p.m.

Polling Places for Early Voting:

Jose "Pepe" Salinas Recreation Center
Development and Research Center.

Election Day Polling Places open from 7:00 a.m. to 7:00 p.m.:

Precincts 61, 116 and 240	Pharr Natatorium - 3001 N. Cage Blvd.
Precincts 6, 35, and 147	Jose "Pepe" Salinas Civic Center - 1011 W. Kelly

Precincts 60 and 115	Pharr One Building - 1121 East Nolana Loop
Precincts 25 and 36	Pharr City Hall - 118 S. Cage Blvd.
Precincts 5, 122, 137, 146, and 227	Development & Research Center - 850 W. Dicker Road

Fiscal Consideration: \$60,000

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 1/30/2023
Patricia Rigney	Approved - 1/30/2023
Karla Saavedra	Approved - 2/1/2023
City Management Office	Final Approval - 2/1/2023

ORDINANCE NO. O-2023-

AN ORDINANCE OF THE CITY OF PHARR, TEXAS, AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING A MAYOR, COMMISSIONER PLACE 1, COMMISSIONER PLACE 5, AND COMMISSIONER PLACE 6; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF ELECTION OFFICIALS; ESTABLISHING REGULAR BUSINESS HOURS OF THE CITY CLERK'S OFFICE ON THE DAYS OF EARLY VOTING BY PERSONAL APPEARANCE; REPEALING ALL ORDINANCES IN CONFLICT; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Pharr, Texas is a home rule municipal corporation in Hidalgo County, Texas; and

WHEREAS, Section 41.001(a)(1) of the Texas Election Code establishes the first Saturday of May 2023, as a uniform election day for the purposes of conducting a general election; and

WHEREAS, Section 3.004(a) (3) of the Texas Election Code provides that the governing body of a municipality shall be the authority to order a general election of electing municipal officers.

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

SECTION 1. A general municipal election is hereby ordered to be held on the 6th day of May 2023, for the purpose of electing the following city officers:

**Mayor
Commissioner Place # 1
Commissioner Place # 5
Commissioner Place # 6**

SECTION 2. The hours during which the polling places for each voting precinct are to be open on Election Day shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

SECTION 3. The election precincts and polling places for the general election to be held in the City of Pharr, Hidalgo County, Texas are described in Exhibit "A" attached hereto and made a part of this Ordinance for all purposes.

In the event the Mayor shall find that one or more of the polling places designated above shall have become unavailable or unsuitable for use at the Election, he is hereby authorized to designate substitute polling places and provide such notice as required by applicable law.

SECTION 4. The Election shall be held under the provisions of the Charter of the City of Pharr, the Constitution and laws of the State of Texas and United States, and this Ordinance.

SECTION 5. The City Clerk is hereby authorized and directed to have prepared and provided the ballots for the Election and any other necessary supplies and services to conduct said Election.

SECTION 6. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Clerk as provided by section 52.094 of the Texas Election Code.

The form of the ballot for the election shall be as follows:

OFFICIAL BALLOT
General Election
City of Pharr, Texas
May 6, 2023

INSTRUCTION NOTE: Vote for the candidate of your choice in each race by placing an "X" in the square beside the candidate's name.

For Mayor (Vote for one)

- ☐ (candidates' name)
- ☐ (candidates' name)

For Commissioner, Place No. 1 (Vote for one)

- ☐ (candidates' name)
- ☐ (candidates' name)

For Commissioner, Place No. 5 (Vote for one)

- ☐ (candidates' name)
- ☐ (candidates' name)

For Commissioner, Place No. 6 (Vote for one)

- ☐ (candidates' name)
- ☐ (candidates' name)

SECTION 7. Voting at the Election shall utilize a voting system approved pursuant to the provisions of the Texas Election Code and/or the United States Department of Justice, as applicable ("an approved voting system").

SECTION 8. The City Clerk is designated as Early Voting Clerk for the Election. The City Clerk will appoint Deputy Early Voting Clerks for the Election.

SECTION 9. The dates and times for early voting by personal appearance shall be at the locations for the general election as shown on Exhibit "B" hereto. If the Deputy Early Voting Clerk or any clerk appointed hereby to assist the Early Voting Clerk is an employee of the City of Pharr, Texas, then such person shall serve as clerk without additional compensation unless the clerk is required to work on a day which is not a regular city workday or during hours which are not regular city workday hours. In this latter case, the clerk shall be compensated at the person's regular hourly rate for the hours worked that are not part of a regular city workday, properly adjusted for overtime or holiday pay, if applicable.

SECTION 10. The Early Voting Clerk shall receive applications for early voting ballots to be voted by mail in accordance with the Election Code. Applications for Election ballots to be voted by mail shall be mailed to:

Early Voting Clerk
City of Pharr, Texas
118 S. Cage 4th Floor
P. O. Box 1729
Pharr, Texas 78577

Or request an application by phone at 956-402-4100; fax at 956-702-5313; or email hilda.pedraza@pharr-tx.gov or imelda.perez@pharr-tx.gov .

SECTION 11. The election materials as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

SECTION 12. This Ordinance constitutes the election order for the Election and notice of the Election shall be given by publication and posting as required by the Texas Election Code and other applicable law.

SECTION 13. It is hereby found, determined and declared that a written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was given for the time required by law preceding this meeting as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 14. The Mayor is authorized to execute, and the City Clerk is authorized to attest this Election Order on behalf of the Board of City Commissioners. The Mayor is further authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

SECTION 15. The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of February, 2023.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

EXHIBIT “A”

POLLING LOCATIONS FOR MAY 6, 2023 GENERAL MUNICIPAL ELECTION

HIDALGO COUNTY ELECTION PRECINCT NOS.	CITY POLLING PLACES	ADDRESS
61, 116 and 240	<u>Polling Place No. 1</u> Pharr Natatorium	3001 N. Cage Blvd. Pharr, Texas
6, 35, and 147	<u>Polling Place No. 2</u> Jose “Pepe” Salinas Recreation Center	1011 W. Kelly Pharr, TX
60, 115, and 168	<u>Polling Place No. 3</u> Pharr One Building	1121 E. Nolana Pharr, TX
25, 36, 258, and 208	<u>Polling Place No. 4</u> Pharr City Hall	118 S. Cage Blvd. Pharr, TX
5, 122, 137, 146 and 227	<u>Polling Place No. 5</u> Development & Research Center	850 W. Dicker Road Pharr, TX

EXHIBIT “B”

City of Pharr Early Voting Schedule May 6, 2023 – General Election

Early Voting shall commence on Monday, April 24, 2023 and terminate on Tuesday, May 2, 2023. The main polling place for early voting by personal appearance shall be at the Jose "Pepe" Salinas Recreation Center, 1011 W. Kelly, Pharr, Texas.

A temporary branch early voting polling place for early voting by personal appearance shall be at the Development & Research Center, 850 W. Dicker Road, Pharr, Texas. Any voter who is entitled to vote an early voting ballot by personal appearance may do so at the temporary branch early voting polling place. Early voting shall be conducted in accordance with the Texas Election Code on the following days, dates, and hours during the early voting period.

Day	Date	Hours
Monday	April 24, 2023	7:00 a.m. to 7:00 p.m.
Tuesday	April 25, 2023	8:00 a.m. to 6:00 p.m.
Wednesday	April 26, 2023	8:00 a.m. to 6:00 p.m.
Thursday	April 27, 2023	8:00 a.m. to 6:00 p.m.
Friday	April 28, 2023	8:00 a.m. to 6:00 p.m.
Saturday	April 29, 2023	7:00 a.m. to 7:00 p.m.
Sunday	April 30, 2023	CLOSED
Monday	May 1, 2023	8:00 a.m. to 6:00 p.m.
Tuesday	May 2, 2023	7:00 a.m. to 7:00 p.m.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: January 31, 2023

MEETING DATE: February 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2019-42 Rental of City Facilities (*1st Reading*). **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The ordinance is being amended to include the Pharr One Building Facility.

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 - 1/31/2023
Approved - 1/31/2023
Approved - 2/1/2023
Final Approval - 2/1/2023

ORDINANCE NO. O-2023-____

**AN ORDINANCE AMENDING ORDINANCE NO. O-2019-42; ESTABLISHING
PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND
ESTABLISHING AN EFFECTIVE DATE**

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

**SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS
FOLLOWS:**

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to one year to the month in advance of the reserved date. Class II and II reservations will not be accepted more than one year to the month in advance of reserved date.

(1) TIERRA DEL SOL GOLF COURSE:

Rental Period	Time	Deposit	Rental Rate
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$500.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days

prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.
- d. Advanced reservations.** Reservations will not be accepted more than one year to the month in advance of reserved date.
- e. Class II reservations** will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.

(2) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. Restricted usage.** No Class I or Class II activities will be allowed. No activity which involves dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday	8 a.m.-10 p.m.	\$50.00	\$375.00
Sunday	8 a.m.-10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- b. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No smoking or alcoholic beverages will be allowed on premises.**

(6) DEVELOPMENT AND RESEARCH CENTER (DRC)

DRC EXHIBIT HALL

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$80.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$80.00 Per Hour

DRC MEETING ROOM

Rental Period	Time	Deposit (not refunded)	Rental Rate
Friday	6 p.m.-12 MID.	\$100.	\$50.00 Per Hour
Saturday & Sunday	1 p.m.-1 a.m.	\$100.	\$50.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned. The minimum rental shall be no less than three hours.

- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** During hours of operation at the Research Center section of the building. No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. **No alcoholic beverages will be allowed on premises.**
- d. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(7) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$500.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,100.00	\$1,000.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,100.00	\$1,000.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$600.00	\$500.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$1,300.00	\$1,100.00
	Evening	1:00 p.m. – 12 MID.	\$300.00	\$1,300.00	\$1,100.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$300.00	\$1,000.00	\$600.00
	Day	8:00 a.m. – 7:00 p.m.	\$300.00	\$2,000.00	\$1,200.00
	Evening	1:00 p.m. – 1:00 a.m.	\$300.00	\$2,000.00	\$1,500.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$300.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(8) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Sunday-Friday	6 p.m.-12 MID.	\$100.00	\$80.00 Per Hour	\$50.00 Per Hour
Saturday	8 a.m.-1:00 a.m.	\$100.00	\$100.00 per Hour	\$60.00 Per Hour

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- d. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(9) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (CONFERENCE ROOM A)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$60.00 Per Hour	\$40.00 Per Hour

Available for rental to small groups (Capacity - 63). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(10) JOSE “PEPE” SALINAS RECREATION CIVIC CENTER (CONFERENCE ROOM B)

Rental Period	Time	Deposit (not refunded)	Class I	Class II
Monday-Sunday	1 p.m.-12 MID.	\$50.00	\$40.00 Per Hour	\$30.00 Per Hour

Available for rental to small groups (Capacity - 48). A non-refundable deposit of \$50.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(11) PHARR ONE BUILDING

AREAS	Rental Period/Time	STANDARD	NONPROFIT
Lecture Hall	Mon-Sat 8 AM – 5 PM	\$700	\$500
Conference Room	Mon-Sat 8 AM – 5 PM	\$500	\$300

Lecture Hall is available for rental to accommodate a capacity of 134. Conference Room is available for rental to accommodate a small group of (18). Reservations will not be accepted more than 90 days prior to event date. Rules and guidelines are applicable upon signed agreement. A non-refundable fee of \$100 is required for both areas and must be paid at time of reservation.

- a. **Payment of Rental.** All reservations require a \$100 deposit fee and is nonrefundable if the event is cancelled. The full amount of the rental fee must be paid at least 30 days prior to the date the event.
- b. **Restricted Usage.** Pharr ONE does not accommodate with any food/drinks for any event. No outside catering allowed at the facility. Catering services will be referred to the Park Deli and is not included in any rental fees. **No alcoholic beverages are allowed on the premises.**

SECTION 4: EFFECTIVE DATE; PUBLICATION

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

SECTION 5: PROPER NOTICE AND MEETING

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

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: February 2, 2023

MEETING DATE: February 6, 2023

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Consideration and action, if any, on Ordinance directing the City Manager to vacate, abandon, and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas (*1st Reading*). **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Mr. Adolfo Campero is requesting to abandon a 30 ft. by 633.97 ft. Street Right-of-Way located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Patricia Rigney
Ruben Alfaro
Kimberly Mendoza
City Management Office

Created/Initiated - 2/2/2023
Approved - 2/2/2023
Approved - 2/2/2023
Approved - 2/3/2023
Final Approval - 2/3/2023

ORDINANCE NO. O-2023-_____

AN ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND, CLOSE A 30 FT. BY 633.97 FT. STREET RIGHT-OF-WAY, CONSISTING OF 0.437 OF AN ACRE (19,019.10 SQUARE FEET) LOCATED ON THE EAST SIDE OF LOT 1, PHARR LOGISTICS CENTER PHASE I SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the City of Pharr has determined that it is in the public interest that the City vacate, abandon and close a 30 ft. by 633.97 ft. Street Right-of-Way, consisting of 0.437 of an acre (19,019.10 square feet) located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas.

WHEREAS, the legal description and the map of all the property to be vacated, abandoned and closed is set out in Exhibit "A" and "Exhibit B" attached hereto;

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

SECTION 1: That a Street Right-of-Way being 30 ft. by 633.97 ft., consisting of 0.437 of an acre (19,019.10 square feet), located on the east side of Lot 1, Pharr Logistics Center Phase I Subdivision, Pharr, Hidalgo County, Texas; more fully described in Exhibit "A" and "Exhibit B" is hereby vacated, and closed as a public Right-of-Way, and abandoned as such.

SECTION 2: SAVINGS CLAUSE.

Except as hereby amended, any provisions of the Code of Ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 3: SEVERABILITY CLAUSE.

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

SECTION 4: PUBLICATION.

The City Clerk shall provide for the publication of this Ordinance in the Official newspaper in accordance with the City Charter.

SECTION 5: EFFECTIVE DATE. This Ordinance shall go into effect when passed and approved by the Board of Commissioners following three (3) separate readings.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Commission of the City of Pharr, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041 on the ___ day of _____, 2023.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2023.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

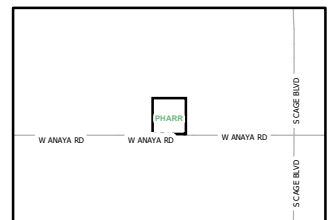
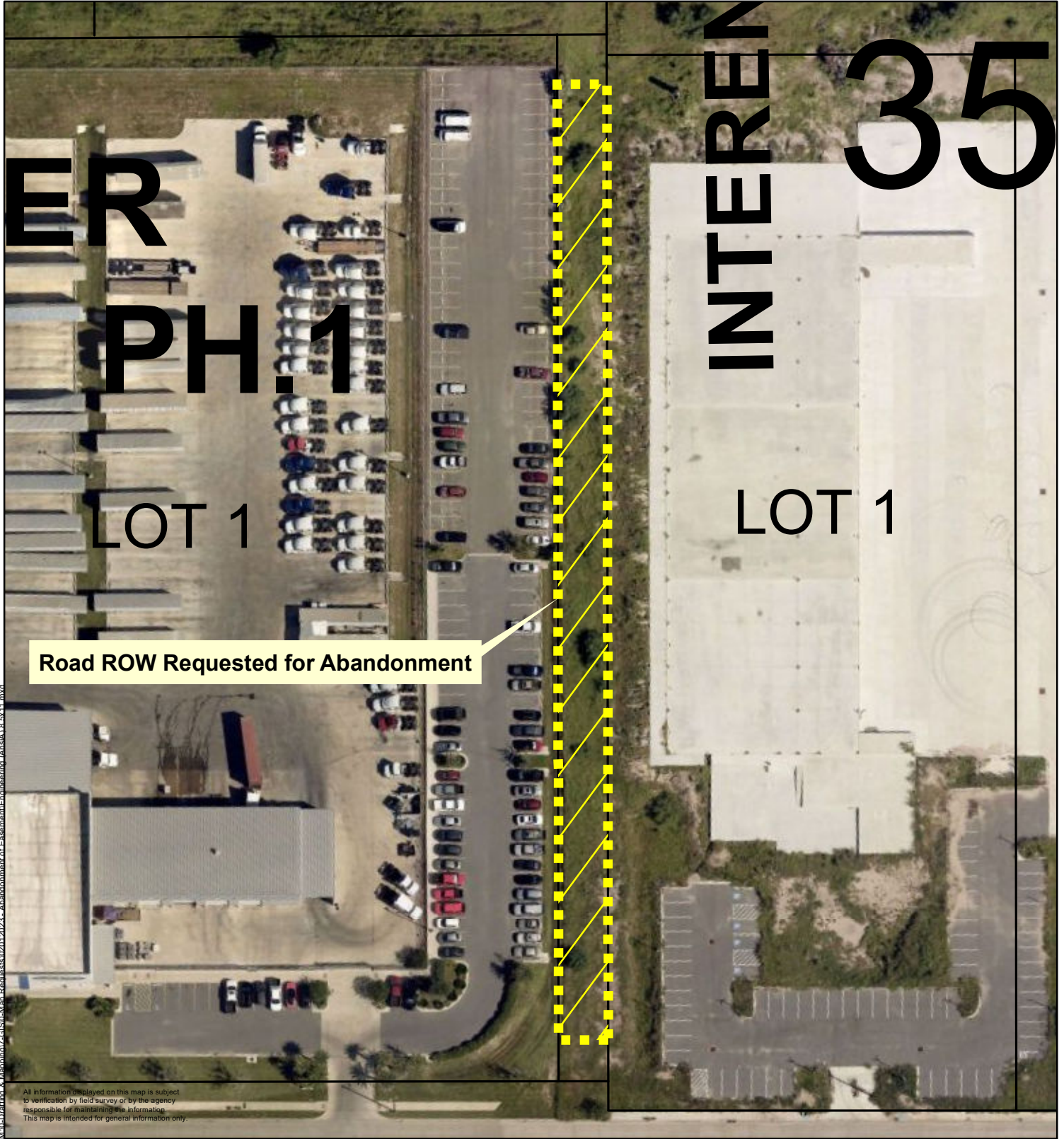


EXHIBIT B
METES AND BOUNDS

A 0.437 ACRE TRACT OF LAND BEING A PART OR PORTION OF PHARR LOGISTICS CENTER PHASE-I SUBDIVISION AS RECORDED IN INSTRUMENT NUMBER 2853302 OF THE MAP RECORDS OF HIDALGO COUNTY TEXAS, SAID 0.437 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF COMMENCEMENT BEING AT A POINT ON THE NORTHEAST CORNER OF LOT 1, PHARR LOGISTICS CENTER PHASE-I SUBDIVISION AND ALSO BEING THE POINT OF BEGINNING AND NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 08° 25' 00" WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 633.97' TO A POINT FOR THE SOUTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 81° 35' 00" WEST, ALONG THE RIGHT OF WAY LINE OF W. ANAYA RD. A DISTANCE OF 30 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 08° 25' 00" EAST, A DISTANCE OF 633.81' TO A POINT FOR THE NORTHWEST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED;

THENCE, SOUTH 81° 53' 52" WEST, ALONG THE NORTH PROPERTY LINE OF LOT 1, A DISTANCE OF 30 FEET TO THE SAID NORTHEAST CORNER OF THE TRACT OF LAND HEREIN DESCRIBED AND ALSO BEING THE POINT OF BEGINNING, CONTAINING A TOTAL OF 0.437 ACRES MORE OR LESS.

DISCLAIMER: THESE METES AND BOUNDS WERE PREPARED USING THE EXISTING PLAT FOR PHARR LOGISTICS CENTER PHASE I SUBDIVISION. THE BEARINGS AND DISTANCES WERE NOT CONFIRMED ON-SITE BY A REGISTERED LAND SURVEYOR.

PLAT OF
PHARR LOGISTICS CENTER PHASE I
(A.K.A. CAMPERO SUBD. PHASE I)

A 16.7 ACRE GROSS, 14.58 ACRE NET, TRACT OF LAND BEING PART OR PORTION OF LOT 358, AND LOT 359 KELLY-PHARR SUBDIVISION AS RECORDED IN MAP VOLUME 3 PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER (S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PHARR LOGISTICS CENTER PHASE I SUBDIVISION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBMITTED HEREIN, TO HEREBY SUBSCRIBE SUCH PROPERTY AN DEED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

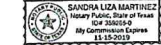
(LOT 3 OWNERSHIP)
Adolfo Campero 4-13-17
ADOLFO CAMPERO, MANAGER
CAMPERO HOLDINGS COMPANY, LLC
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041

(LOT 1 OWNERSHIP)
Adalberto Campero 4-13-17
ADALBERTO CAMPERO, MANAGER
CAMPERO LEGACY PROPERTIES, LLC
315 CALLE DEL NORTE, SUITE 207
LAREDO, TEXAS 78041

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED **Adolfo Campero**, known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF April, 2017.



Sandra Liza Martinez
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, AUTHORITY ON THIS DAY PERSONALLY APPEARED **Adalberto Campero**, known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF April, 2017.



Sandra Liza Martinez
NOTARY PUBLIC

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

DATED THIS 30 DAY OF August, 2017

Daniel Wylie
CHAIRPERSON, CITY OF PHARR PLANNING & ZONING COMMISSION
DANIEL WYLIE

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND I HEREBY APPROVE.

Amoroso Hernandez 8/30/2017
MAYOR, CITY OF PHARR

ATTEST: **Mark Rulison** 8/30/17
CITY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

René Barrera 4/11/17
RENE BARRERA, P.E. # 06862

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY. ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

Leo Lozano Rodriguez, Jr. 6/3/17
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

René Barrera 4/11/17
RENE BARRERA, P.E. # 06862

STATE OF TEXAS
COUNTY OF HIDALGO

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Leo Lozano Rodriguez, Jr. 6/3/17
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00

STATE OF TEXAS
COUNTY OF HIDALGO

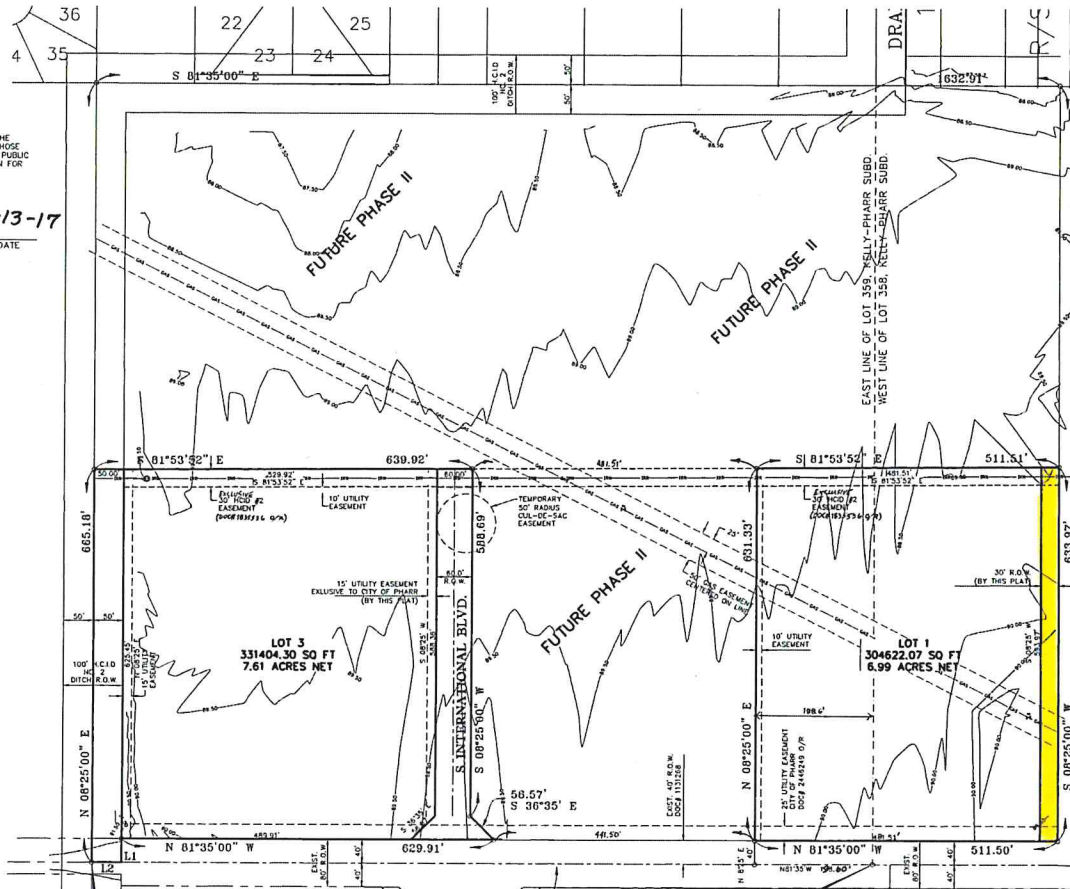
I, THE UNDERSIGNED, RENE BARRERA, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

René Barrera 4/11/17
RENE BARRERA, P.E. # 06862

STATE OF TEXAS
COUNTY OF HIDALGO

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Leo Lozano Rodriguez, Jr. 6/3/17
REG. PROFESSIONAL LAND SURVEYOR #2448
P.O. BOX 1830 EDINBURG, TEXAS 78540
FIRM NO. 101702-00



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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: January 24, 2023

MEETING DATE: February 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution authorizing the City of Pharr to enter into an agreement with the Texas Department of Transportation to close state roadways for public events. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: In planning for St. Patrick's 5K Run/Walk, HUB Phest, Veterans Day Parade & Fireworks, Christmas Tree Lighting, Christmas Posada and New Years Eve Ball Drop public events, the City of Pharr will be required to enter into agreements with the Texas Department of Transportation to temporarily close various state roadways for the noted events. Staff is requesting approval of a resolution authorizing the application for the roadway closures.

Fiscal Consideration: No consideration required.

Staff Recommendation: Staff recommends approval of the resolution authorizing entering into agreements with the Texas Department of Transportation for various state roadway closures for public events.

Alternatives: Authorization must be obtained from TxDOT to close state roadways.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 1/24/2023
Approved - 1/24/2023
Final Approval - 2/1/2023

RESOLUTION R-2023-__

A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR

The City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation, for temporary closure of a street for a public event.

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

The closure of South U.S. 281 (Cage Boulevard) and East Old Business 83 for the purpose of conducting the 17th Annual St. Patrick's Day 5K Run/Walk on Saturday, March 18, 2023, from 7:00 a.m. until 11:59 a.m.; and

The closure of US 281 (Cage Boulevard) from State Street to Kelly Avenue and Business 83 from Athol Avenue to Bluebonnet Avenue for the HUB Phest from Thursday, April 6, 2023, at 7:00 p.m. until Sunday, April 9, 2023, at 9:00 a.m.; and

The closure of US 281 (Cage Boulevard) from Polk Avenue to Ridge Road for the Veterans Day Parade on Saturday, November 11, 2023, from 12:00 p.m. until 8:00 p.m.; and

The closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the Christmas Tree Lighting Ceremony on Monday, November 27, 2023, from 5:00 p.m. until 10:00 p.m.; and

The closure of US 281 (Cage Boulevard) from Clark Avenue to Kelly Avenue and Business 83 from Birch Street to Bluebonnet Avenue for the Christmas Posada from Friday, December 8, 2023, at 12:01 a.m. until Sunday, December 10, 2023, at 9:00 a.m.; and

The closure of US 281 (Cage Boulevard) from Business 83 to Kelly Avenue for the New Year's Ball Drop from Friday, December 29, 2023, at 7:00 p.m. until Monday, January 1, 2024, at 11:59 a.m.; and

All rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

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

PASSED AND APPROVED this 6th day of February 2023, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: January 31, 2023

MEETING DATE: February 6, 2023

FROM: Myra Ledezma, Administrative
Assistant Golf Course

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing two (2) regular members to the Tierra Del Sol Golf Club Advisory Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The term of board member Carlos Villegas expired on January 23, 2023 and the term of Board Member Ricardo Medina will expire on February 17, 2023.

Both members wish to continue serving on the Golf Club Advisory Board.

Fiscal Consideration: n/a

Staff Recommendation: Approve board members

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Myra Ledezma
Sergio Alanis
Patricia Rigney
City Management Office

Created/Initiated - 1/31/2023
Approved - 1/31/2023
Approved - 2/1/2023
Final Approval - 2/2/2023

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **R E S O L U T I O N**
CITY OF PHARR § **NO. R-2023-__**

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

WHEREAS, Ordinance No. O-2017-01 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

WHEREAS, the term of Carlos Villegas (2-year term) expired on January 23, 2023; and the term of Ricardo Medina (3-year term) expires on February 17, 2023; and

WHEREAS, appointment/re-appointment of two (2) members needs to be made at this time. Such members shall perform duties as may be prescribed by ordinance or state law.

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

	NAME:	LENGTH OF TERM:
1.	_____	2 -Year term (January 23, 2025)
2.	_____	3 -Year term (February 17, 2026)

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of February, 2023.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 2, 2023

MEETING DATE: February 6, 2023

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consultation with the Board of Commissioners on the hiring of Department Directors **This item supports SE - Service Excellence.**

Classification: Closed Session

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

Issue: The Charter requires the City Manager to consult with the Board of Commissioners on the appointment/employment of department directors

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? Yes

Reason: Personnel matters

ROUTING:

Ed Wylie
City Management Office

Created/Initiated - 2/2/2023
Final Approval - 2/2/2023



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 2, 2023

MEETING DATE: February 6, 2023

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Consideration and action, if any, authorizing City Manager to award Request for Proposal (RFP) for Capital Lease Financing for Fiscal Year 2022-2023 and enter into contract with US Bancorp Government Leasing & Finance, Inc. from Denver, CO. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The City solicited request for proposals for Capital Lease Financing for Capital Outlay items approved in the 2022-2023 Budget. Four (4) proposals were received on January 25th, 2023. Proposal Tabulation Attached. (Project # 2223-01-511-S014-013)

Fiscal Consideration: \$68,000

Staff Recommendation: Staff recommends award contract to US Bancorp Government Leasing & Finance, Inc.

Alternatives: To reject

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/2/2023
Approved - 2/2/2023
Final Approval - 2/2/2023



MEMORANDUM

DATE: January 25, 2023

TO: Karla Saavedra, Finance Director

FROM: Maritza Magallan, Contract Compliance Officer

SUBJECT: Project # 2223-01-511-S014-013
CAPITAL LEASE FINANCING FY22/23

Attached please find an "electronic" copy of the bid tabulation, along with copies of the proposals.

Kindly submit your written recommendation to Purchasing by Tuesday prior to the City Commission agenda deadline. (To allow ample time for review and concurrence your proposed recommendation).

If any additional information is needed, please advise.

Thank you.

City of Pharr Summary of Capital Lease Proposals

Lessor:	Total Payment	Interest	Interest Rate	Principal
BankFunding, LLC	704,156.04	84,156.04	3.88%	620,000.00
Cogent Bank	700,346.92	80,346.92	3.71%	620,000.00
Frost Bank	728,862.41	108,862.41	4.97%	620,000.00
U.S. Bancorp	716,328.89	96,328.89	4.42%	620,000.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: January 17, 2023

MEETING DATE: February 6, 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 - 1/17/2023

Approved - 1/17/2023

Denied - 2/1/2023

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 #: 9.B.

DATE SUBMITTED: February 2, 2023

MEETING DATE: February 6, 2023

FROM: Crystal Medina, Environmental Coordinator

DEPARTMENT: Public Works

DIRECTOR: Luis Marin

Agenda Item: Consideration and action, if any, on Memorandum of Understanding between the City of Pharr and the City of McAllen for a roll-off container for collection of recyclable plastics for a \$75.00 fee per service. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The City of Pharr is in need and desires to use a roll-off container for its recycling program through the Pharr Public Works Department. The City of McAllen Public Works Department owns a roll-off container for recyclables.

The City of McAllen's Public Works Department will provide the City of Pharr's Public Works - Recycling Center a roll-off container for the purpose of collecting recyclable plastics for a \$75.00 fee per service.

Fiscal Consideration: \$75.00 fee per service for the placement or collection of the roll-off container.

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Crystal Medina
Luis Marin
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 2/2/2023
Approved - 2/2/2023
Approved - 2/3/2023
Approved - 2/3/2023
Final Approval - 2/3/2023

MEMORANDUM OF UNDERSTANDING CITY OF MCALLEN AND CITY OF PHARR

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of McAllen, Texas, a home-rule municipality ("McAllen"), and the City of Pharr ("Pharr").

WHEREAS, the City of McAllen Public Works Department owns a roll-off container for recyclables;

WHEREAS, the City of McAllen recognizes that recycling is an important aspect of community growth;

WHEREAS, the City of Pharr is in need and desires the use a roll-off container for its recycling program through the Pharr Public Works Department; and,

IT IS THEREFORE AGREED THAT:

1. The City of McAllen's Public Works Department will provide to the City of Pharr's Public Works facility located at 1015 E. Ferguson Ave., Pharr, TX a roll-off container for the purpose of collecting recyclable plastics (water bottles, jugs, etc.).
2. The City of Pharr's Public Works facility agrees to accept the roll-off container with a charge of Seventy-five Dollars (\$75.00) fee per service of the placement or collection of the roll-off container for the purpose of collecting recyclable plastics (water bottles, jugs, etc.). The City of Pharr further agrees that there will not be compensation or any revenue sharing for the recycling commodities collected and sold by the City of McAllen.
3. The terms of this Memorandum of Agreement shall become effective upon the latter signature and remain in effect until terminated upon written notice by either party anytime without cause or penalty.

APPROVED AND AGREED to this ____ day of January 2023.

City of McAllen

City of Pharr

By: 

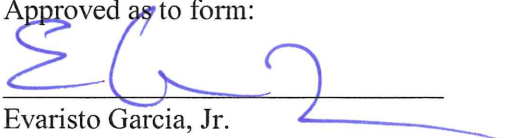
By: _____

Roel "Roy" Rodriguez, P.E.
City Manager

Name: _____

Title: _____

Approved as to form:


Evaristo Garcia, Jr.
Assistant City Attorney



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: January 23, 2023

MEETING DATE: February 6, 2023

FROM: Juan Gonzalez, Interim Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Interlocal Agreement between the Pharr Police Department and the Office of the Criminal District Attorney of Hidalgo for forfeiture cases filed pursuant to Article 59 of the Texas Code of Criminal Procedures. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: This local agreement between the Pharr Police Department and the Hidalgo County District Attorney's Office relates to all forfeiture cases filed pursuant to Article 59 of the Texas Code of Criminal Procedures. The Pharr Police Department and the Hidalgo County DA's office had an existing local agreement with the former District Attorney and it is now updated to include the newly elected Criminal District Attorney.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends approval

Alternatives: Not approve agreement

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Juan Gonzalez
Karla Saavedra
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 1/23/2023
Approved - 2/2/2023
Approved - 2/2/2023
Approved - 2/3/2023
Final Approval - 2/3/2023

STATE OF TEXAS)

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO)

This **LOCAL AGREEMENT** is entered into, by and between the CITY OF PHARR POLICE DEPARTMENT, located in Hidalgo County, Texas, hereinafter called "**LAW ENFORCEMENT AGENCY**", and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called "**STATE'S ATTORNEY**". This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

- I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;
- II. All property found to be "contraband" pursuant to Article 59.01, 59.02 of the Texas Code of Criminal Procedure, with the State's Attorney representing the state as agent for the state, shall be subject to this local agreement;
- III. The Criminal District Attorney of Hidalgo County, Texas (State's Attorney) represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure; and
- IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this **LOCAL AGREEMENT** is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein, and the following is understood and agreed to by the parties;

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:
 - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
 - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely responsible for their use and

maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of currency, bank accounts, negotiable instruments, and jewelry, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the State's Attorney will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "**Personal Property**" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such costs have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for CURRENCY, BANKING ACCOUNTS and NEGOTIABLE INSTRUMENTS in Paragraph 3 below.
3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS**, upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

<u>Amount</u>	<u>Law Enforcement Agency</u>	<u>State's Attorney</u>
Over \$50,000.00	70%	30%
\$10,001 - \$50,000.00	60%	40%
\$10,000 and under	50%	50%

4. **JEWELRY** will be sold and its proceeds divided as follows:
60% to the Law Enforcement Agency and 40% to the State's Attorney.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the State's Attorney pending final disposition via court order. However, the parties agree that the State's Attorney may exercise discretion and allow the Law Enforcement Agency to maintain physical possession of the currency, bank account, negotiable instruments and jewelry where feasible, so long as the property seized is secured pursuant to Article 59.03(c). Within seventy-two (72) hours of the seizure, the Law Enforcement Agency shall provide the State's Attorney with the information required under Article 59.03(c). The State's Attorney will provide direction for the deposit of cash/currency seized upon request of the Law Enforcement Agency.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the State's Attorney, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum shall be divided and disbursed according to the provisions contained within this agreement. The parties further agree that the percentages will be determined prior to the payment of costs.

In the event costs to prosecute forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure, including court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs exceed the net proceeds of the sale of said contraband, the State's Attorney agrees to pay 50% and the Law Enforcement Agency agrees to pay 50% of those costs.

This agreement shall apply to all money and/or property seized and all money or property sold by the said Law Enforcement Agency on or after the date this agreement is signed. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property subject to this Agreement shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a) of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year upon execution. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, and any change of address must be made by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

Notice to State's Attorney:

100 E. Cano Street, 1st Floor
Hidalgo County Courthouse Annex III
Edinburg, Texas 78539

Notice to Law Enforcement Agency:

1900 S. Cage Blvd.
Pharr, Texas 78577

The Law Enforcement Agency further agrees to pay all costs incurred if the forfeiture action does not result in the property being found to be contraband.

The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

CITY OF PHARR POLICE DEPARTMENT

By: _____
Juan F. Gonzalez, Chief of Police

Date

**OFFICE OF THE CRIMINAL DISTRICT ATTORNEY,
HIDALGO COUNTY, TEXAS**

By: _____
Toribio "Terry" Palacios, Hidalgo County District Attorney

Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____
Josephine Ramirez Solis, Assistant DA

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: January 24, 2023

MEETING DATE: February 6, 2023

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on service agreement with Lexipol, LLC, for the purchase of an annual subscription service for policies/procedures and a learning platform for use by the Fire Department utilizing Sourcewell Cooperative Purchasing Agreement Contract Number 011822-LXP in the amount of \$17,418.25.
This item supports SSC - Safe and Secure Community.

Classification: Regular

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

Issue: The Fire Department is in the process of updating policies and procedures for administration and operation that date back to 1994, 1997, 2007, 2012 and 2016. Many of the policies or procedures are mandated by rules and regulations adopted by the Texas Commission on Fire Protection, which regulates fire departments in the State of Texas or recommended Best Management Practices by the National Fire Protection Association.

In order to expedite the re-write of over 1,500 pages of policies and procedures, the Fire Department has procured the services of Lexipol to develop a new and up to date version for the organization. Additionally, Lexipol will provide a learning platform to administer and track state mandated training for our firefighters.

The cost to provide the new policies and procedures is \$12,677.75 and \$4,740.50 for the learning platform.

(Project# 2223-01-515-IPQ046-001)

Fiscal Consideration: Funds are available in the FD Fiscal Year 2022-2023 Budget.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Lexipol, LLC, for an annual subscription service for policies/procedures and a learning platform for use by the Fire Department utilizing Sourcewell Cooperative Purchasing Agreement Contract Number 011822-LXP in the amount of \$17,418.25.

Alternatives: Disapprove the agreement

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Maritza Magallan
Ed Wylie
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 1/24/2023
Approved - 1/26/2023
Approved - 2/1/2023
Approved - 2/1/2023
Approved - 2/2/2023
Final Approval - 2/2/2023



MASTER SERVICE AGREEMENT

Agency's Name: Pharr Fire Department
Agency's Address: 118 S Cage Blvd 3rd Fl
Pharr, Texas 78577

Agency's Sourcewell Member ID: 100486

Attention: Captain Pete Bustamante

Sales Rep: Jeff Hopper
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), which may include one or more Lexipol subsidiary entities, and the Agency identified above.

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions Specific to this Agreement

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Pharr Fire Department

Signature: _____

Print Name: _____

Title: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A**SELECTED SERVICES AND ASSOCIATED FEES****Agency is purchasing the following:****POLICY & PROCEDURE ANNUAL
SUBSCRIPTION**

QTY	DESCRIPTION	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	5%	USD 667.25	USD 12,677.75
	Subscription Line Items Total		USD 667.25	USD 12,677.75
			USD 667.25	USD 12,677.75
POLICY & PROCEDURE ANNUAL SUBSCRIPTION TOTAL:				USD 12,677.75

**LEARNING ANNUAL
SUBSCRIPTION**

QTY	DESCRIPTION	SOURCEWELL DISC	DISC AMT	EXTENDED
30	Fire & EMS Learning Platform With Services (12 Months)	5%	USD 124.50	USD 2,365.50
50	Fire Learning Platform With Services (12 Months)	5%	USD 125.00	USD 2,375.00
	Subscription Line Items Total		USD 249.50	USD 4,740.50
			USD 249.50	USD 4,740.50
LEARNING ANNUAL SUBSCRIPTION TOTAL:				USD 4,740.50

*Fire pricing is based on 80 Fire Authorized Staff.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol (or one of its subsidiaries, where applicable) upon the execution of this Agreement.

Discount Notes

5% Subscription Discount - Sourcewell

Exhibit B
Terms and Conditions of Service

1. Definitions. For purposes of Lexipol's Terms and Conditions of Service (the "Terms"), each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections below. Depending on the selected Service(s), Agency may receive support from, and be invoiced by, a Lexipol subsidiary, including The Praetorian Group and/or Cordico Inc.

1.1 "Agency" means the department, agency, office, company, or other entity purchasing and/or otherwise subscribing to Lexipol products or services.

1.2 "Agreement" means the combination of (a) the cover sheet to which these Terms are attached; (b) Lexipol's subscription and pricing information sheets, which are typically included as an Exhibit A ("Services Being Purchased and Related Fees") or as set forth in any similar pricing sheet (including by way of addendum); and (c) these Terms.

1.3 "Derivative Work(s)" means work(s) based on Lexipol's Subscription Materials, or any substantive portion thereof. Derivative Works include revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Materials or any portion thereof are recast, transformed, or adapted. For purposes of the Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Materials. Further, "Derivative Work" includes any work considered a "derivative work" under United States copyright law.

1.4 "Effective Date" means the date specified on the cover sheet to which these Terms are attached, or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on the cover sheet or subscription and pricing sheet provided by Lexipol. If the Initial Term is not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Service(s)" means all Lexipol product(s) or service(s), including one-time and recurring (subscription) services, as may be offered by Lexipol and/or its subsidiaries and affiliates from time to time.

1.7 "Subscription Materials" means all policy manuals, supplemental publications, daily training bulletins, written content, images, videos, and all other data and multimedia provided by Lexipol and/or its licensors through the Services.

2. Term. The Agreement becomes enforceable upon signature by Agency's authorized representative. Following the Initial Term, the Agreement shall renew in successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms collectively comprise the "Term" of the Agreement.

3. Termination.

3.1 For Cause. The Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under the Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.2 For Convenience. The Agreement may be terminated for convenience (including lack of appropriation of funds by Agency) upon sixty (60) days written notice. Note: fees already paid for Services are not eligible for refund, proration or offset in the event of Agency's termination for convenience.

4. Effect of Expiration or Termination. Upon the expiration or termination of the Agreement for any reason, Agency's access to Lexipol's Services shall cease. Termination or expiration of the Agreement shall not, however, relieve either party from any obligation or liability that has accrued under the Agreement prior to the date of such termination or expiration, including payment obligations. The right to terminate the Agreement shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the parties are entitled at law or in equity. The provisions of Sections 1 (Definitions), 6 (Service-Specific Terms), 8 (Privacy Policy), 8 (Warranty Disclaimer), 9 (Confidentiality), 10 (Warranty Disclaimer), 11 (Limitation of Liability), 12 (General Terms), and this Section 4 shall survive the expiration or termination of the Agreement for any reason.

5. Fees and Invoicing. Unless otherwise agreed upon in writing, Lexipol (or, if applicable, The Praetorian Group or Cordico Inc.) will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to each Renewal Term. Agency will pay to Lexipol the fee(s) specified on each invoice within thirty (30) days following receipt of the invoice. All invoices will be sent to Agency at the address specified on the cover sheet to which these Terms are attached or as otherwise designated by Agency in writing. All payments will be made by electronic transfer of immediately available funds or by mailing a check to Lexipol at 2611 Internet Blvd, Ste 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All amounts required to be paid under the Agreement are exclusive of taxes and similar fees now in force or enacted in the future. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes properly imposed related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

6. Service-Specific Terms. The following sections apply to specific Lexipol Services:

6.1 Policy. Lexipol's policy Subscription Materials and Knowledge Management System ("KMS") are proprietary, protected under U.S. copyright, trademark, patent, and/or other applicable laws, and Lexipol reserves all rights not expressly granted in these Terms. Agency may prepare Derivative Works using Lexipol's Subscription Materials, but Lexipol shall remain the sole owner of all right, title and interest in and to them, including all copyrights, intellectual property rights, and other proprietary rights therein or pertaining thereto. Agency shall retain a perpetual, personal, non-sublicensable and non-assignable right to use the Subscription Materials for Agency's internal purposes but will not remove any copyright notice or other proprietary notice of Lexipol appearing thereon. Agency acknowledges and agrees that Lexipol shall have no responsibility to update such Subscription Materials beyond the Term of the Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works. Lexipol's Subscription Materials are to be treated as Confidential Information (per Section 9 herein), but Agency may disclose Subscription Materials pursuant to a valid court order, lawful government agency request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Agency acknowledges and agrees that all policies and procedures it implements have been individually reviewed and adopted by Agency, that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that Agency's highest-ranking official shall, for all purposes, be considered the "policy maker" with regard to same. Lexipol's KMS Service is subject to the Service Level Agreement attached to these Terms.

6.2 Learning. Lexipol's Learning Management System ("LMS"), offered by Praetorian Digital, is a proprietary Service protected under U.S. copyright, trademark, patent, and other laws. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in the Agreement. Agency Data, defined as data owned by Agency prior to the Effective Date or which Agency provides during the Term for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service, remains Agency's property. Lexipol retains no right or interest in Agency Data and shall return or destroy Agency Data following termination of the Agreement. Lexipol's LMS Service is subject to the Service Level Agreement attached to these Terms.

6.3 Wellness. This Section applies when Agency subscribes to Lexipol's Wellness Application ("Wellness App") offered by Cordico®. All Subscription Materials delivered by the Wellness App, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Wellness App that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access the Wellness App during the Term. If the Agreement is terminated or expires for any reason, Agency shall lose access to the Wellness App and to all associated Subscription Materials and shall discontinue all use of the same for any purpose. Nothing in this section or these Terms shall be construed as conferring any right of ownership or use to the Wellness App, whether by estoppel, implication or otherwise.

6.4 Grants. This Section applies when Agency selects Lexipol's Grant Writing, Consulting, and/or GrantFinder services. For Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Lexipol's grant writing team in a timely manner (at least five (5) days prior to the applicable grant application close date). Agency is responsible for all submissions of final grant applications by grant deadlines, but Lexipol shall be considered Agency's duly authorized representative for submissions where applicable. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle; not a refund of the fees. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol reserves the right to suspend all grant Services to Agency until past-due payments are received in full, and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due may be charged a twenty-five dollar (\$25) late fee.

6.5 Generally; Injunctive Relief. Nothing in the Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, KMS, LMS, Wellness App, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not, and may not assist others to, decompile, disassemble, reverse engineer, or otherwise attempt to discover any object code, source code, or proprietary data underlying the Services. Agency grants all rights and permissions in or relating to Agency Data as are necessary to Lexipol to enforce the Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

7. Account Security. The rights to access and use the Services under the Agreement are personal and unique to Agency and Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains solely responsible for maintaining the confidentiality of Agency's username(s) and password(s) and the security of Agency's account(s), meaning the account by which Agency accesses the Services. Agency will not permit access to Agency's account(s) or use of Agency's username(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's username(s) and/or password(s).

8. Privacy Policy. Lexipol will hold Agency Data in confidence unless required to provide access in accordance with a court order, government agency request, or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's systems use the Secure Socket Layer (SSL) Protocol for Lexipol Services, which encrypts information as it travels between Lexipol and each Agency. However, Agency acknowledges and agrees that data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through the Services is 100% secure. Agency acknowledges that Lexipol may provide view-only access and summary information (which may include number of policies developed or in development, percentage of staff reviews of developed policies and DTBs) to Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association if they are actively funding member Agency Subscription Fees.

9. Confidentiality. During the term of the Agreement, either party may be required to disclose information to the other party that is marked “confidential” or is of such a type that the confidentiality thereof is reasonably apparent (collectively, “Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Services; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in the Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. Notwithstanding the foregoing, a party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party’s personnel or agents.

10. Warranty Disclaimer. ALL SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability. Lexipol’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to the Agreement, the Services, or the use of any Subscription Materials shall not exceed the aggregate amount of subscription fees actually paid to Lexipol by Agency for the associated Services during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether the subject claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

12. General Terms.

12.1 General Interpretation. The language used in the Agreement and these Terms shall be deemed to express the mutual intent of Lexipol and Agency. The Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement.

12.2 Invalidity of Provisions. Each of the provisions contained in the Agreement and these Terms is distinct and severable. A declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of the Agreement to be invalid or unenforceable, the parties agree that the court should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

12.3 Waiver. Lexipol’s failure to exercise, or delay in exercising, any right or remedy under any provision of the Agreement shall not constitute a waiver of such right or remedy.

12.4 Governing Law. The Agreement shall be construed in accordance with, and governed by, the laws of the State in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.5 Compliance with Laws. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders promulgated by any federal, state, or local government body or agency relating to its obligations pursuant to the Agreement and these Terms.

12.6 Attorney's Fees. If any action is brought by either party to the Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation, as allowed by law.

12.7 Notices. Any notice required by the Agreement or given in connection with it shall be in writing and shall be made by certified mail (postage prepaid), recognized overnight delivery service, or (if mutually agreed upon) by email to authorized recipients at such address as each party may indicate from time to time. Alternatively, electronic mail or facsimile notice to established and authorized recipients is acceptable when acknowledged by the receiving party.

12.8 Entire Agreement. The Agreement, including these Terms, embodies the entire agreement and understanding of the parties hereto and expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by any party hereto that is not embodied in the Agreement. Terms and conditions set forth in any purchase order or any other form or document that are inconsistent with or in addition to the terms and conditions set forth in the Agreement are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification, and shall not be considered binding unless specifically agreed to in writing by both parties. No amendment, modification, or supplement to the Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.9 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document for purposes of the Agreement.

Lexipol Service Level Agreement for Cloud-Based Services

- 1. Response Times.** For issues relating to Lexipol's online, cloud-based Services (e.g. KMS, LMS, Wellness), Lexipol will make an industry standard and commercially reasonable effort to respond promptly (via Lexipol's Normal Support Channels) within two (2) Business Days after receipt.
- 2. Uptime Commitment.** The Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the "Uptime Commitment"). Subject to the exclusions described in below, "Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any annual billing cycle in which Agency's selected Service(s) are unavailable out of the total number of minutes in that billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by Agency failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (i.e. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Yearly Uptime Percentage will be measured based on the industry standard monitoring tools.
- 3. Exclusions from Uptime Percentage.** All Service Unavailability resulting from the following will be excluded from calculation of Uptime Percentage: (a) Regularly-scheduled maintenance of the Service that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's support channels (Lexipol typically schedules such regularly scheduled maintenance once per month); (b) Any failures of the Lexipol Standard and Custom Reporting Services that does not exceed six (6) hours per 3-month period and is communicated by Lexipol at least twenty-four (24) hours in advance via Lexipol's Normal Support Channels; (c) Any issues with a third-party service to which Agency subscribes but does not control; (d) Any problems not caused by Lexipol that result from, computing or networking hardware, other equipment or software under Agency's control, the Internet, or other issues with electronic communications; (e) Lexipol's suspension or termination of the Service in accordance with the Terms; (f) Exceeding Lexipol's published Concurrent Request Limits; (g) Software that has been subject to unauthorized modification by Agency; (h) Negligent or intentional misuse of the Service by Agency.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: January 25, 2023

MEETING DATE: February 6, 2023

FROM: Cindy Bernal, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Bud Griffin Customer Support from San Antonio, TX. for the Preventative Maintenance Services at the City of Pharr Emergency Center. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: Staff is requesting to enter into an agreement with Bud Griffin Customer Support from San Antonio, TX. for Preventative Maintenance Services at the Emergency Center for one year.

Fiscal Consideration: n/a

Staff Recommendation: n/a

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Cindy Bernal
Sergio Alanis
Maritza Magallan
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 1/25/2023
Approved - 1/31/2023
Approved - 2/1/2023
Approved - 2/1/2023
Approved - 2/3/2023
Final Approval - 2/3/2023



Bud Griffin Customer Support
802 Austin St., San Antonio, TX 78208

210-497-2027

Preventative Maintenance Agreement

Agreement # : **120822**

Effective Date: **January 1, 2023 thru December 31, 2023**

City of Pharr Emergency Center

Site Contact	Jose Pena
Contact Phone	956-402-4900
Contact Email	isaac.escobedo@pharr-tx.gov
Site Address	100 W. Ferguson
City, State, Zip	Pharr, TX 78577
*Billing Info	Email invoices to: cindy.munoz@pharr-tx.gov
Billing Address	
City, State, Zip	

* Please complete billing info (if different from address above)

Preventative Maintenance Customer benefits include:

- ❖ Emergency Service availability 24 / 7 / 365
- ❖ Service performed by Vertiv factory trained and authorized technicians.
Vertiv is the OEM service provider for Liebert products.
- ❖ First Priority Escalation in the event of hurricanes and flooding,
- ❖ A/C Maintenance includes free annual belt change and two filter changes
- ❖ 20% discount off Liebert parts pricing

We are pleased to provide a proposal for the following checked service(s):

A/C : Full Service Maintenance ☐ Preventative Maintenance ☒



Agrees to provide preventative maintenance service on the below listed equipment by following proper maintenance procedures and guidelines as set forth by the equipment manufacturer(s)

BG/CS will make 4 Quarterly Maintenance inspections per year on the A/C equipment.

EQUIPMENT LIST

	Unit Model #	Serial Number	Frequency	Manufacturer
1	SRC24HPN000	3813781002W30R80DPV	Quarterly	Liebert
2	SRC24HPN000	810KABF01T17	Quarterly	Liebert
3	SRC24HPN000	810KAFX02W39	Quarterly	Liebert
4	SRC24HPN000	810KAGS01T03	Quarterly	Liebert
5	MCM040E1YDL624	Y18LAY0041	Quarterly	Liebert
6	MCM040E1YDL624	Y18LAY0046	Quarterly	Liebert
7	CR020RA1C7V542	Y18LBM0035	Quarterly	Liebert
8	CR020RA1C7V542	Y18LBM0036	Quarterly	Liebert
9	PFD054A-YL1	Y18LG1A040	Quarterly	Liebert
10	PFD054A-YL1	Y18LG1A084	Quarterly	Liebert
11	MT048HE1C0A146	Y18MBIA193	Quarterly	Liebert
12	MT048HE1C0A146	Y18MBIA194	Quarterly	Liebert

The price to perform these services are listed below:

Quarterly Invoice Total: **\$2,142.00**

Contract Total: **\$8,568.00**

Unless otherwise noted, preventative maintenance service is quoted with all work being performed during normal weekday hours, Monday-Friday, 8:00am – 5:00pm.

Emergency Service Labor Rates

AC

\$145.00 - Regular Time : Monday through Friday, 8:00 a.m. - 5:00 p.m.

\$217.50 - Overtime : Monday through Friday, 5:00 p.m. - 8:00 a.m. and Saturday.

\$290.00 - Premium Time : Sunday and Holidays.

\$100.00 - Truck fee / tool charge added to all service calls.

Hourly travel rate will be calculated at the same rates outlined above.

Agreement Terms and Conditions

- ❖ Service may include Scheduled Preventive Maintenance, and/or Emergency Service. All scheduling of preventive maintenance visits are at the Customer's convenience.
- ❖ It is understood and agreed that Bud Griffin Customer Support, Inc. assumes no responsibility whatsoever for the failure of equipment to perform the service for which it is designed and/or engineered.
- ❖ In order to permit Bud Griffin Customer Support, Inc. to perform our obligations under this agreement, after prior notification we shall be free to stop and start equipment as necessary.
- ❖ Owner will provide reasonable means of access to the above mentioned equipment.
- ❖ Unless otherwise specified, the price for maintenance under this agreement does not include the following:
 - Service required as a result of abuse, misuse, acts of God, failure to follow user maintenance and operating instructions, and failure of interconnected equipment not maintained by Bud Griffin Customer Support, Inc.
 - Damages caused by equipment relocations, war, public disorder, fire, water, or any other conditions beyond the control of Bud Griffin Customer Support, Inc.
 - Federal, state or local sales, use, excise or other tax that may be levied or assessed upon any good or service furnished under this Agreement.
- ❖ Payment terms are net 30 days from date of invoice. Annual payment plans are available. Annual payments are payable in advance.

Indemnification Agreement

- ❖ Bud Griffin Customer Support, Inc. shall not be liable for the operation of the customer owned and operated equipment nor for injuries to person, or damage to property, except those directly due to willful negligence or gross acts of omission(s) of our employees. Bud Griffin Customer Support, Inc. shall not be held liable for expenses incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this program. Bud Griffin Customer Support, Inc. shall not be held liable for any loss or damage due to delay in furnishing labor or material caused by reason of strikes or labor troubles affecting our employees who perform the service called for herein, or by unusual delays in procuring supplies or for any other cause beyond our reasonable control.

Agreement Renewal

- ❖ This agreement will renew annually by consent of both parties, or by issuance of an updated renewal agreement or Addendum.

Agreement Cancellation

- ❖ This program may be terminated by either party for convenience by thirty (30) day advance written notice or failure to meet payment terms.

Prepared By:

**Bud Griffin Customer Support
San Antonio LLC.**



Signature

Erin Burnes – Service Operations Manager

Name & Title

December 9, 2022

Date

Accepted By:

Signature

Name & Title

Date

AC Scope of Work

Applicable to all AC units

Filters

- ✓ Check for restricted airflow
- ✓ **Replace air filters (2x Annually)**
- ✓ Examine filter switch
- ✓ Wipe entire section clean

Blower Section

- ✓ Verify that impellers move freely
- ✓ Check belt for condition and proper tension
- ✓ Replace belts as needed
- ✓ Inspect condition of the bearings
- ✓ Check the fan safety switch for operation
- ✓ Check the pulleys for proper alignment

Evaporator Coil Section

- ✓ Check for refrigerant leaks
- ✓ Record temperature drop across coil
- ✓ Check cleanliness of drain pan
- ✓ Clean drain line from pan
- ✓ Check condition of coil

Infrared Humidifier

- ✓ Check the pan drain for any type of blockage
- ✓ Examine the humidifier lamps for proper operation
- ✓ Check the pan for any type of mineral deposits
- ✓ Vacuum drain lines
- ✓ Clean condensate pump if necessary

Steam Generating Humidifier

- ✓ Check the canister for any deposits
- ✓ Check the condition of all steam hoses
- ✓ Verify operation of the water make-up valve
- ✓ Check for make-up water leaks
- ✓

Reheat Section

- ✓ Check reheat operation
- ✓ Inspect reheat elements for debris

Electric Panel and Controls

- ✓ Check fuses
- ✓ Check electrical connections
- ✓ Check contactors for pitting
- ✓ Ensure proper operation of the unit components
- ✓ Inspect leak detection cabling
- ✓ Check sensor calibration
- ✓ Verify temperature set points and alarms

Applicable to Chilled Water Units

Chilled Water Coil

- ✓ Inspect operation of chilled water valve and actuator
- ✓ Adjust/ tighten linkage if necessary
- ✓ Inspect internal chilled water piping and coil for leaks
- ✓ Check pressure drop across coil

Chilled Water Pump

- ✓ Check for proper operation
- ✓ Inspect gaskets and connections for leaks

Building Chilled Water

- ✓ Check inlet water temperature
- ✓ Check for proper flow

Applicable to Direct Expansion (DX) Units

Compressor Section

- ✓ Inspect for oil leaks
 - ✓ Verify lead-lag operation
 - ✓ Check oil level
 - ✓ Check electrical connections
 - ✓ Inspect condition of contactor
- Inspect compressor mounting hardware

Refrigerant Cycle/Section

- ✓ Examine refrigerant lines for leaks or damage
- ✓ Using the sight glass, check lines for moisture
- ✓ Monitor suction pressure
- ✓ Monitor head pressure
- ✓ Monitor discharge pressure
- ✓ Check superheat
- ✓ Inspect operation of thermal expansion valve
- ✓ Inspect operation of hot gas bypass valve

Air Cooled Condenser

- ✓ Verify condenser coil cleanliness
- ✓ **Clean coil (annually)**
- ✓ Examine motor mounts for tightness
- ✓ Inspect condition of motor bearings
- ✓ Verify refrigerant lines are properly supported

Water/Glycol Condenser

- ✓ Check cleanliness of copper tubing
- ✓ Confirm operation of water regulating valves
- ✓ Check the glycol solution level
- ✓ Check glycol freeze protection level
- ✓ Check for water/glycol leaks

Glycol Pump

- ✓ Check for proper operation
- ✓ Inspect gaskets and connections for leaks



TACLA28702E
Bud Griffin Customer Support-San
Antonio
802 Austin St
San Antonio, TX 78208
(210) 298-9700

Preventative Maintenance

Work Order #:	SVO-13-13291
Technician	Alberto Olvera
Date:	01/06/23
PO#:	PO#

Equipment List	
Model No.	Serial No.
MCM040E1YDL624	Y18LAY0041
SRC24HPN000	810KABF01T17
SRC24HPN000	810KAFX02W39
SRC24HPN000	810KAGS01T03
MCM040E1YDL624	Y18LAY0046
CRO20RA1C7V542	Y18LBM0035
CRO20RA1C7V542	Y18LBM0036
PFD054A-YL1	Y18LG1A040
PFD054A-YL1	Y18LG1A084
MT048HE1COA146	Y18MBIA193
MT048HE1COA146	Y18MBIA194
SRC24HPN000	3813781002W30R80DPV
ANNUAL AMOUNT	

SOLE SOURCE AFFIDAVIT

1. My name is (Print Name) CARL KELLER
I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
I am authorized to sign contracts for the following company or firm:

Company: BUD GRIFFIN & ASSOCIATES
Address: 802 AUSTIN ST
City, State, Zip Code SAN ANTONIO, TEXAS 78208
Telephone Number: () 210-497-2027
Fax Number: () 210-298-9770
E-mail Address: carlkeller@bgasales.com

2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:
Vertiv / Liebert equipment and service

3. Competition in providing the above named item(s) is precluded due to:

☐ A patent
☐ A copyright
☒ A secret process
☐ A monopoly
☐ It is a film
☐ It is a manuscript
☐ It is a book
☐ It is a utility service, including electricity, gas, or water
☐ It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

[Signature] GENERAL MANAGER 9-6-22
Signature of Authorized Official Title of Authorized Official Date

NOTARY USE ONLY

Subscribed and Sworn to before me this 6 day of

September, 2022, State of
TEXAS, County of BEXAR

[Signature]
Signature of Applicant

[Signature]
Signature of Notary Public





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.F.

DATE SUBMITTED: January 26, 2023

MEETING DATE: February 6, 2023

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Texas Manufacturing Assistance Center (TMAC) for Pharr International Bridge Strategic Planning Services. **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: On January 18, 2023, the Bridge Board approved the proposal from Texas Manufacturing Assistance Center (TMAC) for Strategic Planning services.
(PROJECT# 2223-70-510-IPQ057-001)

Fiscal Consideration: \$19,125 total.
50% before or on the first day of support.
50% on or before the last day of support.

Staff Recommendation: Authorization to approve proposal from Texas Manufacturing Assistance Center (TMAC) for Strategic Planning services for the Pharr International Bridge. TMAC Trusted Business Advisors (TBAs) will work together with the Pharr International Bridge management and assigned personnel to develop their Strategic Plan which will include the vision and mission statements, core values, priority areas, goals, KPIs, targets, and actions needed to accomplish their strategy.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Vanessa Guzman
Luis Bazan
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 1/26/2023
Approved - 1/31/2023
Approved - 2/1/2023
Approved - 2/2/2023
Final Approval - 2/2/2023



TEXAS MANUFACTURING ASSISTANCE CENTER (TMAC)
at
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY (UTRGV)

1201 W. University Dr. CRMF 1.301
Edinburg, Texas 78539
Telephone: (956) 665-7011
Fax: (956) 665-7079
Email: tmac@utrgv.edu

PROPOSAL FOR SERVICES	
Proposal Title:	Pharr International Bridge Strategic Planning Services
Project Manager:	Jesse Cano
Proposal No:	081522-01
Date:	August 15, 2022

Client:	Pharr International Bridge
Address:	9900 S. Cage Blvd., Pharr, TX 78577
County:	Hidalgo
Contact Person:	Anali Alanis, Assistant City Manager
Secondary Contact:	N/A
Phone:	956-402-4100 Ext. 1004
Fax:	N/A
Type of Business:	Government Entity
No. of Employees:	100+

The Texas Manufacturing Assistance Center (TMAC) at The University of Texas Rio Grande Valley (UTRGV) is pleased to submit the following proposal to the City of Pharr. The objective, scope, key tasks, as well as the estimated hours for the preparation, execution, and follow-up of events are outlined below.

BACKGROUND

TMAC at UTRGV is an affiliate of the Manufacturing Extension Partnership (MEP) program of National Institute of Standard and Technology. See TMAC's web page at www.utrgv.edu/tmac to learn more about TMAC South Texas.

TMAC at UTRGV has a successful history of assisting organizations in the application of Lean, Six Sigma, Strategic Excellence, Safety and other techniques through both onsite and online facilitation and training. Our approach is to encourage employee involvement to transfer knowledge so that improvements can be continued and sustained by the organization.

SCOPE OF WORK

TMAC Trusted Business Advisors (TBAs) will work together with the Pharr International Bridge management and assigned personnel to develop their Strategic Plan which will include the vision and mission statements, core values, priority areas, goals, KPIs, targets, and the actions needed to accomplish their strategy.

Note: Due to the current pandemic, if an in-person meeting is deemed necessary, TMAC and The City of Pharr will work together to take the appropriate measures such as practicing social distancing, wearing face masks that cover both the nose and mouth, meeting in a well-ventilated area and limiting the number of persons in the room to minimize risk of all participants.

TMAC Trusted Business Advisors will assist the Pharr International Bridge for a total amount of 75 hours per the project outline below. The hours will be split into online or in-person work sessions and scheduled accordingly with the Pharr International Bridge.

Note: Some of the project work hours will be utilized by TMAC Specialists in the office to prepare for work sessions, run analysis, generate reports, and complete any other tasks that will aid the progress and success of the project.

Project Outline (~75 hours):

- Assessing the Current State
 - Project Kick-Off
 - Identify team leads, supporting members, and stakeholders
 - Establish timelines and milestones
 - Expectations and deliverables
 - Environmental Scanning and Gathering of Information
 - External Environment – Benchmarking, PESTEL Analysis, and Voice of Customer (VOC)
 - Internal Environment – SWOT Analysis, IPO Map and VRIN Analysis
- Setting the Direction
 - Determine the Strategic Vision for the International Bridge (Stakeholder/Board Surveys)

- Define the Vision
- Define the Mission
- Define the Core Values (if applicable)
- Defining the Priority Areas
 - Determine and define the Strategic Objectives
 - Assign/Create KPIs and Targets
- Developing the Action Plan
 - Define the Goals for Strategic Objectives
 - Owners, KPIs, Targets
 - Create Actions for Goals
 - Owners, Performance Measures, Targets, Dates
 - Evaluate the Risk
 - Identify potential Risks
 - Develop Actions/Countermeasures (if needed)

Note: the proposed hours are an estimation based on the experiences of the Advisors and could be completed sooner or may require more time. If it is determined and/or requested by The City of Pharr that additional hours are needed to assist with deliverable(s), TMAC will do so and update the proposal accordingly with The City of Pharr's approval.

Project Deliverable:

- Project Report detailing results from the strategic planning phases i.e., environmental scanning, vision, mission, priority areas, goals, actions, performance measures, targets, and timelines.

CLIENT RESPONSIBILITIES

TMAC expects the Pharr International Bridge leadership team and participants to:

- Have all participants and/or be ready for the sessions.
- Keep interruptions to a minimum, emergencies only.
- Provide an adequate meeting space (if applicable).
- Actively participate during the sessions and discussions.
- Complete all prework, action items and/or assignments.

TIMELINE

Estimated completion of project, 8 - 12 weeks from initiation.

Note: project completion could be sooner or later from estimation depending on scheduled sessions, completion of tasks/assignments, and availability of the Bridge Strategic Planning Team.

LOCATION OF PLANNING SESSIONS

Work sessions will be executed via in-person or on-line depending on client preference and/or availability.

Project Investment

	<u>Amount</u>
City of Pharr International Bridge Strategic Planning Services (Approximately 75 Hours of Support)	\$22,500.00
Partner Discount	(\$3,375.00)

Investment: \$19,125.00

TERMS OF PAYMENT:

- All prices are in US dollars.
- Payment is due before or on the day of support, upon invoice received.
 - 50% before or on the first day of support
 - 50% on or before the last day of support
- Payment may be made by Bank Transfer, Purchase Order, Credit Card (Visa or MC), Money Order or Check* (*US dollars only)

This proposal is valid for 60 days after the date of issuance.

The cost for this project is \$19,125.00. If the scope of work or required effort changes during the course of the project, additional funding may be required with the City of Pharr's agreement.

TERMS AND CONDITIONS:

1. UTRGV will perform this quotation in accordance with client written instructions and or specifications.
2. If no written instructions or specifications were available, UTRGV will follow standard industry practices.
3. Any deviation or alternation from services quoted involving extra costs will only be executed upon receipt of written orders executed by client authorized representative and will become an extra charge over and above the quoted price.
4. All payments are due and payable per terms of this proposal. Invoices will be submitted per terms of payment and are due and payable within 15 days.
5. All prices are based on current costs and can only be revised by written agreement of both parties. UTRGV reserves the right to revise prices in case of major cost increases.
6. Upon request by UTRGV, client agrees to participate in a customer satisfaction survey conducted on behalf of the National Institute of Standards and Technology of the US Dept of Commerce.

7. Client shall be held accountable for payment of expenses incurred due to contract cancellations. A 20% fee before commencement of project and if project is in progress, an assessment of expenditures will be conducted along with the 20% cancellation fee.

Indemnification: CITY OF PHARR shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold The University of Texas Rio Grande Valley (UTRGV) harmless from liability resulting from the negligent acts or omissions of CITY OF PHARR, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement provided. However, that CITY OF PHARR shall not hold UTRGV harmless from claims arising out of the negligence or willful malfeasance of UTRGV, its officers, agents, or employees, or any person or entity not subject to CITY OF PHARR supervision or control.

Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law. The University of Texas Rio Grande Valley (UTRGV) and CITY OF PHARR shall use the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260. To attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

ACCEPTANCE OF PROPOSAL

The undersigned parties bind themselves to accept the terms and conditions specified above.

Representing Party

Performing Party

Ms. Anali Alanis
Assistant City Manager
City of Pharr

David Ortiz
Region Director
TMAC South Texas

Date: _____

Date: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.G.

DATE SUBMITTED: February 1, 2023

MEETING DATE: February 6, 2023

FROM: Olga Lerma, Administrative Assistant

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Benevate, Inc. dba Neighborly Software from Atlanta, GA for Neighborly Software's Comprehensive Housing, Economic and Community Development focus software for the amount of \$17,000.00. **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The department needs this software specifically designed to improve the efficiency of the program and meet regulatory compliance. Software is the only authorized system that ties in with HUD's Integrated Disbursement & Information system.

(Project# 2223-30-526-IPQ054-001)

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Olga Lerma
Cynthia Garza
Maritza Magallan
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 2/1/2023
Approved - 2/1/2023
Approved - 2/1/2023
Approved - 2/1/2023
Approved - 2/2/2023
Final Approval - 2/2/2023

BENEVATE, INC. d/b/a NEIGHBORLY SOFTWARE SAAS ORDER FORM

Customer Information	
Account Name: City of Pharr, TX	Initial Service Term: One (1) Year from Effective Date
Address: 118 S Cage Blvd., Pharr, TX 78577	
Billing Contact Name & Title:	Phone: 956-402-4190 Email:
Alternate Contact Name & Title:	Phone: Email:

PURCHASE SUMMARY

License Fees	Unit Price	Quantity	Annual Total
Administrative License Fee for One Year (Users 1-10)	\$2,400.00	5	\$12,000.00
Administrative License Fee for One Year (Users 11+)	\$1,800.00	-	\$0.00
Services Included: - Hosted Software to Administer Program(s) - Dedicated Client Success Manager - Technical Support (Monday – Friday: 8:00 a.m. to 8:00 p.m. EST) - Hosting/Security in Microsoft Tier IV Data Center - Data Storage, Backup, and Recovery			
Implementation Fees	Unit Price	Quantity	One-Time Total
Implementation of Programs	\$2,500.00	2	\$5,000.00
Services include System Configuration, Program Design, and Administrator Training for the following programs: - Single Family Owner Occupied Rehab - Public Services			
Subtotals			
Annual Subtotal (Licenses):			\$12,000.00
One-Time Subtotal (Implementation):			\$5,000.00
TOTAL:			\$17,000.00

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (“Agreement”) is entered into on this ____ day of _____ 2022 (the “Effective Date”) between Benevate, Inc., d/b/a Neighborly Software, a Delaware Corporation, with its principal place of business located at 3423 Piedmont Rd. NE, Atlanta, GA 30305 (“Company”), and the Customer listed above (referred to as the “City” or the “Customer”) (collectively referred to as the “Parties”). This Agreement includes and incorporates the above Order Form, the Terms and Conditions below, and Exhibits A - B attached hereto.

TERMS AND CONDITIONS

1. DEFINITIONS.

- a. “Authorized User” means those individuals designated and authorized by the Customer to use one of the purchased licenses to access the Software and Services, using his or her login credentials (email address and password), which may only be used by that single, named user.
- b. “Confidential Information” means all information, in oral, written, machine readable, sample or any other form, that either Party discloses (“Discloser”) to the other (“Recipient”) relating to the business of Discloser, whether furnished before or after the Effective Date of this Agreement, including, without limitation, information related to pricing, products, services, Customer Data, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.
- c. “Customer Data” means any non-public, personal information provided by the Customer to the Company to enable the provision of Services.
- d. “Documentation” means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company’s customers understand how to use the Software and Services.
- e. “License Fees” means the annual cost for the administrative license(s) enabling users to have access to the Software.
- f. “Professional Services” means non-standard customization and services available at an additional fee, including, but not limited to, data migration services, in-person trainings, Power BI services, geographical data services, non-standard professional developer services, etc.
- g. “Services” means standard implementation services, configuration of stated program(s) to allow for enrollment, qualification, administration and reporting, access to the Software, technical support services, hosting and security services, data storage, backup, recovery, and other services provided by the Company as described in the Order Form or this Agreement.
- h. “Software” means the proprietary web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the Services provided by Company, or its licensors identified on an Order Form and subsequently made available to Customer by Company in accordance with an Order Form or this Agreement.

2. SOFTWARE AND SERVICES.

- a. During the Term of this Agreement, Company will provide Customer access to, and use of, the Software, Services, and Documentation by enabling a portal for Customer to access through a web browser (the “Portal”).
- b. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer. In the event that the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement. This Agreement does not contemplate any IP rights beyond the terms provided herein.
- c. Company will make available to Customer all updates and any documentation for such updates to the Services. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

- d. **Service Levels.** Company will use commercially reasonable efforts to maintain the availability of the Services at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit “A” to this Agreement.
- e. **Technical Support.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. (“Support Hours”). Customer shall initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.
- f. **Data Storage.** All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- g. **Backup and Recovery of Customer Data.** Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time.

3. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation, or data related to the Services (“Software”); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); nor (iii) use the Services or any Software for timesharing or service bureau purposes.
- b. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing.
- c. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- d. At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified in the Order Form or as formally requested and approved, in writing, during the Term. Customer is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal access information under its control. Customer will notify Company immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal access information that may have occurred or is likely to occur.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. **Duty Not to Disclose Confidential Information.** In connection with the Agreement, Recipient, and its employees and agents, may have access to the Confidential Information of the Discloser. Recipient shall, and shall ensure that its employees and agents shall, keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this Agreement. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this Agreement, any Confidential Information of the Discloser, without the Discloser’s prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this Agreement. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. **Mandatory Disclosures.** In the event that Recipient is required by law, a binding order of a governmental agency, or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide the Discloser with prompt written notice (via e-mail that is acknowledged as received) to allow the Discloser an opportunity to appear and object prior to Recipient’s compliance with requested disclosure. The written notice shall provide Discloser with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by law, the court order, or governmental action.

- c. Customer shall own all right, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.
- d. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements, or modifications thereto, (b) any software, applications, inventions, or other technology developed in connection with implementation of services or support, and (c) all intellectual property rights related to any of the foregoing.
- e. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. PAYMENT OF FEES

- a. Payment Terms. Customer shall pay Company the fees listed in the Purchase Summary of the Order Form. An invoice for the fees will be sent to the Customer immediately following the Effective Date and are due within thirty (30) days from the date of the invoice.
- b. Addition of Licenses or Programs. During the Initial Service Term, the Customer may add additional licenses and/or programs for an additional charge. Additional CORE programs will be charged at the rate provided in the Order Form. Additional licenses will be charged on a pro rata basis.
- c. Change in Fees. Company reserves the right to change the fees listed in the Order Form at the end of the Initial Service Term or then-current renewal term. The Company shall provide the Customer with a Renewal Offer (via e-mail) based on the Company's then-current pricing, ninety (90) days prior to end of the Initial Service Term or then-current renewal term.
- d. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax-exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement).
- e. The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall immediately notify the Company in writing (via e-mail), upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement.

6. TERM AND TERMINATION

- a. Term and Renewal. Subject to earlier termination as provided below, the term of the Agreement shall commence on the Effective Date and shall cover the Initial Service Term as specified in the Order Form and shall automatically renew for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. The Company shall provide the Customer with a Renewal Offer (via e-mail) based on the Company's then-current pricing, ninety (90) days prior to end of the Initial Service Term or then-current renewal term.
- b. Termination for Convenience. The Customer may terminate this Agreement, without cause, by providing a thirty (30) day written notice to the Company. If the Agreement is terminated pursuant to this subsection, the Customer shall not be entitled to any refund for any unused portion of the term.
- c. Termination for Cause. This Agreement may be terminated by either Party for cause by providing written notice (via e-mail) to the other Party upon the occurrence of any of the following events (each, an "Event of Default"):
 - (i) If the other Party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under this Agreement;

- (ii) If the other Party materially breaches any material provision of this Agreement and fails to substantially cure the breach within ten (10) business days of receipt of written notice describing the breach; or
 - (iii) If the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other Party and not dismissed within sixty (60) days; provided however that in such event, termination will not require notice to the other Party.
- d. Effect of Termination. Upon the termination of this Agreement, Company shall disable the Company's website portal and provide the Customer with a final extract of the Customer Data via the Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) days from the date of the termination. The extraction and transfer of the Customer Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider).

Within thirty (30) days from the date of the final extraction and transfer of the Customer Data via the SFTP, the Company shall provide Customer with a Termination of Services and Final Data Destruction Agreement (the "Termination Agreement"), which will provide the details regarding termination of services and final data destruction, a sample copy of which is attached hereto as Exhibit "B". The Customer acknowledges and agrees that if the Termination Agreement is not executed and returned by the Customer within fifteen (15) days, the Company will follow the default process which provides for final destruction of Customer Data forty-five (45) days after the final extraction and transfer via the SFTP. The Customer is solely responsible for retrieving and storing the data provided via the SFTP. If the Customer fails to retrieve and store the data, there is no recourse as the data will have been permanently deleted forty-five (45) days after the final extraction and transfer via the SFTP. The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction. The Company will provide the Customer with a Certification of Data Destruction when the Customer Data has been permanently deleted in accordance with this subsection. This Section shall survive the termination of this Agreement.

7. WARRANTY AND DISCLAIMER

- a. Company Warranty. Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices ("Viruses") that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- b. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (i) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; and (iii) in the case of Personally Identifiable Information (PII), at Customer's sole election, notify the individuals whose PII was compromised as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legal requirement, within five (5) calendar days of the occurrence; and/or (iv) perform or take any other actions required to comply with applicable State law as a result of the occurrence.
- c. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE AND SERVICES. THE LIMITED

WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES.

8. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third party against the Customer for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Customer alleging that any Software or Services infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"), provided Company is promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Customer shall not settle or compromise such Infringement Claim without the express written consent of the Company.
- b. Company's indemnity obligation under this Section shall not extend to claims that arise from:
 - (i) An unauthorized modification of the Software or Services by Customer where the Software or Services would not be infringing without such modifications;
 - (ii) Customized portions of the Services designed in accordance with written specifications provided by Customer where the Software or Services would not be infringing but for Company's compliance with such written specifications;
 - (iii) The failure of Customer to install an update to the Software or Services provided by Company that would have avoided the actual or alleged infringement;
 - (iv) The combined use by Customer of the Software or Services with other components, products, or services not provided by Company where the Software or Services would not be infringing but for such combination; and/or
 - (v) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

9. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3(D) AND 8; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY INCLUDING BUT NOT BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE. EXCEPT FOR LIABILITY RESULTING FROM (1) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN PARAGRAPH 4; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN PARAGRAPHS 3(D) AND 8; OR (3) A PARTY'S WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE TERMS HEREIN.

10. INSURANCE

- a. During the course of performing its duties under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

11. VENUE

The parties agree that venue for purposes any and all lawsuits, cause of action, and/or other dispute(s) shall be in Hidalgo, Texas.

12. JURISDICTION

This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

13. DISPUTE RESOLUTION

With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions of Section 3 of this Agreement, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation and then, if mediation fails to resolve such dispute, by non-binding arbitration. Mediation and arbitration shall be conducted in a mutually agreeable location in accordance with the laws of the State of Texas. The mediation and arbitration shall be administered by the American Arbitration Association.

14. NOTICE

- a. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in this section. E-mail is the preferred method of notice. Any change of address, e-mail address, telephone number, or person to receive notice shall be made by notice given to the other Party.
- b. Addresses. Subject to change pursuant to this Section above, the addresses for notices are as follows:

For the Company:

Jason Rusnak
Benevate, Inc. (dba Neighborly Software)
3423 Piedmont Rd, NE
Atlanta, GA 30305
Phone: 703-864-7231
Email: Jason.Rusnak@NeighborlySoftware.com

Sarah Bohentin
Benevate, Inc.
Phone: 850-363-1717
Email: Sarah.Bohentin@NeighborlySoftware.com

For the Customer:

Name
Jurisdiction/Department
Address
Phone
Email

15. MISCELLANEOUS

- a. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- b. Waivers. No waiver of any provision of this Agreement or consent to any action shall constitute a waiver of any other provision of this Agreement or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or

commit a Party to provide a future waiver. Any provision of this Agreement may be waived only with the written consent of the Parties. Company may use Customer's name and logo in a list of customers section on its website.

- c. Entire Agreement & Amendments. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- d. Assignment. This Agreement is not assignable, transferable, or sub-licensable by either Party without the other Parties prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- e. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- f. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.
- g. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Texas.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

BENEVATE, INC.

CUSTOMER

By: _____

By: _____

Name: J. Jason Rusnak

Name: _____

Title: President, Benevate, Inc.

Title: _____

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software and/or Services.

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software or Services are unavailable due to the Company's planned maintenance and support of the Software or Services. Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by the Company pursuant to the Agreement, including, without limitation, any update designed, intended, or necessary to make the Software, Services, or Customer's use thereof compliant with applicable law.

2. Service Availability.

- a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

3. Technical Support.

- a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday - Friday. ("Support Hours").
- b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in Paragraph 4.
- c. Conditions for Providing Support. Company's obligation to provide Software or Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.

4. Ticket Resolution. Company will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

- a. Standard Ticket: Issue does not significantly impact the operation of the software or there is a reasonable

workaround available.

- (i) Response Metric: Neighborly Software will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
 - b. Priority Ticket: Software is usable, but some features (not critical to operations) are unavailable.
 - (i) Response Metric: Neighborly Software will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.
 - c. Emergency Ticket: Issue has rendered software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) Response Metric: Neighborly Software will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.
5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:
- a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;
 - b. between 96.9% and 93%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the License Fees for one month;
 - c. between 92.9% and 90%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the License Fees for one month;
 - d. Less than 90%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the License Fees for one month;
6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual Authorized User's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid License Fees under the Agreement when due.

EXHIBIT B

Sample Termination of Services and Data Destruction Agreement

This Termination of Services and Final Data Destruction Agreement is made as of **[Effective Date]**, by and between Benevate, Inc. d/b/a Neighborly Software, a Delaware corporation (the “Company”), and **[Full Legal Name]** (the “Customer”), collectively referred to as the “Parties.”

Pursuant to the Software as a Service Agreement, attached hereto as Exhibit “A” (referred to as the “Agreement”), the Company has housed the Customer Data (defined as any non-public, personal information provided by the Customer to the Company to enable the provision of Services).

1. The parties agreed to terminate the Agreement as of **[Date]** (Termination Date) and acknowledge and agree to the terms provided herein.
 - a. **Portal Disabled.** The Company disabled the Customer’s portal website on the Termination Date, restricting Customer’s ability to insert or alter any data in preparation for the final data extraction.
 - b. **Final Extraction of Customer Data.** Company completed a final extraction of the Customer Data and provided said data to the Customer on **[Date]** (**Final Extraction Date**), via the Secure File Transfer Protocol (SFTP).
 - c. **Loss of Access.** The Customer shall continue to have access to the Customer Data via the Secure File Transfer Protocol (SFTP) until **[Date]**, thirty (30) days from the Final Extraction Date.
 - d. **Customer Responsibility.** The Customer is solely responsible for retrieving and storing the data provided via the SFTP within this thirty (30) day period. If the Customer fails to retrieve and store the data, there is no recourse as the data will have been permanently deleted in accordance with subsection (e).
 - e. **Destruction of Data.** The Customer Data will be permanently deleted by the Company on **[Date]**, forty-five (45) days from the Final Extraction Date.
2. **Customer Acknowledgement.** The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction of the data as referenced above.

The parties have executed this Termination of Services and Final Data Destruction Agreement as of the date first above written.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.H.

DATE SUBMITTED: February 3, 2023

MEETING DATE: February 6, 2023

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Doctors Hospital at Renaissance, LTD. for wellness lab screening services. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: DHR will provide wellness screening services at a discounted rate for employees and their dependents at the Employee Annual Health Fair.

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 - 2/3/2023
Approved - 2/3/2023
Approved - 2/3/2023
Final Approval - 2/3/2023



Prior to submitting a contract for review and approval verify that (1) all information and exhibits have been thoroughly completed; (2) if the contract is over \$5,000.00, provide a copy to the Material Management Department for Capital Expenditures Committee approval; (3) attach the main contract document along with all attachments and exhibits; and (4) email documents to ton.herrera@dhr.rgv.com

QUESTIONS OR INQUIRIES ABOUT THE SUBSTANCE OR STATUS OF THE REVIEW OR APPROVAL OF THIS CONTRACT OR SOLICITATION SHOULD BE DIRECTED TO:

DHR Legal Department
n.herrera.@dhr-rgv.com or (956) 362-7363

**DHR HEALTH LABORATORY SCREENING SERVICES AGREEMENT
BETWEEN
DHR HEALTH
AND CITY OF PHARR**

This Agreement is effective the 17th day of February, 2023, by and between **Doctors Hospital at Renaissance, Ltd.** (hereinafter “DHR Health”), with its principal place of business located at 5501 S. McColl, Edinburg, Texas 78539 and **CITY OF PHARR** (hereinafter referred to as “Vendor”). DHR and Vendor may be individually referred to as a “Party” and collectively as the “Parties”.

Whereas, DHR Health is a general acute care hospital in Edinburg, Texas which operates a DHR Health Outreach Laboratories (“Center”) and as part of its wellness/disease screening and community wellness program is offering certain Wellness Lab Screening Services, as defined below, to local businesses;

Whereas, City of Pharr (Vendor) is a local government entity and, as a benefit to its employees, wishes to offer DHR’s Wellness Screening Services for employees at its local offices and desires to retain the services of DHR Health to provide such Wellness Lab Screening Services;

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PERFORMANCE EXPECTATIONS

DHR shall provide the following Wellness Lab Screening Services to employees of City of Pharr (Vendor):

*Women Screening: CBC, CMP, TSH, LIPID \$25.00

*Men Screening: CBC, CMP, LIPID, PSA \$25.00

DHR Health shall perform the Wellness Lab Screening Services on-site at Vendor’s business location: Development and Research Center 850 W. Dicker Rd. Pharr, Texas 78577 on the following date: February 17th, 2023 at times mutually agreed by the parties at least one (1) week prior to the aforementioned dates.

DHR Health Laboratory Outreach shall provide all staff and supplies necessary to complete the Wellness Screening Services. Vendor is responsible for promoting the on-site Wellness Lab Screening Services and for providing the Wellness Lab Screening Services appointments for City of Pharr (Vendor) employees. The estimated amount of time to complete each individual Wellness Lab Screening Service is fifteen (15) minutes.

Before participating in the DHR Health Wellness Lab Screening Services, Vendor employees may be asked to sign a release in a form that is at the sole discretion of DHR Health..

The parties understand and agree that the DHR Health Lab Wellness Screening Services are screening services only and in no way should substitute for the care and assessment of a physician. DHR Health shall submit the results of each City of Pharr (Vendor) employee’s Wellness Lab Screening Services to the City of Pharr Benefits Department Magaly Deleon Saldana or Claudia Galnares (Vendor) hand delivered to City of Pharr Human Resources located at 118 S. Cage Blvd. 4th floor Pharr, Texas 78577. Results will be individually placed in an envelope and sealed for employees can pick them up at mentioned location. However, DHR Health shall not be responsible for any interpretation or professional analysis of the tests or labs provided as part of the Wellness Lab Screening Services. DHR Health shall encourage all Vendor employees participating in the Wellness Lab Screening Services to follow up with their primary care physician for further evaluation and care after receiving their Wellness Lab Screening Services results from DHR Health.

II. PAYMENT

In consideration of the Wellness Lab Screening Services to be provided by DHR Health as described in Section I, Vendor shall pay DHR Health at the rate of Twenty and Five Dollars and 00/100 (\$25.00) for each Vendor employee that receives the Wellness Lab Screening Services as specified in this Agreement. DHR Health shall keep a log of all Vendor employees that receive the Wellness Lab Screening Services. Within ten (10) days Period, DHR Health Outreach Laboratories shall submit an invoice to City of Pharr (Vendor) evidencing all Wellness Lab Screening Services provided to Vendor employees and the total amount due by Vendor. Vendor shall pay DHR Health for such Wellness Lab Screening Services within thirty (30) days of invoice receipt.

III. LEGAL RELATIONSHIP OF THE PARTIES

The parties understand and agree that DHR Health is an independent contractor when providing services for City of Pharr (Vendor) under this Agreement. Neither DHR Health nor its agents or employees providing services under this Agreement are in any way associated with City of Pharr (Vendor) other than as independent contractor. Nothing in this Agreement or otherwise shall be interpreted to give either party an interest in the other or its business. Neither party is, nor shall be, the agent, legal representative, joint venturer, partner or employee of the other for any purpose.

IV. TERMINATION

This Agreement shall begin on the Effective Date written above and shall remain in effect for three (3) months, unless terminated earlier in accordance with the terms and conditions herein. This Agreement may be terminated at any time by mutual agreement of the Parties, or if not by such agreement, either Party may cancel this Agreement by giving thirty (30) days advance notice to the other Party.

The parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of carrying out its obligations under this contract. Each Party will obtain and maintain current and in force all licenses, certifications, authorizations and/or permits necessary to carry out its duties and responsibilities under this contract.

V. CONFIDENTIALITY

The Department of Health and Human Services has issued security and privacy rules implementing "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Each Party to this Agreement will comply with all final rules promulgated under HIPAA to the extent that they apply to services being provided, including and not limited to all federal, state and local laws and regulatory standards. The parties acknowledge and agree that any and all information about the other's business is confidential information and shall not, unless otherwise required by law, be duplicated, used, or disclosed unless specifically authorized in writing by the other Party.

VI. NO REFERRAL OBLIGATION

The parties expressly agree that nothing contained in this Agreement shall require Vendor to refer or admit (or influence the referral or admission of) any patients to, or order any goods or services from DHR Health or affiliates. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the provision against fraud and abuse in connection with the Medicare and Medicaid Programs.

VII. SEVERABILITY

In the event that any provision of this Agreement (other than a provision which involves the essence of the consideration for this Agreement) is declared invalid, unenforceable or void to any extent by a court of competent jurisdiction, such provision shall be modified, if possible, by reducing its duration and scope to allow enforcement of the maximum permissible duration and scope. In any event, such declaration shall not effect the remaining provisions and the Agreement shall be enforced as modified, as if such invalid clause had not been included.

VIII. AGREEMENT ACCEPTANCE

This Agreement, when signed and accepted by each Party shall constitute exclusively and entirely the Agreement between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes or additions to this Agreement will be recognized unless made in writing and properly executed by each Party.

IX. SIGNATORY

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute the Agreement either as an officer or an authorized representative

DHR Health

Doctors Hospital at Renaissance, Ltd.

City of Pharr

By: _____

By: _____

Printed Name: Susan Turley

Printed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Co-signatures: _____

Reviewed by
Legal Dept: C. Humphrey