



**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 5:00 P.M. ON
TUESDAY, NOVEMBER 3, 2015**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. 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 body.
- B) Pledge of Allegiance/Invocation.
- C) Public Comments. (Ordinance No. O-2015-28)
A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.

2. PROCLAMATIONS:

- A) Presentation of Proclamation proclaiming Veterans Day.
- B) Presentation of Proclamation proclaiming Class of 1966 Day.

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

- A) City Engineer's Report
- B) City Events of Interest
- C) Presentation of The Warren Group - Pharr Research & Development Center
- D) Presentation of UTRGV – Update on School of Medicine and MOU

4. **CONSENT AGENDA:** *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*
- A) Approval of Minutes for October 6, 2015 – Regular Called Meeting. (ADMINISTRATION)
 - B) Consideration and action, if any, on Ordinance establishing policies and procedures for the use and/or disposition of city property. (DEVELOPMENT SERVICES) – **Final Reading**
 - C) Consideration and action, if any, on request from St. Anne Church to close streets for their annual Fall Festival on Sunday, November 9, 2015 from 12:00 noon to 10:00 pm. (PUBLIC WORKS)
 - D) Consideration and action, if any, on PSJA Education Foundation Annual Gala for platinum sponsorship in the amount of \$5,000. (BRIDGE)
 - E) Consideration and action, if any, on request from TxDOT for Right of Way deficit balance due in the amount of \$6,900 for Sam Houston street improvements project (Cage to Veterans). (ENGINEERING)
 - F) Consideration and action, if any, accepting a balance amount of \$8,715.99 from TxDOT for Sam Houston Street improvements project (Cage to Veterans). (ENGINEERING)
 - G) Consideration and action, if any, on TRMI computerized toll system maintenance agreement for Pharr International Bridge. (BRIDGE)
 - H) Consideration and action, if any, on request from PSJA ISD to utilize Jose “Pepe” Salinas Civic Center on Tuesday, November 17, 2015 to celebrate “Parental Engagement Day”. (PARKS & REC.)
 - I) Consideration and action, if any, on request from Hidalgo County Head Start Program to utilize Jose “Pepe” Salinas Civic Center the week of April 10-14, 2016. (PARKS & REC.)
 - J) Consideration and action on Planning & Zoning Cases:

PUBLIC HEARINGS:

- 1. CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 600 North Jackson Road. CUP#131046

AGENDA REGULAR MEETING
NOVEMBER 3, 2015

PLATS:

2. Melden & Hunt Inc., representing Domain Development Corporation, Shavi Mahtani – Director; El Pato Mexican Food, LP, Terry Van Burkleo – Chief Executive; R.C.J.V. Development, Rick Caballero – Manager, are requesting preliminary and final plat approval of the proposed Amended Plat of Jackson Ridge Court Subdivision Phase III. The property is legally described as being a re-subdivision of 6.565 acres out of Jackson Ridge Court Subdivision Phase III, Pharr, Hidalgo County, Texas. The property is located at the 1000 Block of South Jackson Road. SUB#151023

REGULAR AGENDA – OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

- A) Consideration and action, if any, on Ordinance designating the City of Pharr – TIF Reinvestment Zone #2. (ADMINISTRATION) **(TABLED)**
- B) Consideration and action, if any, on Ordinance amending Ordinance O-2014-52, for the department of Development Services fee schedule. (DEVELOPMENT SERVICES)
- C) Consideration and action, if any, on Ordinance amending Ordinance #O-2006-39 decreasing members of the Tierra Del Sol Golf Club Advisory Board from nine (9) to seven (7) members. (PARKS & REC.)
- D) Consideration and action, if any, on Resolution appointing/reappointing nine (9) members to the Tierra Del Sol Golf Club Advisory Board. (PARKS & REC.) **(TABLED)**
- E) Consideration and action, if any, on Resolution submitting entitlement votes for candidate(s) to the Appraisal District Board of Directors 2016-2017. (ADMINISTRATION)
- F) Consideration and action, if any, on Resolution declaring expectations to reimburse expenditures with proceeds of intended future debt. (FINANCE)

6. ADMINISTRATIVE:

- A) Consideration and action, if any, on implementation of the Fraud Reporting Policy & Procedures. (FINANCE)
- B) Consideration and action, if any, on petition requesting a street name change (North Gay Drive to Los Unicos Street) within the corporate city limits of Pharr. (DEVELOPMENT SERVICES)
- C) Consideration and action, if any, awarding proposal for Employee Benefit Plans. (HR)

7. PURCHASING:

- A) Consideration and action, if any, on payment in the amount of \$158,934 to TxDOT for construction and engineering costs for the City of Pharr Bicycle Accessible Improvements project according to the advance funding agreement. (ENGINEERING)

8. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, on contract between the City of Pharr and Zambelli Fireworks Manufacturing, Co. for firework display on Saturday, November 7, 2015 in celebration of Veterans Day. (EVENTS CENTER)
- B) Consideration and action, if any, authorizing staff to negotiate contract to an entertainment group for HUB Phest on Saturday, April 2, 2016. (EVENTS CENTER)
- C) Consideration and action, if any, on Advance Funding Agreement Amendment #1 for the Intelligent Transportation System (ITS) at Pharr/Reynosa International Bridge. (ENGINEERING)
- D) Consideration and action, if any, on Advance Funding Agreement Amendment #2 for International Bridge Expansion improvements at Pharr/Reynosa International Bridge. (ENGINEERING)
- E) Consideration and action, if any, authorizing City Manager to negotiate contract with Prodigy Construction Management LLC. for construction management services for the PHFC Jackson Place Apartments Project. (ENGINEERING)
- F) Consideration and action, if any, authorizing City Manager to negotiate contract with Prodigy Construction Management LLC. for construction management services for the South Pharr Development and Research Center. (ENGINEERING)
- G) Consideration and action, if any, on agreement between City of Pharr and Pharr Community Theater (PCT) for theater productions and cultural programs. (ADMINISTRATION)
- H) Consideration and action, if any on agreement between City of Pharr and Active Networks for professional services at the Parks and Recreation Department. (IT)

9. **CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 4 - 8 in accordance with the following below:*

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

Pursuant to Section 551.072, the City 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 City 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 City 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 City 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 City may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

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

11. **ADJOURNMENT.**

AGENDA REGULAR MEETING
NOVEMBER 3, 2015

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 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 30TH day of October, 2015, at 6:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 30TH DAY OF OCTOBER 2015.



Hilda Pedraza

HILDA PEDRAZA, TRMC
CITY CLERK

_____ 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 _____, 2015 by,

Title: _____

WHEREAS, the 11th of November 1918, marked the end of the 'war to end all wars' and the cessation of the most destructive, sanguinary, and far reaching war in human annals and the resumption by the people of the United States of peaceful relations with other nations, which we hope may never again be severed, and provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical and academic skills; and

WHEREAS, it is fitting that the recurring anniversary of this date should be commemorated with thanksgiving and prayer and exercises designed to perpetuate peace through good will and mutual understanding between nations; and

WHEREAS, on June 1, 1954 Congress declared that Armistice Day should be Veterans Day to honor all who had served in all wars to preserve world peace and on October 8, 1954 President Dwight D. Eisenhower issued the first Veterans Day Proclamation; and

WHEREAS, to protect the Nation they love, our veterans stepped forward when America needed them most. In conflicts around the world, their sacrifice and resolve helped destroy the enemies of freedom and saved millions from oppression. In answering history's call with honor, decency, and resolve, our veterans have shown the power of liberty and earned the respect and admiration of a grateful Nation; and

WHEREAS, all of America's veterans have placed our Nation's security before their own lives, creating a debt that we can never fully repay. Our veterans represent the best of America, and they deserve the best America can give them; and

WHEREAS, I urge all citizens of Pharr to recognize the valor and sacrifice of our veterans through ceremonies and prayers.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim November 11th, 2015 as:

“Veterans Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 20th day of October 2015.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, the Pharr -San Juan –Alamo Class of 1966 will be celebrating their 50th class reunion on November 6, 7, and 8, 2015; and

WHEREAS, the City of Pharr recognizes the days of November 6, 7, and 8 of 2015 to observe the celebration of the reunion of the 1966 graduates; and

WHEREAS, the class of 1966 consisted of 272 graduates, 20 whom have already passed, and of the remaining 70 will be attending; and

WHEREAS, these graduates have travelled the globe and have visited and lived in many countries in the five continents including North America, South America, Europe, and Asia and have sailed over the Atlantic and Pacific oceans and seas including the Black Sea, Red Sea, Mediterranean, and Caribbean; and

WHEREAS, some of the graduates have distinguished themselves in stellar careers, from physicians, attorneys, nurses, educators, and business owners, to serving in the military, Commissioner of the Texas Education Agency and CEO of publishing company; and

WHEREAS, these graduates have come together in the spirit of reuniting to reflect upon the rich history of their high school years, and renewing their acquaintances and reminiscing with those they hold dear, their family and friends.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the 6th, 7th and 8th days of November 2015 as:

“Class of 1966”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 3rd day of November 2015.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

City Engineer's Report
November 3, 2015

Design Projects:

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road

Aldaña Engineering & Traffic Design has completed plans and specifications. Will receive bids on December 3, 2015.

City of Pharr Bicycle Accessible Improvements

Consultant has completed plans and specifications and submitted to TxDOT for review.

Jones Box Park – Pedestrian Bridge

Will begin to advertise for bids on November 4, 2015.

Navarro Street Roadway & Drainage Improvements

Final plans and specifications have been submitted. AT&T are reviewing plans for conflicts with the paving project.

Hi-Line Road

Plans have been submitted by Engineer for review. Trying to make contact with AT&T Legacy on the Fabric Optic line that is installed in the middle of the road and will be in conflict with the paving.

Owassa Road

Hopefully, the city will be issued the FONSI in order to begin acquiring Right of Way. Engineer has submitted 60% construction plans and is currently under review by TxDOT.

Wastewater Treatment Plant – Secondary Clarifier No. 2 Replacement

Project is currently under design.

Construction Projects:

Capote Industrial Park & Pharr/Las Milpas Industrial Park Street Improvements

Asphalt pavement is complete on Matador Drive. West Austin Street contractor is repairing existing concrete curb and gutter.

Contract Amount: \$1,669,716.80

Current Expenditures: \$1,494,887.98

Percent Completed: 86%

Northside Park – Special Needs

Yates Construction is completing the punch list.

Traffic Signal at Sugar & Sioux Road

The light is in operation.

Contract Amount: \$83,126.55

Current Expenditures: \$80,246.55

Percent Completed: 96.54%

Wastewater Treatment Plant – Secondary Clarifier No. 1 Replacement

Contracts have been signed with Associated Construction Partners, Ltd and a pre-construction meeting was held on March 27, 2015.

Contract Amount:	\$370,000.00
Current Expenditures:	\$ 43,700.00
Percent Completed:	12%



Northside Park – Special Needs



Sugar & Sioux Road Traffic Signal



Las Milpas/Pharr Industrial Park Street Improvements –Austin Drive



Capote Industrial Park Street Improvements –Capote Street & Toro Avenue



Wastewater Treatment Plant – Secondary Clarifier No. 1 Replacement

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, OCTOBER 06, 2015 AT 5:10 P.M.
118 SOUTH CAGE 2ND FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, October 06, 2015 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Edmund Maldonado, Jr.
Comm. Ricardo Medina
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Pro-Tem Oscar Elizondo

STAFF PRESENT:

Juan G. Guerra, City Manager
Edward Wylie, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
William Ueckert, City Engineer
Gary Rodriguez, Community Affairs Liaison
Karla Moya, Finance Director
Anali Cantu, Human Resources Director
Rodolfo Martinez, Municipal Judge
Javier Gonzalez, Asst. Police Chief
Carlos Mandujano, Acting Fire Chief
Melanie Cano, Development Services Dir.
Roy Garcia, Public Works Director
David Garza, Public Utilities Director
Sergio Alanis, Interim Parks & Rec. Dir.
Adolfo Garcia, Library Director
Roel Garza, Athletics Director
Roy S. Garcia, Boggus Ford Events Center
Luis Bazan, Director of Operations
Sergio Contreras, Interim PEDC Director

CITY ATTORNEY

Patricia Rigney, City Attorney

ITEM 1 CALL TO ORDER:

Mayor Hernandez called the meeting to order at 5:15 p.m. Roll Call established a quorum.

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

Comm. Carrillo moved to excuse Comm. Elizondo. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE / INVOCATION

Juan Guerra, City Manager, led in the pledge of allegiance and Pastor Magallan said the prayer.

C) PUBLIC COMMENTS. (ORDINANCE NO. O-2015-28)

No one signed-up for public comments.

ITEM 2 PROCLAMATIONS:

A) PRESENTATION OF PROCLAMATION PROCLAIMING PHARR PROFESSIONAL FIREFIGHTERS LOCAL FILL THE BOOT DAY

Mayor Hernandez read Proclamation proclaiming October 6, 2015 as Pharr Professional Firefighters Local Fill The Boot Day and presented proclamation to Carlos Mandujano and Jennifer Molina of MDA. Fire Chief Mandujano thanked the Commission for the recognition and spoke about the Fill the Boot Days in the past and the Fire Department participation.

At this time, Mrs. Molina presented the Fire Department with a plaque and thanked them for their contribution of approximately \$9,000 last year. Mrs. Molina also thanked the City of Pharr citizens and the City Commission for the proclamation.

B) PRESENTATION OF PROCLAMATION PROCLAIMING RED RIBBON WEEK

Mayor Hernandez read Proclamation proclaiming October 23 – 31, 2015 as Red Ribbon Week and presented proclamation to Joe Garza of Behavioral Health Solutions of South Texas, Officer Danny Garcia, and Officer Gilbert Garza from Pharr Police Department. Joe Garza further thanked City Commission for their continued support.

ITEM 3 CITY MANAGER'S REPORTS:

- A) City Engineer's Report
- B) City events of interest

Juan Guerra, City Manager, introduced the City Engineer's report and stated the City Engineer was available for any questions.

Comm. Guajardo requested status on Jones Box Park Pedestrian Bridge. City Engineer William Ueckert advised the Hidalgo County District No. 1 had already approved the application and stated the City would be going out for bids on this project.

Juan Guerra, City Manager, asked Mr. Ueckert to briefly comment on Item 7A – Capote and Las Milpas Parks Street Improvements.

Mr. Ueckert explained this project is to reconstruct several streets, one street would be in the Capote Industrial area and the second street is located in Las Milpas Industrial area. Mr. Ueckert further reported due to the recent rains, the water table has come up considerably in that area, which is usually 5 to 6 feet. Due to the raising of the water table, he stated they are having to reinforce the caliche base with lime to get base material more sturdy, this is why we they are asking to put some lime in that material.

Comm. Carrillo asked if there was a problem with the waterline when the Produce Park was being done. Mr. Ueckert responded yes, the water table was 5 to 6 feet but prior to the summer heavy rainfall.

There being no further questions, Juan Guerra, City Manager, introduced the City events of interest. He reported the Teen Read Week would be held October 18-25, 2015 and the WWII Veterans Commemoration would be held on November 12, 2015 at the Pharr Memorial Library. He further reported the Color Me Loco Fun Run was scheduled for Saturday, October 31, 2015 and a Red Ribbon Rally was scheduled for October 7, 2015 at the PSJA Stadium.

Juan Guerra, City Manager, reported the Miracle Kids of South Texas Fall Round-Up would be held at the Jose “Pepe” Salinas Civic Center on October 25, 2015 and the 2015 Fire Fest and Pharr Vision 2025, would be held on Saturday, October 24, 2015. Mr. Guerra also reported the Red Ribbon Parade was scheduled for Saturday, October 24, 2015 and the Fall Fest on October 31, 2015 at 100 W. Newcombe Avenue. He further reported the Community Awareness Police Enforcement (CAPE) neighborhood watch meetings and events would take place at the VIP Estates Apartments, on October 22, 2015 and Operation Clean Sweep would take place at Carmen Anaya Elementary, on Saturday, October 24, 2015.

Comm. Maldonado expressed his concern about the Jalapeno Golf Classic Tournament and asked if the Golf Course grounds were in good condition. Mr. Guerra acknowledged that the grounds were in good condition and the event was being held by the Hispanic Chamber of Commerce at Tierra Del Sol Golf Course.

Sergio Alanis, Interim Parks & Recreation Director, addressed the board and advised the greens at the golf course were good and the roughs and fairways were improving. He also stated they will be ready for event which was scheduled for Friday, October 16, 2015.

Comm. Maldonado also expressed concern regarding the Pharr International Bridge stating the devaluation of the peso has affected our economy and asked how traffic at the bridge was.

Luis Bazan, Interim Bridge Director, reported traffic has been consistent and he has not seen a change. He stated they have not received any emails nor received any complaints and we were in par with what all other ports were doing. He mentioned they were at \$3.50 per passenger vehicles and reported the level of traffic for cars was approximately 3,000 to 3,500 per day going southbound and commercial trucks continue to cross.

Mr. Bazan announced some good news they received today. He reported Bridge Consultant, Ezequiel Ordonez, and Fred Brouwen, Director of Operations, traveled to Guanajuato, Mexico and met with Taylor Farms. He stated Taylor Farms were having issues with Laredo port of entry and stated they were proposing to start crossing through our bridge. Mr. Bazan reported that would bring approximately 28 to 38 new commercial vehicles crossing northbound and southbound. Comm. Maldonado suggested that we offer them an incentive. Ms. Bazan advised they were considering this at their last Bridge Board meeting and what they offer is an incentive once a year to get them to cross through the Pharr Bridge.

ITEM 4 CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

- A) APPROVAL OF MINUTES FOR SEPTEMBER 8, 2015 – SPECIAL CALLED MEETING; SEPTEMBER 15, 2015 – REGULAR CALLED MEETING; SEPTEMBER 23, 2015 – SPECIAL CALLED MEETING; AND SEPTEMBER 23, 2015 – JOINT WORKSHOP SESSION (ADMINISTRATION)
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE PURCHASE AND DELIVERY OF CONSTRUCTION MATERIALS (TYPE D HMAC-LIMESTONE AGGREGATE, TYPE D COLD MIX-LIMESTONE AGGREGATE, TYPE F GRADE 3 CALICHE, CONCRETE MIX, REINFORCED CONCRETE PIPE, PAVEMENT MARKINGS) FOR PUBLIC WORKS ANNUAL USE FY2015-2016 (PUBLIC WORKS)
- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE 1ST YEAR – PHASE “A” STREET PAVING PROGRAM (ENGINEERING)

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF PEDESTRIAN BRIDGE AT JONES BOX PARK (ENGINEERING)

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR ENGINEERING SERVICES FOR THE ELECTRICAL SYSTEM AT THE PHARR AQUATIC CENTER IN CONJUNCTION WITH PSJA ISD (ENGINEERING)

F) CONSIDERATION AND ACTION ON PLANNING & ZONING CASES:

PUBLIC HEARING:

1. El Bucanero, L.L.C., requested a 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 1.765 acre tract of land, more or less, out of Lot 97, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located at 1209 East Nolana Loop. CUP#150953
2. La Fonda requested a 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 .07 acre tract of land, more or less, out of Lot 1, Jackson Ridge Court Subdivision Phase II, Pharr, Hidalgo County, Texas. The property is located at 1201 South Jackson Road, Suite 7. CUP#150954
3. Steve Spoor, P.E., representing Zuko Family Limited Partnership, requested a change of zone from an Agricultural and/or Open Space District (A-O) to a Limited Industrial District (L-I). The property is legally described as the East 20 acres of Lot 356, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 201 East Anaya Road. COZ#150956

PLATS:

4. Sam Engineering & Surveying, Inc., representing Matthew Camp, AIV, requested preliminary plat approval of the proposed Master Plan of RK Commercial Subdivision. The property is legally described as being a 10.90 acre tract of land being 9.64 acres out of Lot 17, and 1.26 acres out of Lots 18, Block 161, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located between the 1200 and 1600 Block of Interstate 2 E (US HWY 83). SUB#150715

Juan Guerra, City Manager, opened the public hearing. No one signed-up for public hearing.

Juan Guerra, City Manager, recommended approval on items 4A thru 4F(4) under the consent agenda.

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

Ordinance No. O-2015-48 is filed with the City Clerk's Office.

REGULAR AGENDA – OPEN SESSION:

ITEM 5 ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DESIGNATING THE CITY OF PHARR – TIF REINVESTMENT ZONE #2 (TABLED) (ADMINISTRATION)

Juan Guerra, City Manager, introduced the item and recommended the item remained tabled.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE AUTHORIZING AN INCREASE IN THE CLASSIFICATION OF POLICE OFFICERS FROM 104 TO 110 (POLICE)

Juan Guerra, City Manager, introduced the item and briefly stated this was in reference to the COPS grant received. He further recommended approval.

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

Ordinance No. O-2015-49 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING POLICIES AND PROCEDURES FOR THE USE AND/OR DISPOSITION OF CITY PROPERTY (DEVELOPMENT SERVICES)

Juan Guerra, City Manager, introduced the item and stated this is to assist in the use of city easements and disposition of city property. He further recommended approval.

Comm. Guajardo **moved** to approve the first reading of Ordinance. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING ONE (1) MEMBER TO THE PARKS & RECREATION COMMITTEE (PARKS & REC)

Juan Guerra, City Manager, introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION FOR NOMINATION OF (1) ONE PERSON TO THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY APPRAISAL DISTRICT (ADMINISTRATION)

Juan Guerra, City Manager, introduced the item.

Comm. Guajardo **moved** to table item. Comm. Medina seconded the motion and when put to a vote, it carried by majority vote of five (5) ayes and one (1) nay. Comm. Maldonado voted against the motion.

ITEM 6 ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PHARR POLICE DEPARTMENT TO PARTICIPATE IN THE SECURE BALLISTIC DISPOSAL AND RECYCLING PROGRAM WITH FIBER BROKERS INTERNATIONAL, LLC. (POLICE)

Juan Guerra, City Manager, introduced the item and stated this was to dispose bulletproof safety vests and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, APPOINTING VOTING DELEGATE AND AN ALTERNATE TO CAST THE CITY'S VOTE AT THE NATIONAL LEAGUE OF CITIES ANNUAL BUSINESS MEETING ON SATURDAY, NOVEMBER 7, 2015 (ADMINISTRATION)

Juan Guerra, City Manager, introduced the item and recommended appointing Comm. Medina and Comm. Guajardo as they will be attending the National League of Cities Annual Business Meeting.

Comm. Carrillo **moved** to appoint Comm. Medina as voting delegate and Comm. Guajardo as alternate. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING RAINBOW RGV COMMUNITY PARTNERS TO UTILIZE JOSE "PEPE" SALINAS CIVIC CENTER'S LARGE HALL ON SATURDAY, DECEMBER 19, 2015 (PARKS & REC.)

Juan Guerra, City Manager, introduced the item and called upon Sergio Alanis to speak on the item.

Sergio Alanis, Interim Parks & Recreation Director, advised PSJA School District requested to use the large hall free of charge. He stated the City has several Interlocal agreements with the school district to utilize the Auditorium for the summer plays as well as the basketball courts.

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

**D) SUBMISSION OF APPROVED CITY OF PHARR BUDGET FY2015-2016
(FINANCE)**

Juan Guerra, City Manager, introduced the item and presented the approved budget. He stated the budget document would be located at the City Clerk's office and at Pharr Memorial Library.

ITEM 7 PURCHASING:

A) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER #2 IN THE AMOUNT OF ADD \$120,682.50 AND ADDITIONAL 40 CALENDAR DAYS FOR THE CAPOTE AND LAS MILPAS PARKS STREET IMPROVEMENTS PROJECT (ENGINEERING)

Juan Guerra, City Manager, introduced the item and recommended no action.

B) CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR SLUDGE MANAGEMENT SERVICES FOR THE WATER TREATMENT PLANT AND WASTEWATER TREATMENT PLANT (UTILITIES)

Juan Guerra, City Manager, introduced the item and recommended approval.

Comm. Medina **moved** to award the bid to Denali Water Solutions. Comm. Bracamontes seconded the motion and when put to a vote, it carried unanimously.

ITEM 8 CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING HUMAN RESOURCES AND FINANCE DEPARTMENTS TO NEGOTIATE CONTRACT WITH THE HAYGROUP FOR OTHER POST-EMPLOYMENT BENEFITS (OPEB) LIABILITY ANALYSIS (FINANCE)

Juan Guerra, City Manager, introduced the item and stated the Hay Group has done the analysis in the past, which is done every two years, and the total cost is \$9,500. He further recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, ON PROFESSIONAL SERVICES AGREEMENT WITH CATHY B. JONES, CPA, CIA, CFE, CRMA FOR INTERNAL AUDIT SERVICES (FINANCE)

Juan Guerra, City Manager, introduced the item and recommended approval of contract for an additional sixty (60) days.

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

C) CONSIDERATION AND ACTION, IF ANY, ON LETTER OF INTEREST WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. FOR ENERGY AND SUSTAINABILITY SERVICES (ADMINISTRATION)

Juan Guerra, City Manager, introduced the item and stated the evaluation would be at no cost to the city and would identify opportunities to minimize energy consumption. Mr. Guerra further recommended approval.

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

D) CONSIDERATION AND ACTION, IF ANY, AWARDED PROPOSAL FOR RESTAURANT OPERATION SERVICES AT THE BOGGUS FORD EVENTS CENTER (EVENTS CENTER)

Juan Guerra, City Manager, introduced the item and called upon Roy Garcia, Community Events Director, to speak on this item.

Roy Garcia, Community Events Director, addressed the board and reported this first came into play two years ago when the naming rights of Events Center was being negotiated. He stated they contracted Legends to do an analysis on the value of the naming rights, to include signs inside the venue and the restaurant area. Mr. Garcia further stated the City went out for bids a year ago and Costa Mesa was the winning bid at \$20,000 per year but did not recover the \$20,000 they spent with the City of Pharr.

Roy Garcia, Community Events Director, further stated this year the City went out for bids again and staff met with Palenque Grill and Costa Mesa, but Costa Mesa was the only one that submitted a bid. Mr. Garcia stated this year they had some additional conditions; those being they would be exclusive food wise at \$20,000 per year would be exclusive with food items inside venue. He also stated that on concession sales the City makes an average of \$12,000 throughout the year so we would be ahead at \$20,000 a year.

Comm. Carrillo express concern with the condition where Costa Mesa would be utilizing the venue at their disposal one time a year and did not agreed with that condition and asked Mr. Garcia to clarify condition. Mr. Garcia stated Costa Mesa wanted to meet with City Manager and himself to discuss all City discounts on any City

event or catering if needed. He stated he provided Costa Mesa a number of ticketed events and non-ticketed events and this is how this condition was calculated.

Mayor Hernandez asked what the fee schedule for Events Center was. Roy Garcia stated for a ticketed event the average cost was \$2,000 to \$5,000 and for a non-ticketed event it was \$10,000. He stated Cost Mesa was giving us a guaranteed \$20,000 a year for a (3) three year contract. Mr. Guerra recommended exclusion of the one free day event.

Comm. Medina asked if there was a 10% profit included as well. Mr. Garcia stated there was additional 10% revenue for non-ticketed events for what they charge for catering services.

There being no other comments, Comm. Carrillo **moved** to approve. Comm. Medina seconded the motion, when put to a vote, it carried unanimously.

E) CONSIDERATION AND ACTION, IF ANY, ON REIMBURSEMENT CONTRACT BETWEEN CITY OF PHARR AND PHARR ECONOMIC DEVELOPMENT CORPORATION FOR THE PHARR PRODUCE DISTRICT SUBDIVISION PHASE 1 (PEDC)

Juan Guerra, City Manager, introduced the item and briefly stated this was for reimbursement to the City for infrastructure improvements at the Produce Park District Subdivision of approximately \$11,300 per acre. He further recommended approval.

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

F) CONSIDERATION AND ACTION, IF ANY, ON OCCUPANCY AGREEMENT WITH PHARR INTERNATIONAL SERVICES LLC. (LEGAL)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

ITEM 9 LEGAL:

A) CONSIDERATION AND ACTION, IF ANY, ON COMPROMISE, RELEASE AND INDEMNITY AGREEMENT WITH PHARR INTERNATIONAL SERVICES (LEGAL)

Juan Guerra, City Manager, introduced the item and recommended approval.

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

At this time, Mayor Hernandez, stated they would deviate to closed session. There was no objection.

ITEM 10 CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 3 - 9

Mayor Hernandez stated the time being 5:52 pm; the Board of Commissioners would be entering a 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 thru 551.087.

ITEM 11 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION

Mayor Hernandez stated the time being 6:02 pm; the board had completed its closed session and would be resuming the open meeting.

ITEM 12 ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo moved to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:03 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 6th DAY OF OCTOBER, 2015 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.

MINUTES: REGULAR CALLED MEETING
OCTOBER 6, 2015

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

MEMORANDUM

DATE: OCTOBER 06, 2015

TO: MAYOR AND CITY COMMISSION



FROM: JUAN GUERRA, CITY MANAGER

THROUGH: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: NEW CHAPTER TO THE CODE OF ORDINANCES – USE AND/OR DISPOSITION OF CITY PROPERTY

ISSUE

To adopt a new chapter to the Code of Ordinance, setting out policies and procedures for the use, and/or disposition of City Property, including interjurisdictional agreements, permits, leases, licenses and sales, to the Code of Ordinances of the City of Pharr, Texas.

FINANCIAL CONSIDERATION

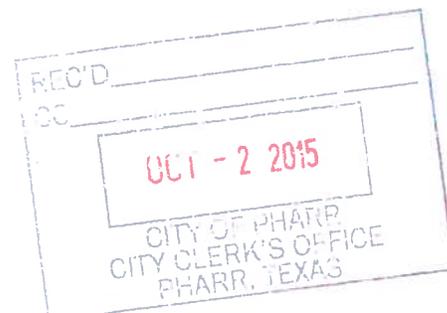
There will be no cost to adopt the ordinance.

STAFF RECOMMENDATION

In order to remain consistent with the City's continuing efforts to establish timely, efficient and effective policies and procedures for the delivery of services to our customers, Planning Staff is recommending approval to adopt the ordinance to establish policies and procedures for the use and/or disposition of City Property.

Please feel free to contact me should the need arise, I am at extension 1408.

THANK YOU



ADOPTING A NEW CHAPTER TO THE CODE OF ORDINANCES, SETTING OUT POLICIES AND/OR PROCEDURES FOR THE ACQUISITION, USE, AND/OR DISPOSITION OF CITY PROPERTY, INCLUDING INTRAJURISDICTIONAL AGREEMENTS, PERMITS, LEASES, LICENSES, AND SALES, TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING FOR APPLICABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION 1: A new chapter is added to the Code of Ordinances of the City of Pharr, Texas to read as follows:

Chapter 139: Acquisition, Disposition and/or Use of City Property

Sec. 139.1- PURPOSE AND INTENT

In order to remain consistent with the City's continuing efforts to establish timely, efficient and effective policies and procedures for the delivery of services to our customers, the City Commission finds that the creation of a new chapter of the City Code of Ordinances is necessary to consolidate various policies and procedures regarding the acquisition, disposition and/or use of City property.

Sec. 139.2 – DEFINITIONS

Words and phrases used in this chapter shall have the meanings set forth in this section, unless the context of their usage clearly requires otherwise. Words and phrases which are not defined in this chapter but are defined in other ordinances of the City of Pharr shall be given the meanings set forth in those ordinances. When not inconsistent with the context, words used in the present tense shall include the singular number (and vice versa); words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). Headings and captions are for reference purposes only. Other words and phrases shall be given their common, ordinary meaning unless the context clearly requires otherwise.

- a) *City* means the City of Pharr.
- b) *Director* means the director of the department responsible for the applicable duty.
- c) *Easement* means an interest in land granted to the City, to the public generally, and/or to a private utility corporation.
- d) *Encroachment* means any intrusion from abutting property of other use of City property, whether the property is owned in fee or by easement.

- e) *Petition* means a written request by a petitioner for rights or privileges under this chapter. The petition may be in letter form and must state the location of the affected City property and the purpose and scope of the proposed use or disposition of the property. The petition must further include such attachments and additional detail as the director may require.
- f) *Petitioner* is defined as a person requesting a right or privilege governed by this chapter. More than one person may combine as one Petitioner, but in such case each is jointly and severally liable for the obligations of the Petitioner.
- g) *Public right-of-way* means a strip of land used or intended to be used, wholly or in part, as a public street, alley, crosswalk, sidewalk, or drainage way.
- h) *Real property* as used in this chapter REAL PROPERTY includes any estate in land, easement, right-of-way, lease, permit, license, franchise, future interest, building, fixture, or any other right, title or interest in land or a building.

Sec. 139.3 – GENERAL PROVISIONS

- a) No one may use public right of way or other property in which the City has an interest, whether in fee or easement, in a way governed by this chapter without acquiring rights under the relevant section. Nothing in this chapter requires a permit, license, or other document for approved utilities to place their facilities in streets or alleys as otherwise permitted by law.
- b) The director may require recording of instruments granting rights under this chapter in the official public records of real property of the county in which the land is situated. Petitioner must pay the recording cost.
- c) Except as otherwise provided, the director may approve a permit or right of entry under this chapter without City Commission action, if the permitted use conforms to the requirements of this chapter.
- d) Except as expressly stated, this chapter delegates no authority to approve, without action from the City Commission, leases and license agreements, including renewals or continuations of rights previously granted. But nothing in this chapter impairs a delegation of authority outside this chapter.
- e) Any city officer to whom authority is delegated under this chapter may further delegate that authority to subordinates. Authority to bind the city to a contract may not be delegated below the level of director, unless the delegation is made personally by the city manager or a deputy or assistant city manager. All delegations must be in writing. Despite the foregoing, the city official to whom authority is delegated to for real estate may sign and bind the City to all contracts, deeds, and other documents and instruments part of real estate transactions approved by the City Commission.
- f) Permits have indefinite duration but may be terminated by action from the City Commission. Licenses have stated durations and are terminable according to their terms. Neither permits nor licenses under this chapter create property rights and no permittee or licensee is entitled to compensation for revocation of a permit or license.
- g) Permits will require the following information:
 - 1) The City's identity as the issuing authority.

- 2) The identity and address of the permittee.
 - 3) Legal description of the affected city property.
 - 4) The scope of the activity permitted.
 - 5) The permit's indefinite duration. (subject to revocation by City Commission)
 - 6) Any special conditions imposed under this ordinance. Permits should be signed on behalf of both the city and the petitioner and be in recordable form. Permits should be recorded in the real property records of the county in which the affected city property is located, but failure to record does not destroy the effectiveness of the permit.
- h) All construction, excavation, and placement of utilities or other facilities in public rights of way are subject to regulation.
- i) When fair market value must be determined under this chapter, the following procedures apply:
- 1) A director may require that an independent professional appraisal be obtained. In such case, Petitioner and the city will jointly select the appraiser, if they can agree. If they cannot promptly agree, city selects the appraiser. In either case, petitioner pays for the appraisal. Except as otherwise stated in a particular section, independent professional appraisals are of the fee simple interest in the affected land, according to its highest and best use.
 - 2) Alternatively, and at the Director's discretion, a director may rely on an average of the per-square-foot Hidalgo County Appraisal District assessed values in the vicinity. If the property being appraised does not have structures, the director should consider only land values, not improvement values.
 - 3) In choosing between requiring a formal appraisal or relying on Hidalgo County Appraisal-assessed values, a director should balance whether the probable cost of a formal appraisal is disproportionate to the probable value of the affected property. Streets and alleys must be appraised not as rights of way but as if marketable fee-simple title to the affected property were in private hands and the city were condemning it for public-street right of way. Appraisals of other strips or oddly configured parcels must not be discounted because of the parcels' configuration.
- j) Those receiving rights under this chapter must maintain in good repair and condition any structure, covering, or appurtenance and the accompanying structural members extending over, under, or on public rights of way, drainage, or utility easement, or other city property. No such encroachment may be a nuisance or safety hazard. All such encroachments, when built, rebuilt or renovated, must conform to the latest edition of the International Building Code and other applicable building discipline codes.
- k) Grants of rights under this chapter do not relieve petitioner of any other approvals, permits, or licenses that may otherwise be required. **No permit or license should be granted under this chapter if the proposed use would impair the primary public purpose of the affected public right of way or other city property.**
- l) Property owners may install and maintain mail boxes conforming to U.S. Postal Service regulations without a permit or license under this chapter.
- m) Before granting or recommending granting rights under this chapter, the director may canvass

some or all interested city departments. Utility agencies, and registered neighborhood associations in the vicinity. Based on comments received, the director may impose or recommend imposing special terms as a condition of approval.

- n) Responsibilities allocated to a city department in this chapter automatically succeed to any other department into which the designated department or the relevant function of that department is reorganized.
- o) Nothing in this chapter impairs an otherwise applicable requirement to seek Planning commission approval of a proposed transaction.
- p) All fees under this chapter are waived for governmental petitioners other than utility agencies. This waiver does not include requirements to pay out of pocket costs or to pay fair market value for property interests.
- q) Except as may be specifically provided as to a particular fee, all processing and other fees and charges provided for in this chapter are non-refundable.
- v) No petitioner seeking rights under this chapter may acquire such rights before paying in full for all previously obtained rights of the type governed by this chapter.

Sec. 139.4 – PERMITS FOR ENCROACHMENTS ONTO PUBLIC STREETS OR ALLEYS

- a) Petitions for permits for encroaching on public streets or alleys from owners of abutting property or from property-owner associations must be submitted to the Director of Development Services or designee. If an encroachment is specifically addressed in another section of this chapter, the more specific section applies. Petitions must be accompanied by a non-refundable \$100 processing fee. The director may process permit requests and may establish terms and procedures to carry out this section. Permits under this section may be issued by the Director without specific City Commission action to an owner of property abutting the right of way to be encroached upon or to a property-owners association seeking to improve nearby right of way.
- b) Encroachments eligible for permits under this section are not limited to structures primarily on private property abutting public streets or alleys, but also include irrigation systems, non-commercial signs and structures for such signs and other independent installations otherwise meeting the requirements of this section.
- c) Any encroachment obstructing public passage, utility facilities, or other uses of public streets or alleys is ineligible for a permit.
- d) The property owner or petitioner shall make an application on a form prescribed by the city and such application shall provide a list of requirements for submittal.
- e) Petitioner must pay a \$500 permit fee when the permit is issued. The director may specify the construction, characteristics, quality, and placement of abutting encroachments. The City Commission may require relocation or removal of an encroachment when appropriate for the efficient use of the public street or alley. The Petitioner is responsible for the cost associated with relocation or removal.
- f) The only mechanism to provide rights more secure than a permit that the city can provide is a

release of the city's right-of-way interest in the affected property. A petitioner insisting on rights more secure than a permit may request the director to present to City Commission a request for such a release upon paying a \$100 application fee. The director should present the request to the City Commission without recommendation and inform the Commission that the request is a deviation from normal processes. If the City Commission approves the release, the petitioner must also pay the city an amount equal to what the city would pay if the affected property were in private hands and the city were acquiring it for street right-of-way.

Sec. 139.5 – GOVERNMENTAL-RELATED AGREEMENTS

- a) Petitions for inter-jurisdictional agreements or joint use agreements by other governmental jurisdictions and by utility agencies for use of City property must be submitted to the director of Development Services.
- b) The director may process requests and may establish forms and procedures to carry out this section and may charge a \$500 processing fee. Agreements under this section must either be recorded or described in a recorded memorandum of agreement. For the purposes of this section, City property does not include utility easements or public streets or alleys that utility agencies are otherwise permitted by law to use. Nothing in this section alters the rights and obligations of the City and utility agencies in street repairs, widenings, and rerouting.
- c) As to City fee-owned property, if petitioners pay fair market value for the property used, their rights are governed by this section. All petitioners other than utility agencies must apply under this section. Rights granted under this section have indefinite duration and may be terminated only by action of City Commission.
- d) The area subject to the agreement must be as wide as reasonably necessary to maintain the line, but not less than 10 feet. For the purpose of calculating the payment due, the minimum licensed area is 600 square feet.
- e) As to City fee-owned property, if petitioners do not pay fair market value for the property used, their rights are governed by this section. Rights granted under this section have indefinite duration and may be terminated only by action of city commission. If city commission terminates a utility agency's rights under an agreement subject to this section, the utility agency must, at its own expense, find an alternate place for its facilities and remove and relocate the facilities.
- f) As to property in which the City owns only an easement, the Petitioner need not pay more than the processing fee provided for above. The agreement may impose limitations on the proposed use to assure city easement rights are not interfered with and is terminable only if the use interferes with City's easement rights.
- g) No agreement under this section grants the right to trespass on or otherwise use property in which person's other than the city have an interest. When the City does not own the fee or another owns an easement, petitioner must get consent from the owner of all non-City interests.

Sec. 139.6 - USE OF CITY EASEMENT PROPERTY BY PRIVATE PROPERTIES

- a) Petitions for use of property over which the City owns an easement, other than by the owner of the fee underlying an easement, must be submitted to the Director of Development Services or designee. The director may process requests and may establish forms and procedures to carry out this section. This section does not apply to public street, alley, sidewalk, plaza, or other public area easements.
- b) Petitioner need pay only an administrative fee of \$500. The agreement may impose limitations on the proposed use to assure city easement rights are not interfered with. Rights under an agreement subject to this section have indefinite duration, and they may be terminated only if the use interferes with City's easement rights.
- c) A director may, without City Commission action, approve agreements conforming to this section and not impairing the City's rights in the affected property. Termination may be by the director without council action. One whose rights are terminated by the director may appeal to the City Commission by sending written notice of such appeal to the director. The director must then act with reasonable dispatch to put the appeal on City Commission's agenda. One appealing a termination is responsible for monitoring upcoming City Commission agenda to learn when the Commission will take the appeal up.
- d) No agreement under this section grants the right to trespass on or otherwise use property in which persons other than the city have an interest. Petitioner must get consent from the owner of all non-City interests.
- e) Owners of the fee underlying city easements need not apply for rights under this chapter. In no event may an underlying owner's use of the fee impair the City's easement rights.

Sec. 139.7- FIBER OPTIC LICENSES

- a) Petitions by telecommunications providers to install fiber optic cable, conduit, and related facilities on city right-of-way or other city property must be submitted to the Director of Development Services or designee. The director may process requests and may establish forms and procedures to carry out this section. The non-refundable fee for each fiber optic license is \$3,500. This section does not apply to a certified telecommunications provider licensed by the Texas Public Utility Commission that is providing retail telecommunications service within the City and does not include public right-of-way that is a drainage easement unless the City also owns the underlying fee interest.
- b) Fiber optic licenses have 5 year terms.
- c) The annual fee for use of public right-of-way for the purpose of installing aerial and/or subterranean fiber optic facilities is based on the fair market value of the right-of-way used by the petitioner. The licensed area must be as wide as the petitioner will reasonably need to maintain the licensed facilities, but not more than 20 feet. Notwithstanding section 139.3(i), the director in his discretion may utilize internal staff or engage an independent professional consultant to conduct an appraisal of the right of way subject to the license, based on the appraised values of adjoining properties as assessed by the Hidalgo County Appraisal District. The petitioner will be responsible for paying the right-of-way appraisal separate from the processing fee. The director will determine the fair market value on a per-linear-foot basis of the right-of-way area associated with the petitioner's network footprint. The usage fee for the first year of the license will be determined by multiplying the per linear foot fair market value by the total number of square feet of right-of-way.
- d) The licensing fee will authorize the petitioner to install fiber facilities on the City right-of-way, but

does not grant the authority to use poles or other infrastructure of the City or utility agencies. The director may require a petitioner to sign and deliver an agreement setting out the applicable license fee and conditions imposed by city departments and utility agencies. When reasonably conducive to the efficient use of the property on which fiber facilities are located, the director may require licensee to relocate the fiber optic facilities, including conduit, at licensee's expense.

- e) Following termination of the license for any reason, licensee must remove or otherwise dispose of the fiber facilities at its own expense within 60 days. Failure to take this action will result in the fiber facilities being considered abandoned and the property of the City.

Sec. 139.8. Licenses for Petrochemical Pipelines on City Property.

- a) Uses of public right of way or other city property for petrochemical pipelines must be licensed under this section. Petitions for such licenses must be submitted to the director of Development Services. The director may process licenses, requests and may establish forms and procedures conducive to carrying out this section.
- b) The non-refundable license processing fee for each petition is \$5,000.
- c) Except as provided below, the license fee for the first year of a pipeline license is the fair market value of the licensed area. The fee for each succeeding year is the previous year's fee multiplied times 1.04. Licenses do not exceed 10 years.
- d) The licensed area must be as wide as the petitioner will reasonably need to maintain the pipeline, but not less than five feet. For the purpose of calculating the fee, the minimum licensed area is 300 square feet.

Sec. 139.9 - Closure, Vacation, and Abandonment of Public Right of Way.

- a) Petitions for closure, vacation, and abandonment of public streets or alleys must be submitted to the director of Development Services. The director may process requests and may establish forms and procedures to carry out this section.
- b) Petitioner must demonstrate ownership of each abutting property and must submit at least a standard land survey with field notes for each abutting-property owner's portion of the affected public rights of way. All owners of abutting property must consent to the action under this section. The consent must be in writing and may be by quitclaim deed. Unless Petitioner demonstrates that City owns the right of way in fee, City will assume the right of way exists by easement.
- c) Fees for closures, vacations, or abandonments are:
 - 1) A non-refundable processing fee of \$300, and
 - 2) The fair market value of the right-of-way segment being closed, vacated or abandoned.
- d) The director may require a petitioner to sign and deliver an agreement setting out the applicable closure fee and conditions imposed by city departments and utility agencies.
- e) Not later than 10 days before the Planning and Zoning Commission takes up a proposed closure,

vacation, or abandonment, the director must cause signs to be placed at or near the public right of way to be closed. The signs must state the proposed action and the location and dates of the planning commission and city council action and must remain in place until city council acts on the petition. Signs need not be erected for undeveloped ("paper") public right of way or for slivers not affecting the path of public travel. In addition to the processing fee, the director may require a petitioner to deposit up front the reasonable cost of procuring, installing, and removing the signs.

- f) Not later than 10 days before the Planning and Zoning Commission takes up a proposed closure, vacation or abandonment, the director must cause letters to be sent out to the persons the director reasonably believes to be owners of all tracts within 500 feet of any portion of the affected right of way. In determining ownership of tracts, the director need not inquire further than the ownership listings by Hidalgo County Appraisal District. Letters need not be sent for paper public right-of-way or for slivers not affecting the path of public travel.
- g) Closing, vacating, and abandoning public right of way must be approved by ordinance. Opposition by neighborhood groups may be considered by Planning and Zoning Commission and City Commission, but such opposition is not a basis for the director to fail to process a petition.

Sec. 139-10 - Sale of Surplus Real Property.

- a) Petitions for the sale of all city surplus property must be submitted to the Director of Development Services, unless another department is responsible for the property. The director may process requests and may establish forms and procedures to carry out this section.
- b) Except for property that *is* the responsibility of other departments, the director of Development Services is responsible for the disposition of all city-owned real property deemed surplus to the city's needs, as established by a canvassing of city departments and agencies.
- c) Surplus status may finally be determined only by city council, upon the recommendation of the planning commission, and only city council can authorize sales. All sales of surplus property must conform to law.
- d) The non-refundable processing fee for a private request to canvass a particular city-owned property for designation as surplus for disposition purposes is \$815, unless initiated by a department director or assistant director.

Sec. 139-11 - Wireless Communications Towers on City-Owned Property.

- a) The following definitions apply to this section:

City tower means a wireless communications tower on city-owned property.

Provider means any person that erects a city tower other than the City.

Collocator means any person, other than a provider, that installs wireless antennae facilities on a city tower.

- b) Petitions for the right to erect a city tower or collocate antennae facilities on a city tower must be submitted to the director of the Development Services Department. The director may process requests and may establish forms and procedures to carry out this section. Tower leases and

collocation licenses are for 10-year terms.

- c) The City may lease space for the erection of city towers. When erected, city towers remain personal property and belong to the provider during the existence of the lease. The provider is entitled to install one antennae array and antennae facilities on the city tower at a discounted licensing fee for the entire life of the lease. The lease may specify the required height of the city tower and the required number of antennae array locations. If following termination of a tower lease for any reason, the provider fails to remove the city tower within 60 days or otherwise dispose of the tower, the tower shall be considered abandoned and shall become the property of the City.
- d) Despite the city tower being the provider's personal property during the term of a lease, the City reserves the right to charge license fees to collocators desiring to install antennae facilities on the city tower. If a city tower was built before adoption of this section, the provider must obtain a tower lease from the city, and any collocator must obtain a collocation license for its antennae facilities.
- e) The City Attorney must approve the form of each tower lease and collocation license that does not conform to this section, both of which must be approved by the City Commission.
- f) The non-refundable processing fee for each petition for a wireless- communication tower lease is \$3,500.

Sec. 139-12. Granting and Releasing Easements.

- a) Petitions for granting or releasing easements must be submitted to the Department of Development Services. The director may process requests and may establish forms and procedures to carry out this section. The non-refundable processing fee for the release or grant of easements in city property is \$150. The director may require petitioner to demonstrate that the city owns the fee of the property for which an easement is being requested and that no inconsistent rights have previously been granted.
- b) The fee for granting or releasing an easement in city property is the greater of \$3,000 or the fair market value of the easement. The value of the easement to be released by City is presumed to equal the fair market value of the fee, determined according to the requirements of this Chapter. Nothing in this Chapter requires the city to grant an easement to another, and if another wants an easement from the City, the City may negotiate for a higher price than the minimum described above.
- c) If requested by the director, petitioner must sign and deliver an agreement setting out the applicable fee and conditions imposed by city departments and utility agencies.
- d) Easements need not be granted when they would be inconsistent with the city's use or planned use for the affected property and may be granted or released only with approval by the City Commission.

Sec. 139.13 - Rights of Entry.

- a) A director may, without City Commission action, permit surveying, measuring, testing, and similar activities on city property for which their departments are responsible. A director may charge \$300 for a right of entry.

- b) A director also may, without City Commission action, enter into right-of-entry agreements permitting the City to conduct surveying, measuring, testing, and similar activities on property the city may wish to acquire or on property the City otherwise needs to enter in conducting its affairs. Directors may process requests and may establish forms and procedures to carry out this section. A director may not pay more than \$1,000 without City Manager or Asst. City Manager approval.
- c) Agreements authorized by this section must be in writing and in form satisfactory to the City attorney.

Sec. 139.14-Notices of Non-Acceptance.

- a) When the director of Development Services learns of real property deeded to the City without the City's consent, the director must canvass City departments and utility agencies to determine whether a use exists for the property.
- b) If a use exists, the director must seek City Commission authorization for the acceptance of the property. If a use does not exist, the director should cause a notice of non-acceptance of the real property to be filed in the appropriate county records of real property.

Sec. 139.15 - Releases of Lien.

- a) A director of a department responsible for putting a lien on private property may, without City Commission action, release the lien if the amount secured by the lien is paid in full. The director may also release a lien on receipt of a compromised amount if the compromise is otherwise authorized directly by City Commission or by delegation of authority.
- b) The director of a department responsible for putting a lien, without City Commission action, release liens in favor of the City when advised in writing by the City Attorney's Office that the liens are invalid according to law.

139.17 [Reserved].

SECTION 3 – SEVERABILITY

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. If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 4 – APPLICABILITY

The provisions of this Chapter shall apply to all land and establishments a within the City of Pharr, its lands, all land uses, development activity, and all structures and facilities in the City, whether or not a permit or authorization is required. This Chapter shall apply to every person, partnership, firm, corporation, group, governmental agency, or other entity that owns, leases, or administers land within

the City. The City shall not approve any permit or otherwise issue any authorization without first ensuring compliance with the requirements of this Chapter. Approval of a permit or development proposal pursuant to the provisions of this Chapter does not discharge the obligation of the applicant to comply with the provisions of this Chapter.

SECTION 5 – 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 6 – 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 7 – REPEALING CLAUSE

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

SECTION 8 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 9 – 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 _____, 2015.

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 _____, 2015.

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 _____, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MEMORANDUM

DATE: October 29, 2015

TO: Juan G. Guerra, City Manager

FROM: Roy Garcia, Public Works Director

Handwritten initials in black ink, appearing to be "RG" or "RC" inside a circle.

SUBJECT: St. Anne's Church Road Closure Request

ITEM:

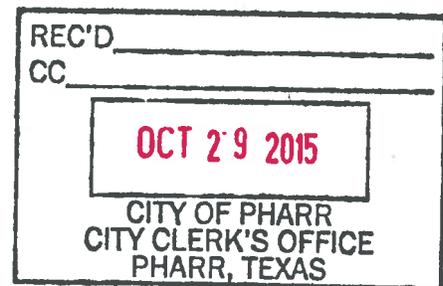
Consideration and action, if any, on road closure at North Fir Street (Lucas to Juarez) and Juarez Street (Fir St to Gumwood) for St. Anne Catholic Church Annual Jamaica on Sunday, November 8, 2015 from 12:00 noon to 11:00 p.m.

FINANCIAL CONSIDERATION:

Utilizing existing resources.

STAFF RECOMMENDATION:

Staff recommends approval.





St. Anne, Mother of Mary Catholic Church

801 E. Juarez Ave • Pharr, Texas 78577 • Ph.(956) 787-8122 • Fax (956) 787-8272

October 21, 2015

CITY OF PHARR
Mr. Roy Garcia
118 S. Cage
Pharr, Texas 78577

Dear Mr. Garcia,

This year, St. Anne, Mother of Mary Catholic Church's Fall Festival is scheduled for Sunday, November 8, 2015 from 12:00 pm (noon) to 10:00 pm.

In order to provide the maximum safety for pedestrians (mostly children) during the festival, we are requesting the city's cooperation to close the following streets:

1. 400 Block of North Fir St.
2. 700 Block of East Juarez Ave.
3. 400 Block of North Gumwood St.

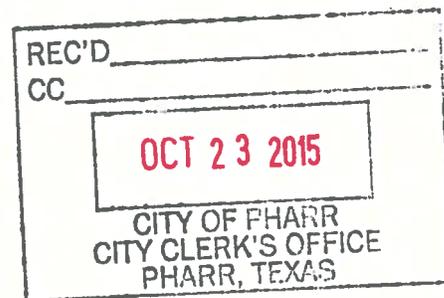
Since Fir St. is a well traveled thoroughfare, we are asking that the 400 block of Fir St. be closed to traffic only from 12:00 pm to 10:00 pm on Sunday, November 8. This limited time closing would provide maximum safety for all crossing pedestrians especially the many children that show up for the event.

The church will secure adequate manpower and regular staffing at the closed intersections during the festival's hours of operation. If there is any emergency, Fir St. will and can be unblocked by our volunteers. Also, the intersection between Gumwood and Juarez Avenues will remain open allowing traffic to flow through the intersection.

Should you have any questions regarding this request, please do not hesitate to contact me at 956-787-8122.

Sincerely yours in Christ,

Fr. Genaro Henríquez
Pastor





MEMORANDUM

DATE: October 28, 2015

TO: Juan G Guerra, City Manager

FROM: Luis Bazan, Interim Bridge Director

OK
cu

[Handwritten signature]
10/28/15

SUBJECT: \$5,000 Platinum Sponsorship for PSJA Education Foundation Annual Gala

ISSUE

On October 21, 2015, the Bridge Board approved the Platinum Sponsorship for PSJA Foundation Annual Gala.

FINANCIAL CONSIDERATION

Total cost is \$5,000.

STAFF RECOMMENDATION

I recommend that the Pharr International Bridge department be authorized to sponsor the PSJA Education Foundation Annual Gala.

Please feel free to contact me should the need arise, I am at extension 6116.

THANK YOU

REC'D	<i>[Signature]</i>
CC	
OCT 28 2015	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

PSJA Education Foundation
PO Box 769, Pharr, TX 78577
Tel 956-354-2018 Fax 956-354-2018



INVOICE

9.10.2014

BILL TO	SHIP TO	INSTRUCTIONS
Pharr International Bridge 9900 S. Cage Pharr, TX 78577	Same as recipient	Thank you for your support! Janet Robles

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Platinum Sponsorship Annual Gala	5000.00	5000.00

SUBTOTAL	5000.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	5000.00

Thank you for your support of
the PSJA Education Foundation!



MEMORANDUM

DATE: October 27, 2015 
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on Request from TxDOT for Right of Way deficit balance due in the amount of \$6,900.00 for Sam Houston Street (CSJ: 0921-02-294 – Cage to Veterans) Project.

ISSUE

A final audit performed by TxDOT on the above project indicated that there is a deficit balance in the amount of \$6,900.00 of the Right of Way escrow account. Therefore, TxDOT is requesting payment of the deficit amount.

FINANCIAL CONSIDERATION

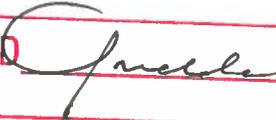
Payment to TxDOT in the amount of \$6,900.00.

STAFF RECOMMENDATION

Staff recommends payment.

ALTERNATIVES

None

REC'D CC	
OCT 28 2015	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



600 W. INTERSTATE 2 | PHARR, TEXAS 78557-1717 | (956) 702-6100 | WWW.TXDOT.GOV

September 24, 2015

Ambrosio Hernandez, Mayor
City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

Re:

CSJ: 0921-02-294 (Right of Way – Utility Adjustments)
PROJECT: STP 2012(540)MM
COUNTY: Hidalgo
HWY: Sam Houston

Dear Mayor Hernandez,

Construction activity done on behalf of the City of Pharr to add a left turn center lane on Sam Houston from US 281 to I Road is completed and accepted.

Please find attached our Statement of Cost for this project. The Statement of Cost includes only the items used for this improvement and any funds made payable to the State by the City of Pharr for the construction activity established under our executed agreement.

As a result of our final audit, your **Right of Way** escrow account concluded with a **\$6,900.00** deficit balance. As per the Advance Funding Agreement provisions, attached please forward a check made payable to the **Texas Department of Transportation** in the indicated amount to the attention of **Judy Sanchez 600 W IH 2 Pharr, Texas 78577**.

Please feel free to contact me at 702-6100 if you have any questions.

Sincerely,

for Hector P. Gonzalez, Jr.
Director of Construction

Cc: Pharr Area Office

attachments

OUR GOALS
MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

STATEMENT OF COST
City of Pharr

PROJECT	Preliminary Engineering	Preliminary Engineering Direct State Cost	Construction	Direct State Costs for Construction Engineering	TOTAL
STP 2012(540)MM	\$ -	\$ 64,087.99	\$ 2,458,005.18	\$ 237,618.56	\$ 2,759,711.73
0921-02-256	\$ -	\$ 64,087.99	\$ 2,458,005.18	\$ 237,618.56	\$ 2,759,711.73

Federal

Direct State Cost for Preliminary Engineering - Non Participating	\$ 64,087.99	x	0.0%	=	\$ -
Construction - Participating	\$ 2,220,493.48	x	80.0%	=	\$ 1,776,394.78
Construction - Utilities	\$ 200,086.60	x	0.0%	=	\$ -
Construction - Non Participating CO #001	\$ 25,978.78	x	0.0%	=	\$ -
Construction - Non Participating CO #003	\$ 11,446.32	x	0.0%	=	\$ -
Direct State Cost for Construction Engineering - Non Participating	\$ 233,680.02	x	80.0%	=	\$ 186,944.02
Total Federal Participation					\$ 1,963,338.80

State

Direct State Cost for Preliminary Engineering - Non Participating	\$ 64,087.99	x	0.0%	=	\$ -
Construction - Participating	\$ 2,220,493.48	x	18.6%	=	\$ 413,011.79
Construction - Utilities	\$ 200,086.60	x	0.0%	=	\$ -
Construction - Non Participating CO #001	\$ 25,978.78	x	0.0%	=	\$ -
Construction - Non Participating CO #003	\$ 11,446.32	x	0.0%	=	\$ -
Direct State Cost for Construction Engineering - Non Participating	\$ 233,680.02	x	18.6%	=	\$ 43,464.48
Total State Participation					\$ 456,476.27

City of Pharr

Direct State Cost for Preliminary Engineering - Non Participating	100.0%	\$ 64,087.99
Construction - Participating	1.4%	\$ 31,086.91
Construction - Utilities	100.0%	\$ 200,086.60
Construction - Non Participating CO #001	100.0%	\$ 25,978.78
Construction - Non Participating CO #003	100.0%	\$ 11,446.32
Direct State Cost for Construction Engineering - Participating	1.4%	\$ 3,271.52
Direct State Cost for Construction Engineering - Non Participating CO #001	100.0%	\$ 2,733.95
Direct State Cost for Construction Engineering - Non Participating CO #003	100.0%	\$ 1,204.59
Total Expenditures		\$ 339,896.66

Less Deposit	\$ 148,526.05
Less Deposit	\$ 193,186.60
Total Receivables/Credits	\$ 341,712.65

Reimbursement Check # 90459440 from Construction CSJ 0921-02-256 \$ 8,715.99

Amount Due from Local Entity 6,900.00

Prepared by: Judy Borjas Sanchez 9/24/15
 Judy Borjas Sanchez Date
 District Construction Office

Recommended for Approval
Hector P. Gonzalez, Jr. 9/24/15
 For Hector P. Gonzalez, Jr. P.E. Date
 Director of Construction



MEMORANDUM

DATE: October 27, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

WU

SUBJECT: Agenda Request: Consideration and action, if any, on Accepting from TxDOT a balance amount of \$8,715.99 of the Construction escrow account for Houston Street (CSJ: 0921-02-294 – Cage to Veterans) Project.

ISSUE

A final audit performed by TxDOT on the above project indicated that there is a balance in the amount of \$8,715.99 of the Construction escrow account. Therefore, TxDOT is submitting the balance amount.

FINANCIAL CONSIDERATION

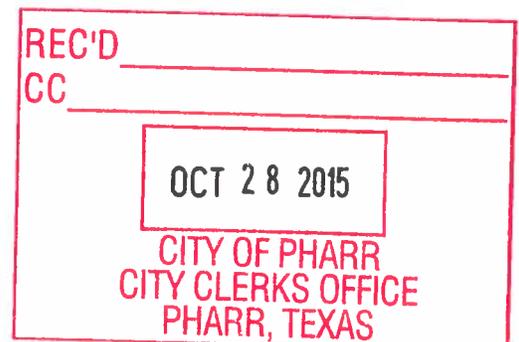
Accept check in the amount \$8,715.99 from TxDOT.

STAFF RECOMMENDATION

Staff recommends accept check.

ALTERNATIVES

None





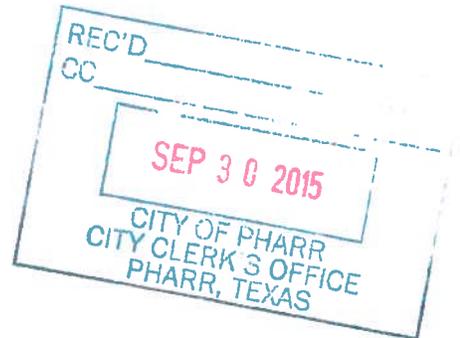
600 W. INTERSTATE 2 | PHARR, TEXAS 78557-1717 | (956) 702 6100 | WWW.TXDOT.GOV

September 24, 2015

Ambrosio Hernandez, Mayor
City of Pharr
118 S. Cage Blvd
Pharr, Texas 78577

Re:

CSJ: 0921-02-256 (Construction)
PROJECT: STP 2012(540)MM
COUNTY: Hidalgo
HWY: Sam Houston



Dear Mayor Hernandez,

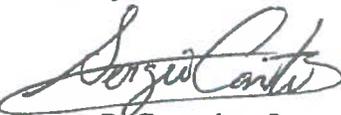
Construction activity done on behalf of the City of Pharr to add a left turn center lane on Sam Houston from US 281 to I Road is completed and accepted.

Please find attached our Statement of Cost for this project. The Statement of Cost includes only the items used for this improvement and any funds made payable to the State by the City of Pharr for the construction activity established under our executed agreement.

As a result of our final audit, your **Construction** escrow account concluded with a balance of **\$8,715.99**. As per the Advance Funding Agreement provisions, attached please find warrant number **133637505** in said amount being returned to you.

Please feel free to contact me at 702-6100 if you have any questions.

Sincerely,

for 
Hector P. Gonzalez, Jr.
Director of Construction

Cc: Pharr Area Office

attachments

OUR GOALS
MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



MEMORANDUM

DATE: October 28, 2015

TO: Juan G Guerra, City Manager

FROM: Luis Bazan, Interim Bridge Director

OK
Gw

[Handwritten signature]
10/28/15

SUBJECT: TRMI Computerized Toll Collection System Maintenance Agreement for 12 months

ISSUE

On October 21, 2015, the Bridge Board approved the TRMI Computerized Toll System Maintenance Agreement for 12 months.

FINANCIAL CONSIDERATION

Total cost for 12 months is a total of \$13,764, \$1,147 a month.

STAFF RECOMMENDATION

I recommend that the Pharr International Bridge department be authorized to continue using TRMI Computerized Toll System Maintenance services. This agreement will allow the toll system to operate smoothly, accurate, and without hindrance to customers. TRMI will be responsible for all phases of toll equipment maintenance including hardware, software, and documentation. The Pharr International Bridge has been using TRMI since 2000.

Please feel free to contact me should the need arise, I am at extension 6116.

THANK YOU

REC'D	<i>[Signature]</i>
CC	
OCT 28 2015	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

**Computerized Toll Collection System
Maintenance Agreement**

**The Revenue Markets, Inc. (TRMI)
&
Pharr-Reynosa International Bridge (The City of Pharr)**

October 1, 2015 ~ September 30, 2016

Computerized Toll Collection System
Maintenance Agreement

Between: The Revenue Markets, Inc. (TRMI)

and: Pharr-Reynosa International Bridge (The City of Pharr)

This agreement defines the maintenance provisions that will be provided to The City of Pharr for the term of 12 months, starting on October 1, 2015 and ending September 30, 2016.

The following is a summary of the services and charges for maintenance of The City of Pharr toll system over the next 12 months.

Objective

The overall objective is to keep the toll system operating smoothly, accurately and without hindrance to patrons. In general, TRMI will be responsible for all phases of toll equipment maintenance including hardware, software, and documentation. To ensure the best possible system, preventative maintenance and testing are emphasized as much as remedial maintenance.

Staffing

Technicians will be hired to provide all aspects of toll system maintenance. The technician(s) will be selected not only for his technical background but also for reliability and with a full knowledge of the commitment necessary.

The technician will have a minimum of five years experience in the repair and operation of electrical or electronic control systems and will be well versed in both electrical standards and safety as well as computer systems.

The technician(s) will be trained by The Revenue Markets.

Facilities and Equipment

TRMI will utilize the existing warehouse space owned by The City of Pharr. This space will contain necessary test equipment and modem. The bridge authority must provide the space, small workbench, phone and fax. It is understood that the warehouse is equipped with lockable entrances for security of technician's equipment.

The technician will have a cell phone, which the management can call him. In addition, the technician may call The Revenue Markets company for assistance at any time.

Bridge Management Responsibility - A toll supervisor will generally ensure proper treatment of equipment and observe its operation for potential problem areas. The City of Pharr staff will provide routine and non-technical maintenance such as changing a keyboard, receipt printer or receipt printer paper. It will also be the responsibility of The City of Pharr to insure all defective

replacement parts and equipment are returned to TRMI for repair. Shipping and repair costs of defective equipment and replacement parts shall be the responsibility of The City of Pharr. Replacement and repair parts will be made available from TRMI to The City of Pharr through purchase orders and will be invoiced as such.

Duties

Maintenance technicians will perform the following minimum duties:

- Ensure that the toll collection equipment is in good working order.
- Communicate with toll collectors and plaza computer operators regarding the operation of the system.
- Communicate weekly with corporate offices and ensure that the latest software and hardware upgrades are installed.
- Respond to all calls from the plaza supervisors regarding the operation of the toll system.

Coverage

A technician will be on call to provide up to four (4) hours per month, on-site services such as performing routine preventative maintenance, cleaning, testing and making any necessary repairs.

The technician(s) will be on call for service Monday through Friday, during the hours of 8 am to 5 pm, excluding holidays. Calls to the technician must be made by a bridge supervisor only.

All on site service calls required beyond four (4) hours total per month will be billed for time and materials in addition to the standard contract. The City will have supervisors assist with routine tasks that are not too technical and may be resolved by changing a counter top component such as a keyboard or receipt printer.

Coverage and support will be provided under the following guidelines:

- Coverage to be as follows: 4 hrs. of non-scheduled support per month or (2) 2 hour on-site scheduled service calls.
- Non-scheduled on-site service availability to be provided Monday through Friday 8 a.m. to 8 p.m. and Saturday 9 a.m. to 3 p.m. (excluding holidays).
- Each on-site service call will constitute a minimum of two hours incurred.
- Hours expended on-site beyond 4 hours per month to be charged at a rate of \$130.00 per hour.
- Response time within 15 minutes. TRMI's technician will respond by phone within 15 minutes barring a circumstance beyond his or her control.
- Actual repair time is dependent on the availability of all necessary spare components to affect repair. It is understood that the minimum quantity of spare components originally supplied with the system will be made available at all times by The City of Pharr.
- Software updates will be provided as part of this agreement. Upgrades will be quoted at the time of the request.
- Phone support will be provided from TRMI's New York office Monday through Friday 8 a.m. to 4:30 p.m. (excluding holidays) not to exceed 1 hour per incident. Hours beyond one hour per incident will be charged at \$130 per hour, at TRMI's discretion.

Insurance

The technician will be covered by standard insurance policies. These include workers compensation, disability and health insurance. The technician and his assistant will also carry general liability in the amount of \$ 2,000,000.

Revenue Markets will ensure that the technician obtains a fidelity bond in the amount of \$100,000.

Revenue Markets hereby agrees to the fullest extent permitted by law, to assume responsibility and to pay and indemnify The City of Pharr (OWNER) against any and all liability or damage and hold harmless from any liability or damage which the OWNER incurs because of injury to or death of any person on or account of damage to property, or as a consequence of the performance of work and/or in the acts or omissions of Revenue Markets or officers or employees or anyone for whose acts Revenue Markets may be liable for during the duration of this contract.

Price and Contract Duration

The total price of the 12-month agreement will be \$13,764.00. This includes local and factory phone support and 4 hours per month of on site maintenance. Additional on site service calls in excess of the 4 hours per month, will be billed at a rate of \$130.00 per hour for time spent on site plus expenses. Phone support will be limited to 1 hour per incident. Phone support in excess of one hour will be invoiced, at TRMI's discretion, at the rate of \$130.00 per hour.

The yearly Oracle support will be invoiced in addition to this agreement on or about May 15, 2015.

Planned maintenance, calibration, ailments and tuning of AVI equipment will be provided under separate agreements and as directed or provided by original equipment manufacturer.

Updates to TRMI application software will be covered under this agreement. However, upgrades are not covered and will be quoted and invoiced under separate purchase orders, contracts or agreements.

Repair and replacement parts will be invoiced to The City of Pharr. The City of Pharr will be billed for the first monthly payment of \$1,147.00, beginning on October 1, 2015. TRMI has the right to terminate this contract at any time if you default in payment for more than 30 days. Either party has the right to terminate the agreement at any time during the contract's duration so long as a written request is made at least 30 days prior to the requested termination date.

The Revenue Markets, Inc.

The City of Pharr



Date: _____

Date: _____



MEMORANDUM

DATE: October 30, 2015

TO: Juan G. Guerra, City Manager

FROM: Roel Garza, Director of PAL

A handwritten signature in black ink, appearing to be "R. Garza", is written over the "TO:" line.

SUBJECT: Request from P-SJ-A ISD. to use the Jose "Pepe" Salinas Memorial Civic Center-Large Hall

ISSUE

The organization, Parental Engagement and Project Care is requesting the use of the Jose "Pepe" Salinas Memorial Civic Center on Tuesday, November 17, 2015 from 8:00 a.m. to 12:00 Noon. They wish to host Parental Engagement Day

FINANCIAL CONSIDERATION

This organization wishes to use the facility at no cost. The standard non-profit rental rate for this facility on a Tuesday is \$360.00.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You

October 29, 2015

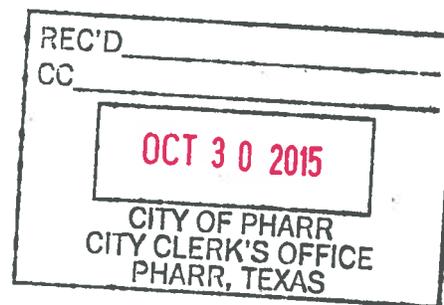
MEMORANDUM

TO: Mr. Juan Guerra, Pharr City Manager
FROM: Olivia Benford
SUBJ: Use of Pepe Salinas Hall



I am hereby requesting use of the Pepe Salinas Hall for Tuesday, November 17, 2015, from 8:00 am to 12:00 noon. The PSJA Parental Engagement Dept. will be celebrating "Parental Engagement Day." We expect 200 parents from our District to be sworn in as our school volunteers and we are also expecting a number of city officials.

Olivia Benford



START COLLEGE NOW! COMPLETE EARLY! GO FAR!

MEMORANDUM

DATE: October 30, 2015

TO: Juan G. Guerra, City Manager

FROM: Roel Garza, Director of PAL

Handwritten initials "JK" and "Cu" in a circle.

SUBJECT: Request from Head Start to use the Jose “Pepe” Salinas Memorial Civic Center

ISSUE

The organization, Head Start is requesting the use of the Jose “Pepe” Salinas Memorial Civic Center on Sunday, April 10, 2016 through Thursday, April 14, 2016, from 8:00 a.m. to 5:00 p.m. They wish to host the Week of the Young Child Festivities.

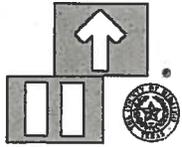
FINANCIAL CONSIDERATION

This organization wishes to use the facility at no cost. The standard non- profit rental rate for this facility on a Sunday through Thursday is \$5,540.00. for all three facilities at the Jose “Pepe” Salinas Memorial Civic Center.

STAFF RECOMMENDATION

Staff recommends that the City Commission consider this request.

Thank You



Hidalgo County Head Start Program

P. O. BOX 0117 EDINBURG, TX. 78540 TEL: (956) 383-0706 FAX: (956) 380-2588

October 6, 2015

Juan Guerra, City Manager
City of Pharr
118 South Cage Blvd
Pharr, TX 78577



Dear Mr. Guerra,

The Hidalgo County Head Start Program is in the process of planning the Week Of The Young Child Festivities April 10-14 2016. In our effort to do so, we are requesting the use of the Jose "Pepe" Salinas Memorial Civic Center.

The Hidalgo County Head Start Program is a federal program for preschool children from low-income families. Children who attend Head Start participate in school-readiness curriculum that includes literacy, language, science, mathematics, and social-emotional development. They also receive medical and dental services have healthy meals and snacks.

In addition to the educational services, family involvement is at the core of our success. For your information, some of the fun activities being planned are hay rides, moon jumps, basketball throw, dinosaur hunt, puppet show, face painting and our community involvement activity of readers coming to read to the children.

Our sincere thanks for your kindness and generosity in allowing us the use of the facility in the past years, a total of 3,690 children, approximately 200 from the Pharr area have enjoy this annual event.

Sincerely,

Teresa Flores
Executive Director

“Triple Crown City”



MAYOR
Ambrosio “Amos” Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto “Bobby” Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

CITY MANAGER
Juan G. Guerra, CPA

November 03, 2015

Executive Summary Letter

Conditional Use Permit for ABC –

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

Background:

CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Cinemark El Centro Mall 16.

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

Recommendations:

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

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



MEMORANDUM

DATE: TUESDAY, NOVEMBER 03, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

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

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas.

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

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

COMMENTS: **CODE ENFORCEMENT:** Recommends approval of the Conditional Use Permit. (See attached memo)

FIRE MARSHAL: Recommends approval of the Conditional Use Permit. (See attached memo)

POLICE CHIEF:

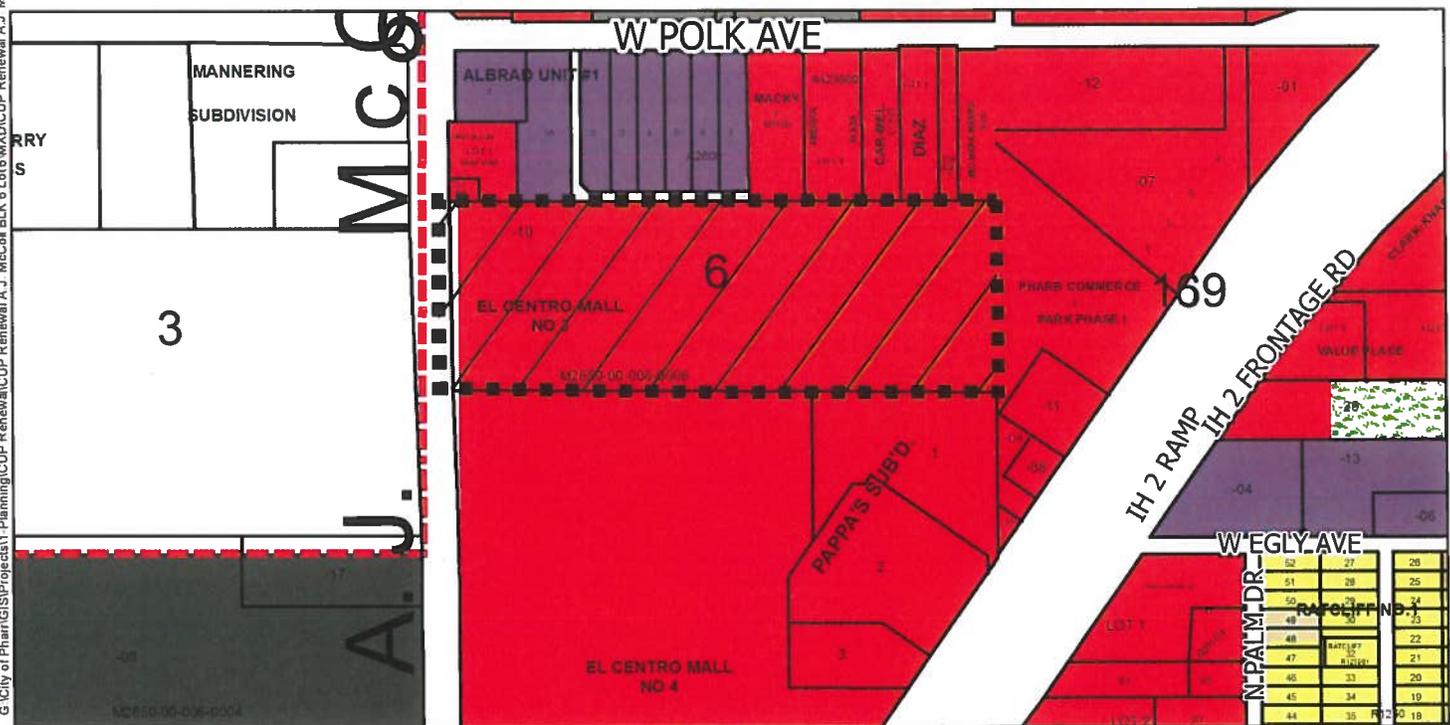
Recommends approval of the Conditional Use Permit.
(See attached memo)

PLANNING:

Recommends approval of the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATION:**

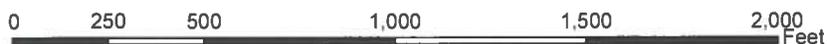
Development Services Staff is recommending **approval** of the request for renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site and applicant being in compliance with all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



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal A.J. McColl BLK 6 Lot 6.mxd

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

Scale: 1 inch = 500 feet





Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

October 15, 2015

CINEMARK 16
600 N JACKSON
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Oct 15, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

OCT 16 2015

BY: _____



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 784-7700 • FAX: (956)781-9163



To: Melanie Cano, Director City Planning *JM*

From: Joel Robles, Asst. Chief of Police

Date: 10/07/2015

Re: Conditional use Permit and Late Hours Permit Renewal for ABC – File No. CUP#131046 (Cinemark El Centro Mall 16)

Timothy Warren, [REDACTED] and Robert Copple, [REDACTED] representing CNMK Texas Properties, LLC, d/b/a Cinemark El Centro Mall 16, are requesting a 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 more fully described as follows:

Legal Description: A 16.42 acre tract of land out of Lot 6, Block 6, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 600 N. Jackson Rd. – Contact Number: [REDACTED]

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tag's and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Signed: _____

Date: 10/07/2015





MEMORANDUM

DATE: TUESDAY, NOVEMBER 03, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

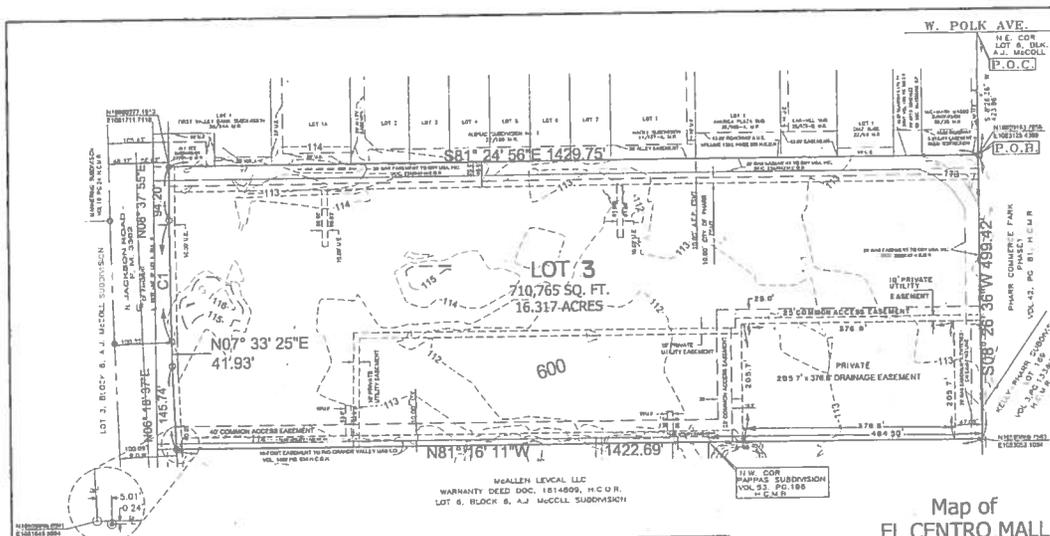
SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. **CUP#131046** (CINEMARK EL CENTRO MALL 16)

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

Legal Description: A 16.317 acre tract of land out of Lot 3, El Centro Mall No. 3 Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 600 North Jackson Road.

Planning staff is recommending approval of the Conditional Use Permit and Late Hours Permit provided the site and applicant being in compliance with all City Ordinances and City Department requirements



Curve #	Length	Radius	Delta	Chord Deviation	Chord Length	Tangent
C1	214.00'	11,459.16'	001° 04' 30"	N81° 05' 40"E	214.00'	187.03'

MEASUREMENTS MADE BY ME AND BY MEASUREMENTS MADE BY OTHERS ARE SHOWN BY THE FOLLOWING:

W FROM P.O.B. 4
 S FROM P.O.B. 4
 S FROM P.O.B. 4

P.O.B. POINT OF BEGINNING
 P.A.C. POINT OF ANGLE
 R.B. RIGHT OF WAY

Map of EL CENTRO MALL NO. 3 SUBDIVISION

BEING A REBUNDING OF 16.317 ACRES OUT OF LOT 6, BLOCK 6, A.J. MCCOLL SUBDIVISION VOL. 21, PG. 606, H.C.D.R. CITY OF PHARR HIDALGO COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF HARRIS
 I, THE UNDERSIGNED, CHAIRMAN 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 WHEREIN MY APPROVAL IS REQUIRED.

APPROVED THIS 30th DAY OF July 20 13

John Curran
 CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS
 COUNTY OF HARRIS
 I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Joseph J. Salas
 MAYOR, CITY OF PHARR

John Curran
 CITY CLERK

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.21 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
 BY *Geoffrey Green Jr.*
 08/02/13

STATE OF TEXAS
 COUNTY OF HIDALGO
 I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREIN DESCRIBED.

Fred L. Kurth
 3-13-13

FRED L. KURTH, L.P.E. & S.L.S.
 DATE SURVEYED: 08-21-13
 DATE PREPARED: 09-17-13
 1-938, PG. 23-42, 45, 55
 SURVEY JOB NO. 12188 UB
 SURVEY JOB NO. 12059 89



METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 16.317 ACRES SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF LOT 6, BLOCK 6, A.J. MCCOLL SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, HIDALGO COUNTY DEED RECORDS, SAID 16.317 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 4 REBAR SET (NORTHING: 16600163.7855, EASTING: 10831254.3802), FOR THE NORTHEAST CORNER OF THIS TRACT, WHICH SAID REBAR BEARS S 08° 26' 36" W A DISTANCE OF 423.86 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 6;

- THENCE, S 08° 26' 36" W ALONG THE EAST LINE OF SAID LOT 6, BLOCK 6, A DISTANCE OF 439.42 FEET TO A No. 4 REBAR SET (NORTHING: 16590689.7568, EASTING: 10830521.0084), FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, N 81° 16' 11" W, AT A DISTANCE OF 484.50 FEET PASS THE NORTHWEST CORNER OF PAPPAS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 53, PAGE 196, HIDALGO COUNTY MAP RECORDS, CONTINUING A TOTAL DISTANCE OF 1422.69 FEET TO A No. 4 REBAR SET (NORTHING: 16580885.0991, EASTING: 1081845.8934) FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 06° 18' 37" E ALONG THE EAST RIGHT-OF-WAY LINE OF JACKSON ROAD-F.M. 3362, A DISTANCE OF 145.74 FEET TO A No. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
- THENCE, N 07° 33' 25" E ALONG THE EAST RIGHT-OF-WAY LINE OF JACKSON ROAD-F.M. 3362, A DISTANCE OF 41.93 FEET TO A No. 4 REBAR SET FOR THE POINT OF CURVATURE FOR A CURVE TO THE RIGHT;
- THENCE, IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY LINE OF JACKSON ROAD-F.M. 3362 AND SAID CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 01° 04' 10.703 FEET AND A CHORD THAT BEARS N 00° 02' 40"E A DISTANCE OF 214.00 FEET TO A No. 4 REBAR SET FOR THE POINT OF TANGENCY;
- THENCE, N 08° 37' 55" E ALONG THE EAST RIGHT-OF-WAY LINE OF JACKSON ROAD-F.M. 3362, A DISTANCE OF 94.20 FEET TO A No. 4 REBAR FOUND (NORTHING: 16600377.1810, EASTING: 1081711.7110) FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, S 81° 24' 56" E A DISTANCE OF 1429.75 FEET TO THE POINT OF BEGINNING, AND CONTAINING 16.317 ACRES OF LAND, MORE OR LESS.

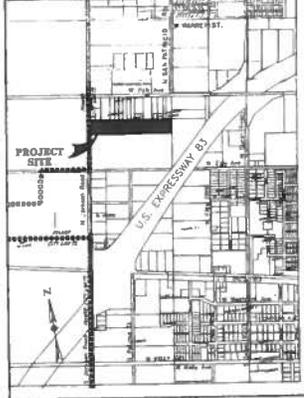
GENERAL NOTES :

- FLOOD ZONE DESIGNATION: ZONE "D" ZONE "D" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD, OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT, OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY PANEL NUMBER: 460347 0005 C MAP REVISED: OCTOBER 19, 1992
- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF EACH LOT OR ELEVATION 115.25 WHICHEVER IS HIGHER.
- MINIMUM BLDG. SETBACKS ARE AS FOLLOWS:
 FRONT: 60.00 FEET OR GREATER FOR EASEMENT DEAR
 10.00 FEET OR GREATER FOR EASEMENT SDC.
 6.00 FEET OR GREATER FOR EASEMENT
- STORM WATER DETENTION IS REQUIRED FOR THE ENTIRE 51.05 ACRE DEVELOPMENT KNOWN AS EL CENTRO MALL. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 2,482 ACRES AND A VOLUME OF APPROXIMATELY 21,386 ACRES FEET WILL BE REQUIRED FOR THE ENTIRE 51.05 ACRE DEVELOPMENT. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF PHARR FOR THIS COMMERCIAL DEVELOPMENT.
- BENCH MARK #1 SQUARE COT IN NORTH SIDE CONCRETE BASE OF TRAFFIC LIGHT
 NORTHING=18589123.1420
 EASTING=1081394.4660
 ELEVATION=114.47
- BENCH MARK CITY OF PHARR'S BENCH MARK BN #42 LOCATED 20' SOUTH AND 15' WEST FROM THE SOUTHWEST CORNER OF NORTH PALM RD. AND U.S. BUSINESS 83
 NORTHING=1853292.291
 EASTING=1083123.265 ELEVATION=112.36
- NO BUILDING ALLOWED OVER ANY EASEMENT
- CONSTRUCTION WILL COMPLY WITH T.P.D.S. REQUIREMENTS AND SITE'S STORM WATER POLLUTION PREVENTION PLAN.
- 5' SIDEWALKS NEEDED ALONG JACKSON ROAD WHICH WILL HAVE ADA COMPLIANT WHEELCHAIR RAMPS AND LANDINGS
- 10% OF FRONT STREET/YARD AREA FOR LANDSCAPING
- OWNER(S) TO MAINTAIN DETENTION AREA. IF DETENTION IS 3' OR DEEPER NEED TO INSTALL FENCE AROUND POND
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE PLANNING PHASE IN ORDER TO FURNISH ANY ADDITIONAL FIRE PROTECTION REQUIREMENT

GENERAL NOTES CONTINUE:

- SUBJECT TO EASEMENT TO CONTINENTAL PIPELINE COMPANY (SOUTH 10 AC. OF NORTH 24.19 AC. OF LOT 6, BLK. 6) AS RECORDED IN VOLUME 848, PAGE 200, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.
- SUBJECT TO EASEMENT TO TRUNKLINE GAS COMPANY (SOUTH 10 AC. OF NORTH 24.19 AC. OF LOT 6, BLK. 6) AS RECORDED IN VOLUME 848, PAGE 200, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.
- SUBJECT TO EASEMENT TO CENTRAL POWER & LIGHT COMPANY (SOUTH 10 AC. OF NORTH 24.19 AC. OF LOT 6, BLK. 6) AS RECORDED IN VOLUME 901, PAGE 497, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.
- SUBJECT TO EASEMENT TO CENTRAL POWER & LIGHT COMPANY (SOUTH 10 AC. OF NORTH 24.19 AC. OF LOT 6, BLK. 6) AS RECORDED IN VOLUME 1070, PAGE 375, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.
- SUBJECT TO EASEMENT TO CENTRAL POWER & LIGHT COMPANY (SOUTH 10 AC. OF NORTH 24.19 AC. OF LOT 6, BLK. 6) AS RECORDED IN VOLUME 1292, PAGE 637, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.
- SUBJECT TO EASEMENT TO RIO GRANDE VALLEY GAS COMPANY (LOTS 5 AND 6, A.J. MCCOLL) AS RECORDED IN VOLUME 2656, PAGE 415, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.
- SUBJECT TO EASEMENT TO CENTRAL POWER & LIGHT COMPANY (PART OF LOT 5 AND 6, A.J. MCCOLL) AS RECORDED IN VOLUME 2121, PAGE 477, H.C.D.R. BLANKET IN NATURE NOT PLOTTABLE.

LOCATION MAP



MELDEN & HUNT, INC. TEXAS REGISTRATION F-1415

M MELDEN & HUNT INC.
 CONSULTANTS-ENGINEERS-SURVEYORS
 222 N. F.M. 3187
 HOUSTON, TX 77051 NO. OFFICE OR IN HOME
 PHONE (281) 361-0843 PHONE (281) 361-1574
 FAX (281) 361-1824 FAX (281) 361-1591
 WWW.MELDENANDHUNT.COM

DRAWN BY: *W. B. BENT* DATE: 02-08-13
 SURVEYED/ CHECKED BY: *John Curran* DATE: 02-08-13
 FINAL DESIGN BY: *W. B. BENT* DATE: 02-08-13



MEMORANDUM

DATE: TUESDAY, NOVEMBER 03, 2015
TO: MAYOR AND CITY COMMISSION
FROM: PLANNING STAFF

SUBJECT: AMENDED PLAT OF JACKSON RIDGE COURT SUBDIVISION
PHASE III FILE NO. SUB#151023

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing Domain Development Corporation, Shavi Mahtani – Director; El Pato Mexican Food, LP, Terry Van Burkleo – Chief Executive; R.C.J.V. Development, Rick Caballero – Manager, are requesting preliminary and final plat approval of the proposed Amended Plat of Jackson Ridge Court Subdivision Phase III.

LEGAL DESCRIPTION: The property is legally described as being a re-subdivision of 6.565 acres out of Jackson Ridge Court Subdivision Phase III, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1000 Block of South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) to the North, South and East and City limits to the West. The property is designated for commercial use in the land use plan.

PROPERTY PROPOSED USE: Retail spaces.

VARIANCES: None requested.

RECOMMENDATIONS: Planning staff recommends preliminary and final plat approval of the proposed Amended Plat of Jackson Ridge Court Subdivision Phase III subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:** 1) No Comments.

EASEMENTS: 1) No Comments.

**SIDEWALK:
ADA:** 2) No Comments.

FIRE PROTECTION: 1) No Comments.

WATER: 1) No Comments.

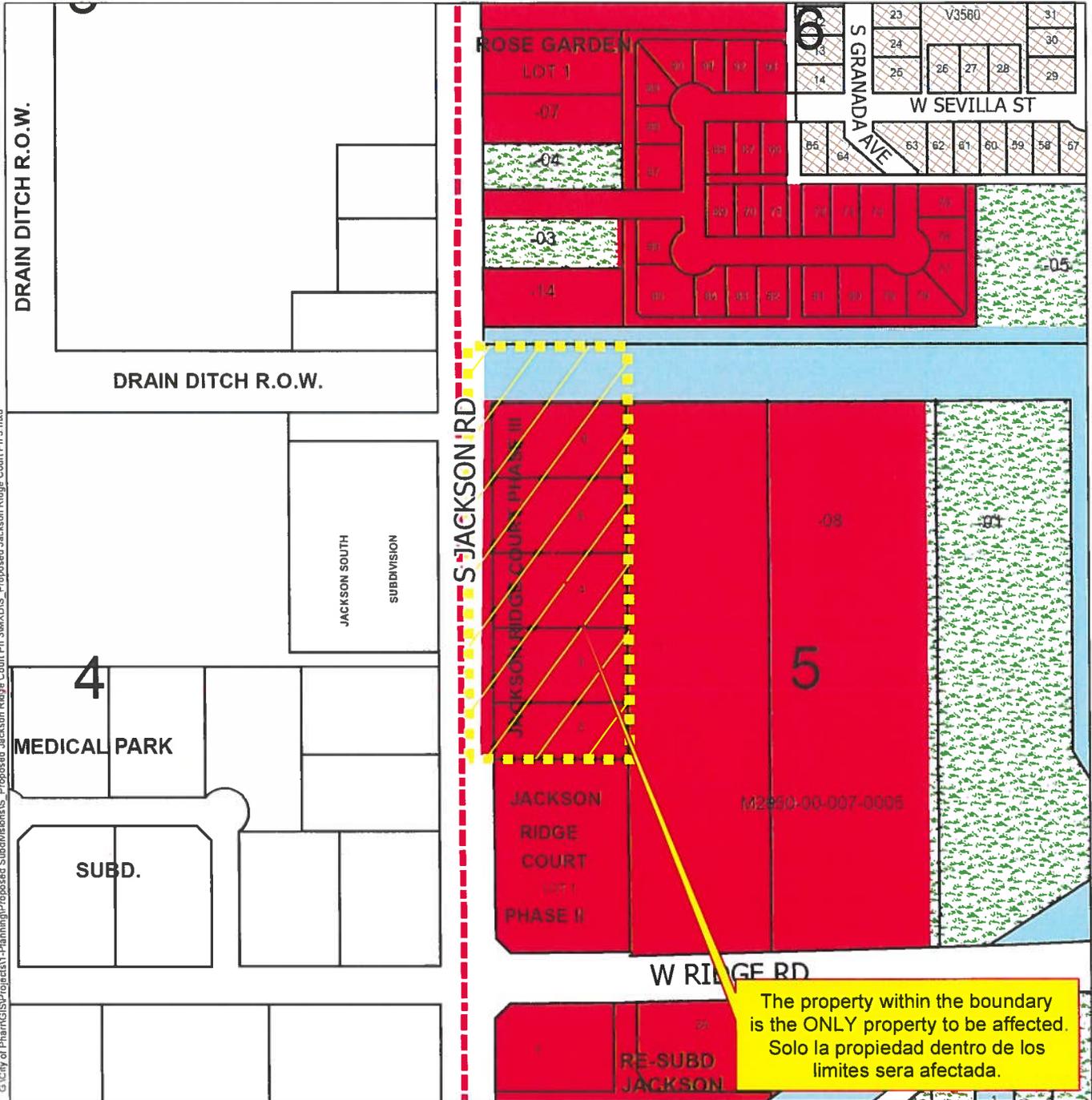
SEWER: 1) No Comments.

DRAINAGE: 1) No Comments.

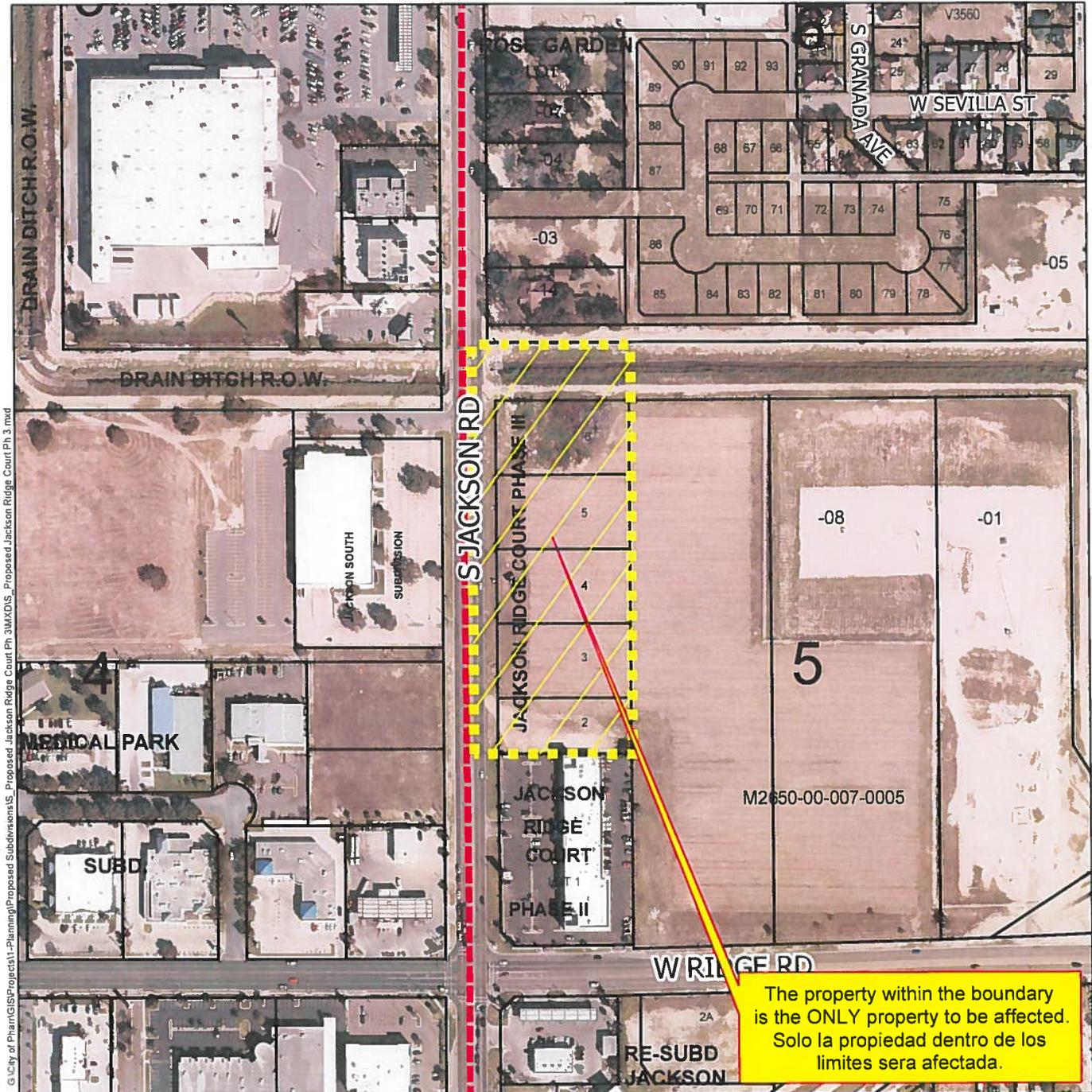
OTHER: 1) No Comments.

**GENERAL
COMMENTS:** This is a minor plat amendment under the authority of the Director of Planning under Local Government Code 212.0065 and City of Pharr Subdivision Ordinance 118-154 platting/replatting; short form procedure.

Proposed Subdivision
 Jackson Ridge Court Ph 3
 Melden & Hunt Inc.



Proposed Subdivision
 Jackson Ridge Court Ph 3
 Melden & Hunt Inc.



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed Jackson Ridge Court Ph 3\MXD\GIS - Proposed Jackson Ridge Court Ph 3.mxd

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

Scale: 1 inch = 300 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 10/26/2015

ORDINANCE NO. O-2015-

AN ORDINANCE DESIGNATING AN AREA KNOWN AS THE CITY OF PHARR – TIF REINVESTMENT ZONE NUMBER 2; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING OF THE ZONE CITY OF PHARR – TIF REINVESTMENT ZONE #1 AND ESTABLISHING A TAX INCREMENT FUND; CUMULATIVE CLAUSE; REPEALER; PROPER NOTICE AND MEETING

WHEREAS, the Board of Commissioners (the "Commission") of the City of Pharr, Texas (the "City") desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9 the "Act"), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone through Resolution 2015-08 passed by the Commission on February 3, 2015; and

WHEREAS, the Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include but not limited to: Street Construction and Reconstruction, Right of Way Acquisition, Municipal Facilities Acquisition/Construction, Parks, Storm Water Pollution Prevention Drainage & Drainage Detention, Wastewater Treatment Plant Expansion, Waste Water Collection System Improvements, Water Rights Acquisition, Utility Relocation and Open Space Improvements; and

WHEREAS, pursuant to the Act, the City may designate a geographical area within the City; and

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the "Preliminary Plan") be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on February 17, 2015 at 5:00 p.m. in the Pharr Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

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

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

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The area described in Section 2 below and more commonly referred to as the "Pharr Redevelopment Project" and officially assigned the name as designated in Section 5 below (which reinvestment zone so described, named and designated is hereinafter referred to as the "Zone", is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibits "A" and "B", which is incorporated herein by reference for all purposes is a legal description and Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in purple incorporated in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE.

- (a) There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the Commission. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of not less than five (5) and not more than fifteen (15) members.
- (b) Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member to the Board. A unit may waive its right to appoint a member. The City shall appoint the remaining directors of which, one shall be nominated by the Commissioners Court of Hidalgo County.
- (c) Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on or about _____ and continue till its termination date of _____ unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds as authorized or permitted by law.

SECTION 5. ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER 2, CITY OF PHARR, TEXAS."

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2015, the year in which the Zone was designated as a Reinvestment Zone (the "Tax Increment Base").

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "CITY OF PHARR – TIF REINVESTMENT ZONE #2, TEXAS TAX INCREMENT FUND" (HEREIN CALLED THE "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS.

- (a) The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area:
1. Is predominantly open, and because of obsolete platting, deterioration of structures or site improvements;
 2. Creation of the zone is necessary to further the public health, safety, morals, and welfare as a result of substandard conditions, inadequate streets, unsanitary conditions, and the predominant existence of undeveloped area; and
 3. Other factors that may substantially impair the growth of the city.
- (b) The City of Pharr, pursuant to the Act, further finds and declares that:
1. the proposed zone is a geographical area located wholly within the City limits or extraterritorial jurisdiction of Pharr;
 2. less than fifty percent (50%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
 3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifty per cent (50%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;

4. the proposed Zone does not contain more than fifty percent (50%) of the total appraised value of real property taxable by Hidalgo County, the PSJA ISD, the Hidalgo ISD and the Valley View ISD, and
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

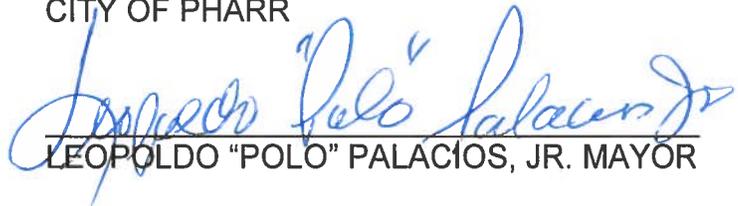
SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE. The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 12: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.

SECTION 13. EFFECTIVE DATE. The Zone shall take effect immediately upon passage of this Ordinance after having been read on three (3) separate meetings. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST MEETING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 17th day of February, 2015.

CITY OF PHARR

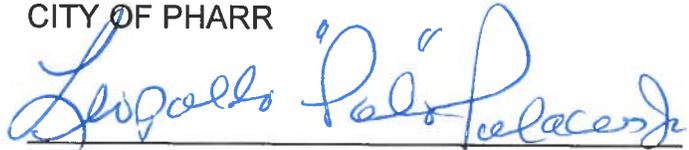

LEOPOLDO "POLO" PALACIOS, JR. MAYOR

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 3rd day of March, 2015.

CITY OF PHARR



LEOPOLDO "POLO" PALACIOS, JR. 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 _____, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MEMORANDUM

DATE: TUESDAY, NOVEMBER 03, 2015
TO: JUAN GUERRA, CITY MANAGER
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
SUBJECT: AMENDING FEE SCHEDULE ORDINANCE

ISSUE

To amend O-2014-52 (fee ordinance), to reflect the following changes:

- Fee for Off-Premise Billboard Signs
- Administrative Fees

FINANCIAL CONSIDERATION

There will be no cost to amend the ordinance.

STAFF RECOMMENDATION

Staff recommends approval to amend the fee schedule ordinance.

ORDINANCE NO. O-2015-_____

AN ORDINANCE AMENDING O-2014-52, PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: Ordinance No. O-2014-52 is hereby amended.

SECTION 2: FEES.

A. Zoning Permits and Application Fees

1. Change of Zone Application(s)

Commercial or Industrial Zones – (O-P), (N-C), (C), (C-2), (H-C), (L-I), (H-I)	Amount Per Acre
Less than one (1) acre	\$200.00
1.0 acre to 4.99 acres	\$300.00
5.0 acres and over	\$400.00 plus \$50.00 per acre over the first 5 acres

PUD – (Planned Unit Development)	Amount Per Acre
5.0 acres and over	\$650.00 + \$75.00 per acre over 5 acres

Residential Zones – (R-1), (R-2), (R-3), (R-4), (R-HCMH)	Amount Per Acre
Less than one (1) acre	\$150.00
1.0 acre to 4.99 acres	\$200.00
5.0 acres and over	\$250.00 plus \$25.00 per acre over the first 5 acres

2. Conditional Use Permit Application(s)

Type of Conditional Use Permit	Amount
Alcohol Beverage Permit	Alcohol as an accessory use: \$350.00 application fee + \$200.00 per year renewal fee Alcohol as a principle use: \$1,000.00 application fee + \$500.00 per year renewal fee
Cellular Towers / Co-Locators	\$1,000.00 Life of the Use
Life of the Use Permits (all other)	\$250.00
All other Conditional Use Permits	\$150.00 + \$50.00 per year renewal fee
Special Use Permit	\$150.00 + \$50.00 per year renewal fee

B. Board of Adjustment Request

Type of Board of Adjustment Request	Amount
Variance	\$750.00 per case
Special Exception	\$750.00 per case

C. Building & Standards Commission Appeals

Type of Building & Standards Commission Appeal	Amount
Per Appeal	\$150.00

D. Copies of City Ordinance(s)

Type of City Ordinance(s)	Amount
Zoning Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Subdivision Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Sign Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Landscape Ordinance	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)
Standards Manual (Const. and Dev. Guide)	\$50.00 per ordinance (hard copy) or \$25.00 (digital copy)

E. Maps and GIS Document Fee(s)

Description	Sq. Ft.	B & W	Color
Letter	.6	\$2.00	\$2.00
Legal	.8	\$2.00	\$3.00
Tabloid	1.3	\$4.00	\$5.00
Wall Maps	Price per Sq. Ft.	\$2.80 sq. ft.	\$4.00 sq. ft.

F. Subdivision Fee(s)

Type of Subdivision Fee(s)	Amount
Commercial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Industrial Subdivision Plat Application	\$325.00 + \$15.00 per acre
Residential Subdivision Plat Application:	
• Up to 1 acre	\$275.00
• 1 acre to 4.99 acres	\$300.00
• 5 or more acres	\$60.00 per acre
Subdivision Inspection Fees	Three (3%) Percent of the total of public improvements cost or \$300.00 minimum
Water System Subdivision Fee	\$100.00 per acre
Sewer System Subdivision Fee	\$75.00 per acre
Right-of-Way Testing Fee	Three (3%) Percent of the total of public improvements cost. Excess to be refunded to payee
Street Sign Materials Fee	\$175.00 per street or stop sign

Fire Hydrant and Fire Ring Fee	\$50.00 for both
Parkland Dedication Fee: <ul style="list-style-type: none"> • Single Family Residential • All other residential zones 	\$1,250.00 per acre \$250.00 per dwelling unit
Additional Final Inspection(s) Fee	\$300.00 per request for Final Inspection

G. Building Safety Fee(s)

1. Certificate of Occupancy Fee(s)

Type of Certificate of Occupancy	Amount
Commercial Buildings	\$50.00
Residential Homes	\$25.00
Duplicate Certificates	\$15.00
Certificate of Occupancy Inspection	\$25.00

2. Mobile Food Vendor Fee

Mobile Food Vendor Fee (Mobile Truck, Concession Trailer, Ice Cream Truck)
\$150.00 + \$100.00 per year renewal fee

3. Accessory Residential Structures Building Fee(s)

Accessory Residential Structure Building Fee	Amount
Up to 120 sq. ft.	\$15.00
After 120 sq. ft.	\$15.00 + \$0.12 per sq. ft. of building area

4. BYOB (Bring Your Own Bottle) Fee(s)

Type of BYOB Permit Fee(s)	Amount
Event	\$250.00
Venue	\$750.00

5. Demolition Permit Fee(s)

Demolition Permit Fee	Amount
Building of 500 sq. ft. or less	\$50.00
Building of 501 sq. ft. or more	\$50.00 + \$0.10 per sq. ft.

6. Inspections outside City Limits Fee(s)

Inspection outside City Limit Fee:
\$100.00 + \$0.55 per mile of travel round trip from City Hall (non-refundable)

7. Building Permit Extension Fee

Building Permit Extension Fee:

25% of the original permit fee for up to 6 months (permit must be requested prior to lapsing of original permit, limit two total)

8. Plan Review Fee

Type of Plan Review Fee:

One-half (1/2) the building permit fee

Subsequent reviews are twenty-five (25%) percent of the building permit fee for each review

9. Request to refund permit, if no work has been done

Request to refund permit, if no work has been done	Amount
Assessment Fee	Less 10% of permit fee (if no plan review was done)

10. Curb-Cut and Driveway Permit

Curb-Cut and Driveway Permit	\$8.00 per square foot
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11. Sign Permit Fee

Value	Fee	Fee if Electrified
\$0.00 - \$100.00	\$15.00	\$50.00
\$101.00 - \$500.00	\$30.00	\$60.00
\$501.00 - \$1,000.00	\$50.00	\$90.00
Over \$1,000.00	\$50.00 plus \$5.00 for each additional \$1,000.00 valuation or portion thereof	Add \$70.00

12. Credit Access Businesses

Credit Access Business Registration Certificate	\$50.00
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13. Existing Off-Premise Billboard Sign Fee

Size of Sign	Amount
Small (0 to 72 Sq. Ft.)	\$100.00 Per Year
Medium (73 to 300 Sq. Ft.)	\$150.00 Per Year
Large (301 to 672 Sq. Ft.)	\$200.00 Per Year
Small Digital (0 to 382 Sq. Ft.)	\$300.00 Per Year
Large Digital (383 to 672 Sq. Ft.)	\$500.00 Per Year

H. Administrative Fees

Type of Administrative Fees	Amount
Easement Vacation	\$300.00 Processing Fee

Right-of-Way Abandonment or Closure	\$300.00 Processing Fee + \$100.00 (nominal value of land, unless increased by City Commission or justified by appraisal)
Zoning Verification Letters	\$75.00 Processing Fee
Governmental Related Agreements	\$500.00 Processing Fee
Use of City Easement Property by Private Parties	\$500.00 Administrative Fee
Fiber Optic Licenses	\$3,500.00 Each Fiber Optic
Petrochemical Pipelines on City Property	\$5,000.00 Processing Fee
Wireless Communication Towers on City-Owned Property	\$3,500.00 Per Wireless Communication Tower
Sale of Surplus Real Property	\$815.00 Processing Fee
Granting and Releasing Easements	\$150.00 Processing Fee
Right of Entry	Up to \$300.00

SECTION 3: REPEALING CLAUSE.

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

SECTION 4: SEVERABILITY CLAUSE.

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

SECTION 5: 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 6: 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 _____, 2015.

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 _____, 2015.

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 _____, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. O-2015-___

AN ORDINANCE AMENDING ORDINANCE NO. O-2006-39 REVISING ARTICLE II, ADVISORY BOARD, SEC. 9 CREATING; OFFICIAL NAME, TERMS OF MEMBERS; AND AMENDING ORDINANCE O-2006-39 ARTICLE II, ADVISORY BOARD SEC. 13 (A) QUORUM; AND PROVIDING FOR A SEVERABILITY CLAUSE AND DECLARING AN EMERGENCY

WHEREAS, the ordinance creating the City of Pharr Tierra del Sol Golf Club Advisory Board has been approved and adopted; and

WHEREAS, currently Tierra Del Sol Golf Club Advisory Board consists of nine (9) members; and

WHEREAS, the number of members shall be decreased from nine (9) to seven (7); and

WHEREAS, Ordinance No. O-2006-39, Section 9 (b) shall be amended to read as follows:

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

SECTION A. MODIFICATIONS TO ADVISORY BOARD:

The following provisions shall be amended to read as follows:

ARTICLE II: ADVISORY BOARD

SECTION 9:

- B) The City of Pharr Board of Commissioners shall appoint seven (7) members to the City of Pharr Tierra Del Sol Golf Club Advisory Board. Said Advisory Board terms shall be three (3) members to serve a three (3) year term and four (4) members to serve a two (2) year term. Appointments to the Advisory Board shall be at the expiration of their individual term or as needed, in the event of a vacancy. The individual terms will automatically expire at 5:00 p.m. on the anniversary date of their appointed term. The City Commission shall take action to reappoint the member or fill the vacancy at the next scheduled regular meeting following the expiration of the member's term. The Commission may also reappoint the member at a regular scheduled or special called meeting within 30 days of the individual member's term expiration. Regardless of the date of appointment any said term will commence on the anniversary date set above.

SECTION 13. Quorum

- A) Four (4) of the regular voting members shall constitute a quorum for the transaction of business; and

SECTION B. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all other ordinances dealing with the subject and other ordinances in direct conflict with this ordinance is herewith repealed and this ordinance shall supersede and provisions in conflict herewith, all other provisions of the above described ordinances shall remain in full force and effect.

SECTION C. SEVERABILITY CLAUSE

If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provisions of this Ordinance.

SECTION D: DECLARING AN EMERGENCY CLAUSE

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that the 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.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 3rd day of November, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MEMORANDUM

DATE: November 3, 2015
TO: Mayor and Commissioners
THRU: Juan G. Guerra, City Manager
FROM: Hilda Pedraza, City Clerk

OK
HP

Appointment/Reappointment of Golf Course Advisory Members

ISSUE

On Tuesday, October 20, 2015, the Board of Commissioners tabled resolution appointing/re-appointing nine (9) committee members.

The following are the committee members whose terms expired on November 1, 2015. Leon Miller, George Gonzalez, Santiago Bazan, Kenneth Nissen, Nancy Thomas, Mario Gomez, Xavier Garcia, David Johnson, and David Pena.

STAFF RECOMMENDATION

Due to ordinance decreasing members of the Tierra Del Sol Golf Advisory Board from nine (9) to seven (7) on today's agenda, staff is recommending appointing/re-appointing seven (7) members to the Tierra Del Sol Golf Course Advisory Board.

THANK YOU

MEMORANDUM

DATE: October 23, 2015 Date of Meeting: November 3, 2015
TO: Mayor and Commissioners
THRU: Juan G. Guerra, City Manager
FROM: Hilda Pedraza, City Clerk

Resolution submitting entitlement votes for candidate(s) to the Appraisal District Board of Directors 2016-2017

ISSUE

The Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors.

The nominees on the Official Ballot for Election of 2016-2017 Appraisal District Board of Directors are as follows:

Eddie R. Cano
Albert D. Cardenas
Jaime Chavana
Fernando Dominguez
Peter Garcia
Aquiles "Jimmy" Garza
Richard A. Garza
David Hernandez
Rodolfo "Rudy" Ramirez
Amador Requenez
Albert Sandoval
Antonio Sandoval

The governing body may cast all its votes for one candidate or distribute them among any number of candidates.

The City of Pharr is entitled to cast a total of 115 in said election. Ballots must be returned to the Chief Appraiser before December 15, 2015

STAFF RECOMMENDATION

Consider casting of votes for candidate(s) named on the ballot.

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120



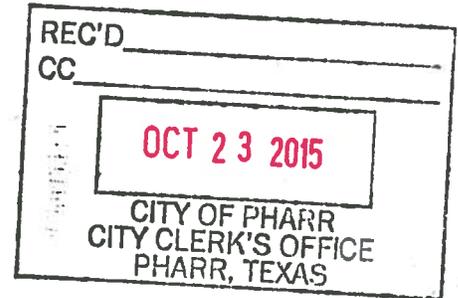
www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Eddie R. Cano	Member
Albert D. Cardenas	Member
Pablo "Paul" Villarreal, Jr.	Member

October 23, 2015

City Secretary
City of Pharr
PO Box 1729
Pharr, TX 78577-1718



Re: Election Ballot 2016-2017 Appraisal District Board of Directors

Dear City Secretary:

As prescribed by Section 6.03 of the Texas Property Tax Code enclosed you will find the "Official Ballot" with the candidate's names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate and a list of the total vote distribution to all entities.

There are five Board of Directors, who are elected by the taxing units that participate in the District which governs Hidalgo County Appraisal District. In addition to the five elected Board of Directors, the County Tax Assessor-Collector, Mr. Pablo "Paul" Villarreal Jr. serves on the Board as a non-voting Director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser before **DECEMBER 15, 2015**. A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results before **DECEMBER 31, 2015** to the governing body of each taxing unit in the district and to the candidates.

If you have any questions, or I can provide any additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG: pma

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
 Jorge Gonzalez, Asst. Chief Appraiser
 PO Box 208
 Edinburg, TX 78540-0208
 (956) 381-8466 (956) 565-2461
 Administration Fax: (956) 289-2120



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Eddie R. Cano	Member
Albert D. Cardenas	Member
Pablo "Paul" Villarreal, Jr.	Member

<p>Hidalgo County Appraisal District 4405 S. Professional Drive PO Box 208 Edinburg, TX 78540-0208</p> <p>"OFFICIAL BALLOT"</p> <p>Election of 2016-2017 Appraisal District Board of Directors</p>	
Entity: City of Pharr	Authorized Votes: 115
Nominee	# Of Votes
Eddie R. Cano	
Albert D. Cardenas	
Jaime Chavana	
Fernando Dominguez	
Pete Garcia	
Aquiles "Jimmy" Garza	
Richard A. Garza	
David Hernandez	
Rodolfo "Rudy" Ramirez	
Amador Requenez	
Albert Sandoval	
Antonio Sandoval	

 Date Resolution Passed
 (Attach Resolution)

 Authorized Representative

cc: Finance Director of each entity

Eddie R. Cano
McAllen



Founder & owner of Cano Coors Distributing Company, a wholesale beer distributorship serving the four county areas of the Rio Grande Valley from 1976 to 2001
Past President Hidalgo Wholesale Beer Distributor's Association for ten years
Served as a member of the Board of Directors for Co-Step for six years
Served as member of the Board of Advisors for Texas Commerce Bank & Chase for twenty two years
Served as a member of the Board of Directors of the Boy Scouts of America in the Rio Grande Valley
Served as member of Hidalgo County Appraisal Review Board for six years, two years as Chairman from 2006-2012
Served as member of the Pan American Board of Regents from 1982 to 1987
Presently serving as a member of the Board of Directors of the South Texas Higher Education Authority
Presently serving as a member of the Hidalgo County Appraisal District Board of Directors from 2014 to 2015
Presently serving as a member of the Vantage Bank Board of Advisory
Founder and President of Cano FamCo LTD., a family owned Property Development and Management Company that owns and leases Federal Buildings

Albert D. Cardenas
McAllen



Current Board member of McAllen Public Utility Board
Current Board member Boys and Girls Club
Vice-President Easton Construction, dealing mainly with commercial projects with offices in
McAllen & San Antonio
Served 6 years on the McAllen Planning and Zoning Board
Board member Hidalgo County Appraisal District Board of Directors 2014-2015

Jaime Chavana

No Bio Provided

Fernando Dominguez Mercedes



Board member Economic Development Corporation of Mercedes
Board member Mercedes Industrial Foundation
Past President Mercedes Affordable Housing Corporation
Board Member Affordable Housing of South Texas
Member Our Lady of Mercy Church
Member Knights of Columbus Council No. 12869
Registered Professional Appraiser 1994-2013
Western Michigan University 1997-1981
Graduate Mercedes High School 1969
Born and raised in Mercedes Texas
Married to Delia Rangel Dominguez; 3 children
U S Army Veteran, Vietnam Era Veteran (1972-1975), Honorable Discharge
Retired Cameron County Appraisal District (1988-2013)

Pete Garcia
San Juan



San Juan EDC Board, 2015 Member
Region One ESL Board, 2015 Member
Head Start Advisory Board, Member 2013 – 2015
San Juan Housing Authority, Member 2015
PSJA School Board, Member 2004 – 2013
Hidalgo County Appraisal District Board of Directors, Board member 2009 2013

Aquiles Jaime Garza Jr. McAllen



A. Jimmy Garza was born in McAllen Texas in 1975, and is a life-long resident of the Rio Grande Valley. After McAllen Memorial High School, he graduated with a BBA in Finance from Baylor University. He also participated in study abroad programs in London and Semester at Sea. He has spent his entire life working in the family-owned and operated produce business which has been in existence for over 35 years. His hands on role as Director of Operations at Bebo Distributing has provided Jimmy with valuable procurement, transportation and international business experience. Mr. Garza also had the distinction of serving as a city commissioner in the All-American City of Pharr from 2010-2015. He has valuable economic development experience as well having served as a board member at the Pharr Economic Development Corporation. Jimmy is a well-respected leader in the community who has served on numerous boards including the Pharr-Reynosa International Bridge board, PSJA Education Foundation, Texas Regional Bank Advisory Board, and Texas International Produce Association. In 2012, Texas Agriculture Commissioner Todd Staples appointed Jimmy to the Texas Agriculture Finance Authority. And in 2014, he co-founded Bebo's Angels, a non-profit organization dedicated to raising Autism Awareness in the community. In 2014, he served as Senior Advisor for the successful campaign of Dan Patrick for Lieutenant Governor of Texas. Currently, he is a Finance Director for George P. Bush Texas Land Commissioner.

He currently resides in Pharr, Texas with his wife of 16 years Adrienne, and their two boys AJ and Aron.

Richard A. Garza
Edinburg
(Incumbent & Chairman)



Hidalgo Appraisal District is responsible for appraising all real and business personal property within Hidalgo County. The district appraises property according to the Texas Property Tax Code and the Uniform Standards of Professional Appraisal Practices (USPAP).

Brief Biography:

- 🏠 Lifelong resident of Rio Grande Valley, Texas
- 🏠 Received Real Estate License at age 18
- 🏠 BBA in Finance, 1985 Pan American University
- 🏠 Married to Sylvia Sanchez Garza for 27 years with four sons
- 🏠 Real Estate Broker, BIC Realty for over 35 years
- 🏠 President of BIC Investments, GR Land Co., GarCo Ltd, BIC Development Co., Gold Star Holdings, Ice House Ranches, GR Inverciones & Anacahuillas Investments Cos.
- 🏠 Chairman of Cuartitos.com, a cargo shipping container leasing co.
- 🏠 Longtime member McAllen Board of Realtors & Edinburg Board of Realtors
- 🏠 Texas Association of Realtors member since 1977
- 🏠 Past Zoning Commissioner McAllen Planning & Zoning Board
- 🏠 Past Vice President of Finance Discovery Montessori School Board
- 🏠 Plazas del Lago HOA Finance Director
- 🏠 Chairman, Hidalgo County Appraisal District Board of Directors 1991 to present
- 🏠 Boy Scouts of America – Troop Leader
- 🏠 Current Director, Texas Land Developers Association
- 🏠 Member of Santa Gertrudis Breeders International
- 🏠 Previous Member Edinburg Hospital Authority Board of Directors
- 🏠 Member of The Las Villas at South Padre Island board of Directors
- 🏠 Member of Holy Spirit Catholic Church
- 🏠 Previous director of Edinburg Chamber of Commerce board of directors
- 🏠 Current member of Edinburg Chamber of Commerce
- 🏠 Current member of McAllen Chamber of Commerce
- 🏠 Current member of McAllen Hispanic Chamber of Commerce

David Hernandez
Weslaco



President/Owner & Operator of Holiday Wine & Liquors
Partner/Owner Pop-A-Top
Owner of Hernandez Farms
Board member Hidalgo County Appraisal District Board of Directors 2006 to present
Served 6 years as Director Weslaco Economic Corporation
Served 7 years as Director Weslaco Economic Corporation
Served 23 years and continue to serve on Weslaco Planning & Zoning Commission
Currently, Chairman on Weslaco Planning & Zoning Commission
Former Weslaco ISD Board Member
Former McAllen Boys & Girls Club Board member;
Former Palm Valley Animal Shelter Board member

Rodolfo “Rudy” Ramirez Edinburg



Mr. Rodolfo “Rudy” Ramirez is the Executive Director for the Edinburg Housing Authority (EHA), the public housing agency for the city of Edinburg, mandated and funded by the United States Department of Housing and Urban Development. As the EHA Executive Director since 2011, he is responsible for the administration of more than 1200 low income housing (398 public housing units and 840 Housing Choice Voucher units, as of October 01, 2015) in Edinburg. Ramirez has been involved in the community all his life, serving as a Commissioner with EHA from 1991 to 2011 and as a School Board trustee for ECISD from 1999 to 2005.

His experience details a dynamic leader with a proven track record in organizational change, program integrity, operational effectiveness and amalgamating federal, state and local resources. As an Executive Director he acts as liaison between the governing bodies, the client population and general public besides supervising daily operations. He also works closely with and provides professional advice to governing bodies and staff to effectively implement a variety of housing programs and ensure their compliance with mandated standards.

He comes from a strong real estate and education background. He served in a number of roles prior to his work as an Executive Director. He owned and ran a successful real estate business in the past. He is also a licensed Real Estate Broker and has taught continuing education real estate classes at South Texas College. Besides being a realtor, he also taught for the Edinburg school district at Sam Houston Elementary and San Carlos elementary between 1987 and 1993.

Mr. Ramirez is also currently serving as the Vice President for Housing Alliance of Valley Employees South Texas Region (H.A.V.E S.T.R.) since 2014. H.A.V.E S.T.R. is a professional membership organization consisting of agencies and individuals who administer housing and community development in the South Texas Region. Mr. Ramirez has consecutively received twice the Executive Director of the Year award by National Association of Housing and Redevelopment Officials.

Ramirez is currently pursuing his Master of Public Administration from the University of Texas - Rio Grande Valley and is expected to graduate in 2016. He holds a Bachelor of Science degree in Education from the University Texas- Pan American since 1987.

Mr. Ramirez was born and raised in Edinburg, TX, is married to Pamela Ramirez, and they have four children - Rudy Jr., Pete, Ida Marie, and Ivy May Ramirez. Mr. Ramirez is a firm believer of the motto: “Change starts with us.”

Amador Requenez Mission



Owner & Operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 years and Director for 4 year
Member of Mission Rotary for 20 years
Served on the Board of Hidalgo County Water District #6
Served on the Board of Hidalgo PIC (Private Industry Council)
Served on Board of Hidalgo County Appraisal District from 1992 to 2009
Current Board member Hidalgo County Appraisal Board of Directors 2012 to present

Albert Sandoval Donna



Family

Jonathan Ben Sandoval, Senior Donna High School
Miranda Celeste Sandoval, Freshman Donna High School

Current Donna ISD Board Member/President
Past Donna School Board Member (9 Years) 1993-2002
President, All Valley Pools, Inc.
Past Board of Directors Donna Chamber of Commerce
Past Board of Directors, Donna Boys and Girls Club
Texas A & M Graduate (Finance) Class of 1998
Active Supporter St. Joseph Catholic School
Active Supporter Donna Youth Football League
Active Supporter Donna Youth Football League
Active Supporter Donna Little League

Antonio Sandoval
Elsa



Born and raised in McAllen.

Entered active duty after graduating from McHi and served in the U.S. Navy during the Vietnam era.

Graduated and received a Bachelor of Business Administration Degree with a major in accounting from Pan American University in 1972.

Served as County Auditor for Hidalgo County

Currently serving as Executive Director for the Edcouch Housing Authority

Currently residing in Elsa with his wife (Maria) of 39 years.

Four daughters, Monica Garcia, Melissa Amaya, Marla and Melba+

RESOLUTION R-2015-____

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the City of Pharr is entitled to cast a total of 115 votes in said election; and

WHEREAS, ballots must be returned by December 15, 2015, which is the deadline for accepting votes; and

WHEREAS, the governing body of each Jurisdiction entitled to vote may cast all its entitled votes for one candidate or distribute its votes among any of the candidates on the ballot.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Pharr, Hidalgo County, Texas, that the following candidate(s) has the City of Pharr's voting entitlement of one hundred and fifteen (115) votes:

NAME (S)	VOTES
----------	-------

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the _____ day of _____, 2015.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

MEMORANDUM

DATE: October 28, 2015
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director

OK EW

SUBJECT: Reimbursement Resolution

ISSUE

The City of Pharr is working on several Capital Improvements Projects including Research and Technology Center in South Pharr, Repaving Program, Remodeling of Fire Station and several street improvements. Partial Funding is required to be acquired through Debt in order to meet the cash outflow needs in the long-term. Certificates of Obligation are intended to be issued to meet this cash flow needs. A Resolution declaring expectation to Reimburse Expenditures with proceeds of Intended Future Debt is required.

FINANCIAL CONSIDERATION

If approved, City will get Reimburse for Expenditures already incurred for Research and Technology Center.

STAFF RECOMMENDATION

To Approve

ALTERNATIVES

N/A

Please let me know if you have any questions on this or you want more detail

THANK YOU

Karla Moya

Finance Director

City of Pharr

Phone: 956-402-4150 Ext. 1907

REC'D CC	<i>Spald</i>
OCT 28 2015	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

MEMORANDUM

DATE: October 19, 2015
TO: Juan G Guerra, City Manager
FROM: Karla Moya, Finance Director



SUBJECT: Fraud Reporting Policy & Procedures

ISSUE

The Fraud Reporting Policy & Procedures will provide guidelines and responsibilities in regards to reporting and identifying fraud and/or misuse of City of Pharr revenue, property, information or other assets at the expense of City of Pharr taxpayers.

FINANCIAL CONSIDERATION

N/A

STAFF RECOMMENDATION

I recommend that the Fraud Reporting Policy & Procedure be approved as recommended by Cathy Jones, Internal Auditor as it is deemed necessary and in the best interest of the City.

ALTERNATIVES

N/A

Please feel free to contact me should the need arise, I am at extension 129.

THANK YOU



**FRAUD REPORTING
POLICY
&
PROCEDURES**

November 3, 2015

I. PURPOSE

The City of Pharr is committed to protecting its revenue, property, information, and other assets from any attempt to gain, by deceit, financial or other benefits at the expense of Pharr taxpayers.

The purpose of this policy is to identify fraud and/or misuse of City of Pharr revenue, property, information, or other assets, and to set forth specific guidelines and responsibilities regarding appropriate actions to prevent and/or respond to such incidents.

II. SCOPE

This policy applies to all employees of the City of Pharr.

III. DEFINITIONS

As used in this policy, the terms listed below shall have the following definition:

Abuse is intentional, wrongful, or improper use of resources or misuse of rank, position, or authority that causes the loss of misuse of resources.

Embezzlement is the act of dishonesty appropriating or secreting assets by one or more individuals to whom such assets have been entrusted.

Employee(s) refers to all City of Pharr employees.

Forgery is the creation of a false written document or alteration of a genuine one with the intent to defraud.

Fraud is the intentional misrepresentations or omission of facts for personal gain.

Impropriety is the failure to show due diligence in handling City of Pharr funds.

Misappropriation is the intentional, illegal use of the property or funds of another person for one's own use or other unauthorized purpose.

Waste is the loss or misuse of City of Pharr resources that result from deficient practices, system controls, or decisions.

IV. PROHIBITED ACTS

Fraud and misuse of City of Pharr revenue, property, information, or other assets is prohibited. Examples of fraud and other similar irregularities include, but are not limited to:

- A. Dishonesty or misrepresentation of facts;
- B. Embezzlement, misappropriation, or other financial misconduct;
- C. Forgery or alteration of checks, drafts, promissory notes, securities, purchase orders, contracts, or personnel and beneficiary documents;
- D. Any irregularity in the handling or reporting of money transactions or credit cards;
- E. Misappropriation of computers, furniture, fixtures, equipment or supplies or any asset belonging to the City;
- F. Seeking or accepting anything of material value from vendors, consultants, or contractors doing business with the City of Pharr in violation of the City of Pharr Purchasing Policy;

- G. Unauthorized use or misuse of City of Pharr property, equipment, time, fuel, materials, procurement card, credit cards, or records;
- H. Use or disclosure of confidential, privileged, or other protected information, not reasonably available to all persons or outside parties for private gain;
- I. Any computer related activity involving the alteration, destruction, forgery or manipulation or data for fraudulent purposes or misappropriation of City of Pharr owned software;
- J. Any claim for reimbursement of expenses that are not made for the exclusive benefit of the City of Pharr;
- K. Authorizing or receiving compensation for hours not worked;
- L. Inputting time in/out for another employee; and
- M. Any similar or related irregularity.

V. RESPONSIBILITY

City of Pharr management is responsible for instituting and maintaining a system of internal controls to provide reasonable assurance for the prevention and detection of fraud, misappropriations, and other irregularities. Management should be familiar with the types of fraud that might occur within their area of responsibility, be alert for indications of such conduct, and follow the prescribed reporting procedures in the event of a suspected or known violation of this policy

The City Manager, or designee, has the primary responsibility to investigate any suspected acts of fraud or other similar irregularity as defined in this policy. The City Manager will notify City Attorney of material reported allegations of fraudulent or irregular conduct prior to the commencement of the investigation.

In all circumstances, where there are reasonable grounds to indicate fraud may have occurred, the City Manager, or designee, shall advise City Attorney who may coordinate the investigation with the appropriate law enforcement officials.

VI. COMPLAINT PROCEDURES

- A. Employees of the City of Pharr shall read and understand this policy. Any employee who has knowledge of an occurrence of irregular conduct, or has reason to suspect fraud has occurred, shall immediately notify the City Manager, or designee or report the incident via email at report.fraud@Pharr-Tx.gov. The FRAUD HOTLINE telephone number **956-475-3499** and will be available to leave an anonymous message 24/7. The voice message will prompt you as to all the information that is needed to do a complete investigation. Upon receiving the fraud allegation, the City Manager, or designee shall document the allegation and conduct a preliminary investigation to determine the credibility of the reported allegation. In circumstances where there appears to be reasonable grounds for suspecting that a material fraud has taken place, the City Manager, or designee, will notify City Attorney and the Mayor.
- B. The Fraud Investigation manager, designated by the City Manager, will maintain a complete set of digital records of all investigations by department and by year.
- C. Upon conclusion of the investigation, all **Material Findings** will be reported to the City Commission.

- D. The City Manager and City Commission will determine the appropriate actions to be taken, including court-ordered restitution, and efforts to recover City of Pharr losses from the offender, or other relevant source(s).

VII. REPORTING

The City Manager will report significant investigation findings to City Attorney and the Mayor in written or verbal format. The City Manager will determine which investigation findings will be reported to the City Commission in an Investigation Report that has been reviewed by City Attorney. The City Manager will report to the City of Pharr External Auditors all significant information relating to investigations.

VIII. MEDIA REQUESTS

All fraud investigations and reports are considered internal audit work papers and are not subject to the Public Information Disclosure Act.

Employees contacted by the media with respect to an audit investigation shall refer the media to the City Manager. The alleged fraud or audit investigation shall not be discussed with the media by any person other than through the City Manager, or his designee, as appropriate, before responding to a media request for information or interview.

The City Manager will determine media messages and identify an appropriate spokesperson, as required.

IX. PREVENTION

The City of Pharr will maintain internal controls to protect the organization from loss or other damages as a result of a fraudulent act.

X. WHISTLEBLOWER PROTECTION

No City of Pharr employee or person acting on behalf of the City of Pharr shall dismiss or threaten to dismiss an employee; discipline or suspend or threaten to discipline or suspend an employee; impose any penalty upon any employee; or intimidate or coerce an employee because the employee has acted in accordance with the requirements of this policy. Any violation of this section shall result in disciplinary action up to and including termination of employment.

The whistle-blower protection does not apply to an employee reporting or complaining about a fraudulent activity that he/she is found to be involved in or part of.

XI. FALSE ALLEGATIONS

False allegations of suspected fraud with the intent to disrupt or cause harm to another shall be subject to disciplinary action.

XII. CONFIDENTIALITY

All investigations will be conducted in confidence insofar as reasonable possible. The name or names of those communicating information about a fraudulent act and the name or names of those suspected of a fraudulent act will only be revealed when required by law in conjunction with the investigation or legal action.

XIII. CONSEQUENCES FOR VIOLATIONS OF THIS POLICY

If a suspicion of fraud or misuse of City of Pharr revenue, property, information, and other assets is substantiated by the investigation, appropriate action shall be taken by the City Manager, or designee. These actions may include, but are not limited to:

- A. Disciplinary action up to and including termination of employment;
- B. Requiring reimbursement to the City of Pharr, by the employee, for all losses, including investigation and legal expenses, to the fullest extent of the law;
- C. Forwarding information to the appropriate authorities for criminal prosecution;
- D. Institution of civil action to recover losses.

The City of Pharr may take corrective or disciplinary action without awaiting the resolution of criminal or civil proceedings arising from the fraudulent conduct or misuse of City of Pharr revenue, property, information, and other assets.

Questions concerning the Fraud Reporting policy may be directed to the City Manager at (956)402-4100.

MEMORANDUM

DATE: TUESDAY, NOVEMBER 03, 2015 

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: STREET NAME PETITION

GENERAL INFORMATION:

PETITION REQUEST: Petition to change the street name of Gay Street to Los Unicos Street in Pharr, Hidalgo County, Texas.

LOCATION: Gay Street is a 50 foot local street that runs North and South between North Palm Drive and North Sugar Road.

ZONING: The property surrounding the proposed street name change is currently zoned Single Family Residential District (R-1). The area is generally designated for residential use in the Land Use Plan.

COMMENTS: **PUBLIC WORKS:** Recommends denial of the street name change. (see attached memo)

PLANNING DEPT.: Recommends denial of the street name change. (see attached memo)

SIGNATURE OF PETITIONERS: Eleven (11) surrounding property owners are in agreement to change Gay Street to Los Unicos Street in Pharr, Hidalgo County Texas.

DEVELOPMENT SERVICES STAFF RECOMMENDATION: Development Services Staff is recommending **denial** of the request for the requested street name change due to the following:

- The approval of street names within the City and its extraterritorial jurisdiction is a process identified and addressed at the development stage.

- There are approximately (3) three recorded plats that confront the existing street in question and have followed the legal formalities of recording the existing street name (See attached plats).
- Current street name is served by local and/or inter-local 9-1-1 emergency dispatch system and street names play a critical role for emergency responders.

**SIGNATURE OF
PETITIONERS:**

The Planning and Zoning Commission voted to deny the request for the petition to change the name of Gay Street to Los Unicos Street in Pharr, Hidalgo County, Texas. The motion carried by majority vote with three (3) of the members voting yea and five (5) members voting nay. Motion was denied.

REC'D _____
 CC _____

JUN 29 2015

CITY OF PHARR
 ADMINISTRATION
 PHARR, TEXAS

Petition to

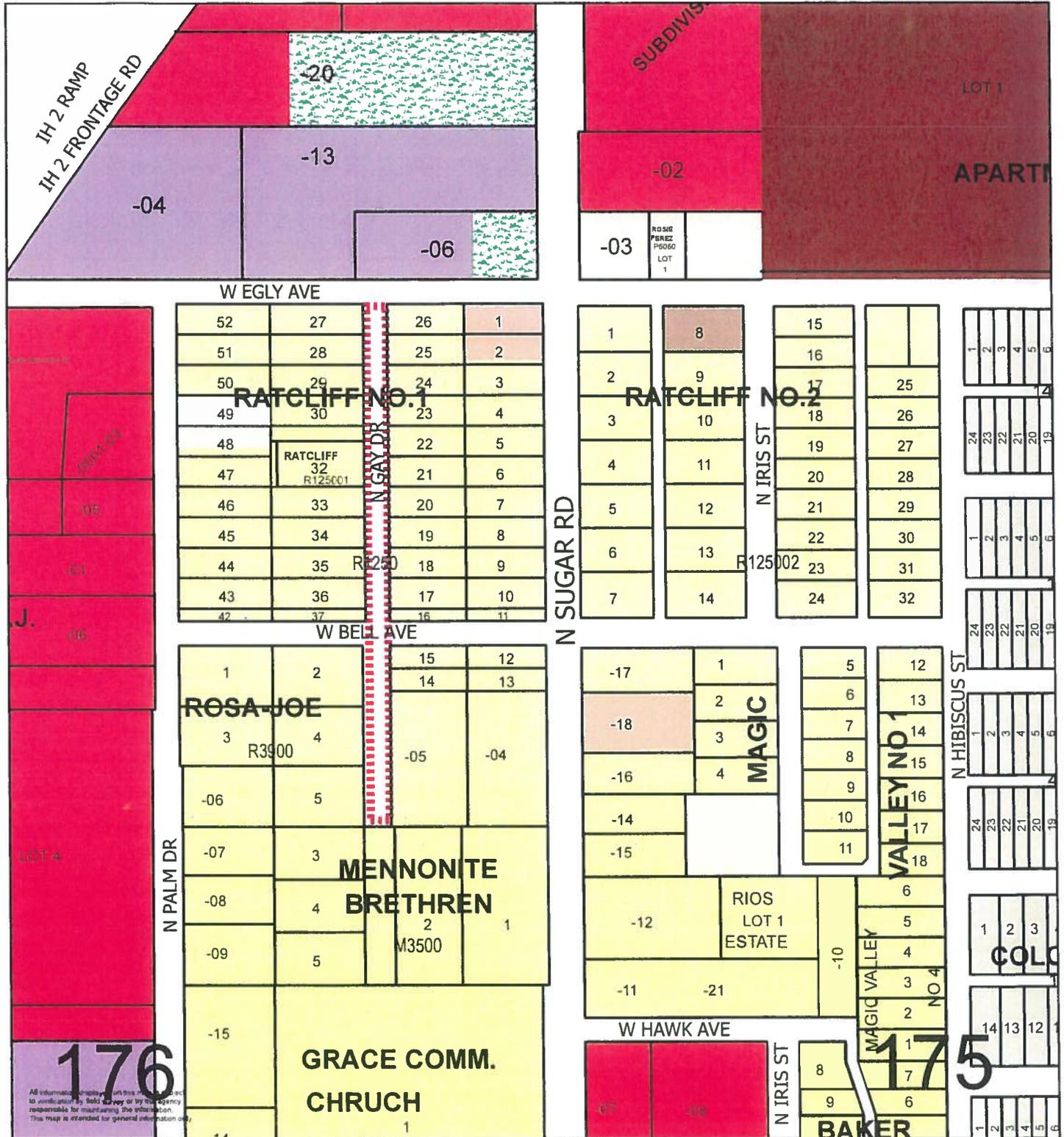
REC'D _____
 CC _____

MAY 13 2015

CITY OF PHARR
 ADMINISTRATION
 PHARR, TEXAS

Petition summary and background	April 21, 2015 Petition to change the name of GAY ST in Pharr, Texas to LOS UNICOS ST. Gay St is a 1 1/2 block street from Egly St to 1/2 block pass Bell St. in Pharr, Texas
Action petitioned for	We, the undersigned, are in agreement to change GAY ST in Pharr, Texas to "LOSUNICOS ST."

Printed Name	Signature	Address	Comment	Date
Angie Mercado		519 N. Gay DR		4/27/15
Juan Torres		611 N. Egly DR		4/27/15
Nidia Gomez		514 N. Gay Dr		4/27/15
José B		512 W. Gay		4/28/15
Juan Lopez		413 N. Gay		4/28/15
Joel Torres		508 N. Gay		4/28/15
TONY MOORE		501 N. Gay Dr		4-28-15
Kichini Villanet		509 Gay St		
Riguel Sanchez		503 N. Gay St Pharr		4/29/15
Roy Sanchez		6080 Palu Dr Pharr		
Doraiz Gonzalez		502 N. Gay Dr Pharr, TX		
Susie Amundson		506 North Gay Dr Pharr		4-29-15
Walter Morillo		415 N. GAY		4/29/2015
LEROY CADENA		507 N. GAY		4-30-15



Pharr City Limit



Agricultural Open Space



Single-Family Residential

Single-Family Residential Small Lot

Two-Family Residential

Medium-Density Multifamily Residential

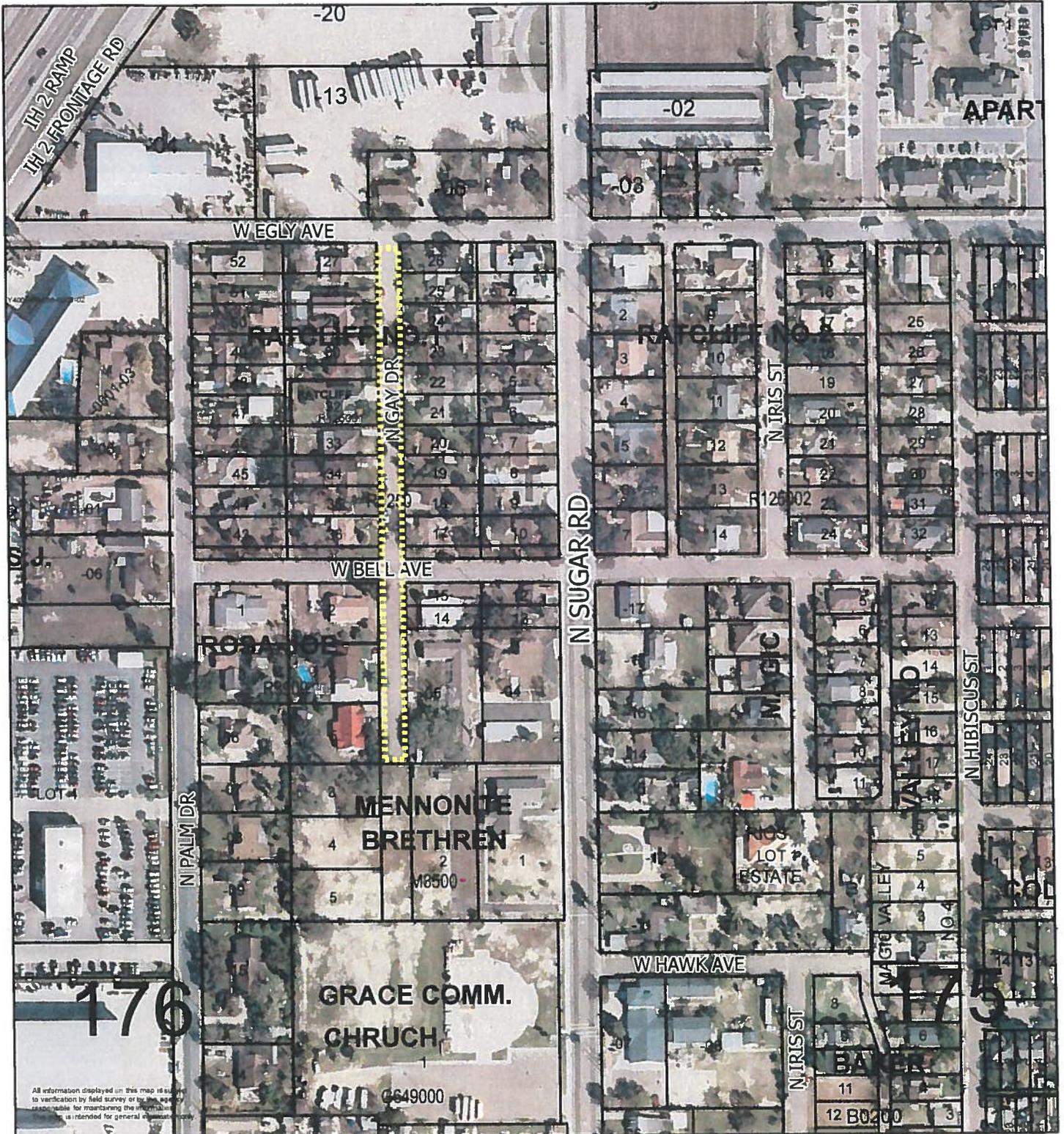
High-Density Multifamily Residential

General Business

Heavy Commercial

Neighborhood Commercial





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.



MEMORANDUM

DATE: September 30, 2015 
TO: Juan G. Guerra, City Manager
FROM: Roy Garcia, Public Works Director

SUBJECT: Street Name Change Petition

ITEM:

Consideration and action, if any, on petition requesting a street name change (North Gray Drive to Los Unicos Street) within the corporate city limits of Pharr.

FINANCIAL CONSIDERATION:

N/A

STAFF RECOMMENDATION:

Staff does not recommend this item be approved as submitted.

The approval of street names within the city and its extraterritorial jurisdiction is a process identified and address at development stage. In this particular case, there are approximately (3) three recorded plats that confront the existing street in question and have followed the formalities of recording the existing street name. Street names play a critical role for emergency responders. The current street name is served by a local or inter-local 9-1-1 emergency dispatch system.

Map Exhibit Attached



MEMORANDUM

DATE: MONDAY, OCTOBER 26, 2015
TO: PLANNING AND ZONING COMMISSION
FROM: ROLAND GOMEZ, SENIOR PLANNER 

SUBJECT: Street Name Change Petition

ITEM:

Petition to change the street name of Gay Street to Los Unicos Street in Pharr, Hidalgo County, Texas.

COMMENTS:

Planning staff recommends denial of the request to change the street name of Gay Street to Los Unicos Street due to the following:

- There are 3 plats that have followed official procedure of recording existing street names and that will be affected by the street name change.
- It may require considerable cost to the residents and to service providers such as the City and private utility companies.
- Street names play a major role in emergency response and are evaluated for alignment and naming at development stage before recordation.



MEMORANDUM

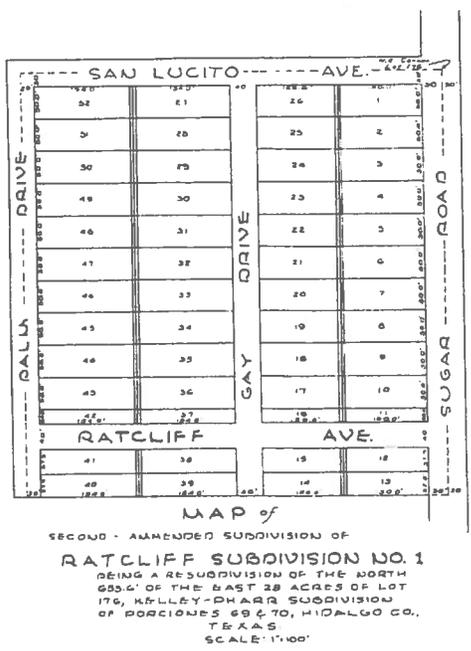
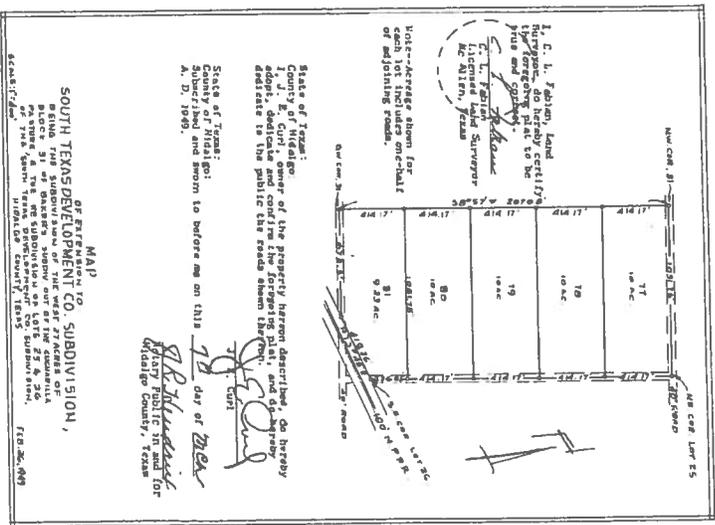
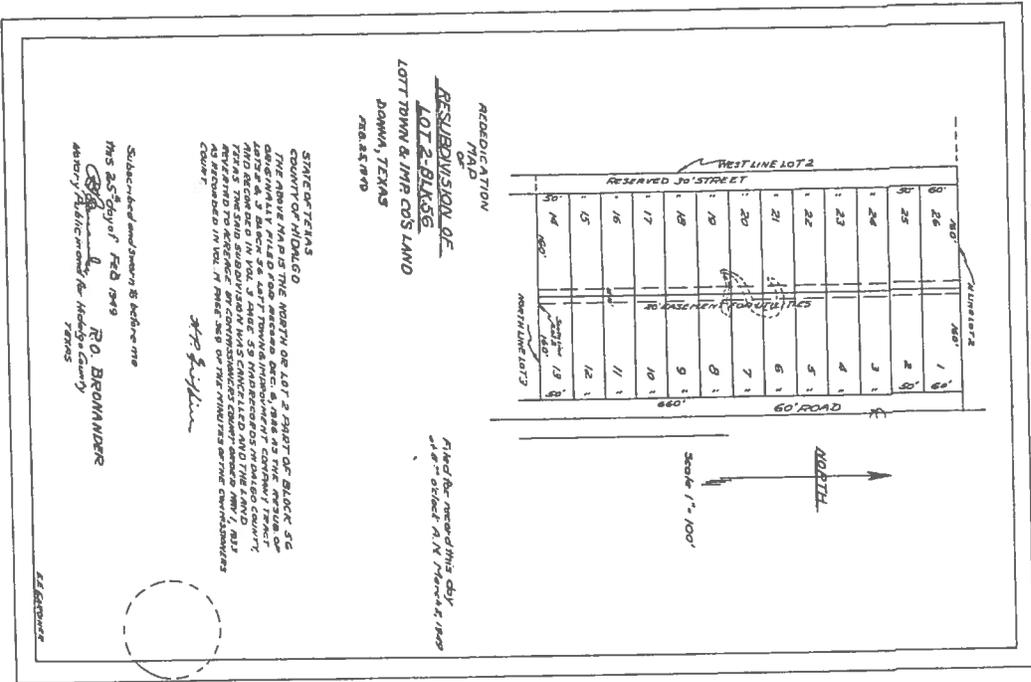
DATE: October 22, 2015

TO: Melanie Cano, Interim Director of Development Services

FROM: William Ueckert, City Engineer
Samuel Tooley, GIS Manager

SUBJECT: Street Name Change Petition

North Gay Drive does not align with any other existing or currently proposed streets in the City of Pharr so a name change will have no impact beyond North Gay Drive itself. There are also no existing or currently proposed streets named Los Unicos, Unique, Only, Sole, or any variation thereof inside the City of Pharr.



STATE OF TEXAS,
COUNTY OF HIDALGO,
I, M. D. ORE, a Civil Engineer & Surveyor, do hereby
certify that the accompanying Map is a true & correct repre-
sentation of a survey made by me on the ground for R. O. Ratcliff
owner, on the 12th day of January A. D. 1949.

Subscribed & sworn to by M. D. Ore before the undersigned
on this the 12th day of January A. D. 1949.

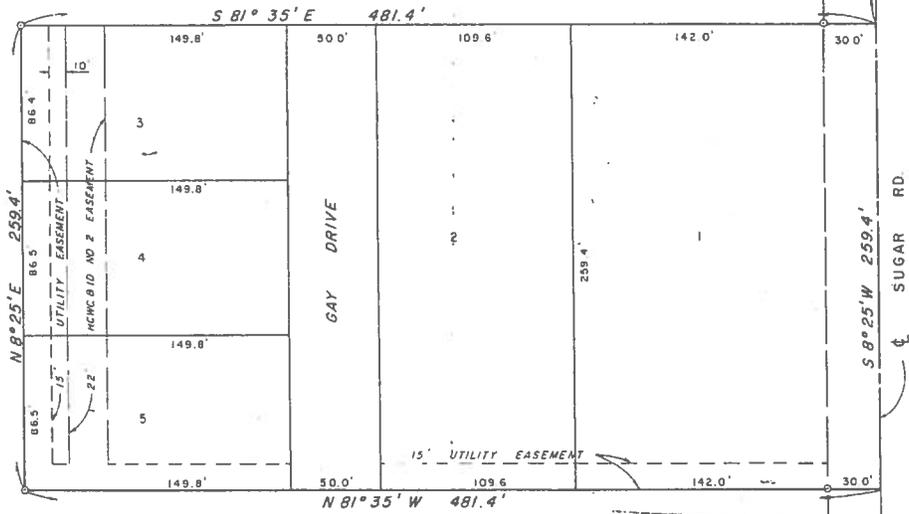
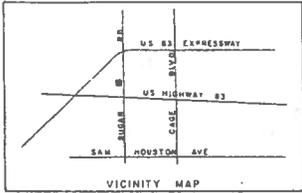
STATE OF TEXAS,
COUNTY OF HIDALGO,
I, Mrs. E. O. Ratcliff, joined by my husband, R. O.
Ratcliff, owner of the lands herein represented, & who has
caused same to be re-subdivided, do hereby approve, accept &
adopt the accompanying Map of said subdivision of a part
of Lot 176 of the Kelley-Dharr Subdivision & I do hereby
grant to the public the use of & an easement into the streets
shown thereon for all public purposes that have to be received,
over & across the lots & streets shown thereon, easements
for water lines, gas lines, telephone & telegraph lines, electric
lines & other utilities. Such easements to be for the benefit
of myself or those to whom I may hereafter grant said easements.

IN TESTIMONY WHEREOF, Witness my hand this
the 12th day of January A. D. 1949.

Mrs. E. O. Ratcliff
Owner
R. O. Ratcliff
Co-owner

Note: This is an amended Map of Ratcliff S.D. No. 1 as shown in
Map Book 9 - Page 28 and eliminates block numbers previously
shown.

M. D. Ore
Civil Engineer



15623

APPROVED FOR RECORDING FOR RECORDING City of Pharr Right of Way Dept. by *Thomas Wood* Date *2-2-78*

FILED FOR RECORDING IN THE CITY OF PHARR TEXAS BY *Thomas Wood* City Engineer

MAP OF MENNONITE BRETHREN BIBLE CHURCH

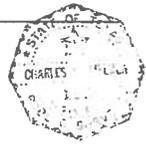
SUBDIVISION IN THE CITY OF PHARR, TEXAS

BEING A RESUBDIVISION OF 2.859 ACRES OUT OF LOT 176, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE ACCOMPANYING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREON SHOWN AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

FILED FOR RECORD THIS 4th DAY OF FEBRUARY 1978

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
FEBRUARY 3, 1978 JOB NO. 780027



STATE OF TEXAS
COUNTY OF HIDALGO

Santos Saldaña
SANTOS SALDAÑA
Notary Public, Hidalgo County, Texas

KNOW ALL MEN BY THESE PRESENTS: THAT THE OPEN BIBLE MENNONITE BRETHREN CHURCH, OWNERS OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT, DEDICATE AND CONFIRM THE FOREGOING PLAT OR MAP AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS DESIGNATED THEREON.

Alvin Neufeld
ALVIN NEUFELD

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ALVIN NEUFELD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF February, A.D., 1978.

Orville R. Rodriguez
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS



THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS, ON THIS THE _____ DAY OF _____, A.D., 19__.

Lawrence W. Walters
CHAIRMAN

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF PHARR, TEXAS, ON THIS THE _____ DAY OF _____, A.D., 19__.

A.C. Jaime
A.C. JAIME, MAYOR

ATTEST:
CITY SECRETARY _____

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 ON THIS THE 6th DAY OF April, A.D., 1978.

ATTEST:
SECRETARY _____
PRESIDENT _____



Pharr
Administration

interoffice
MEMORANDUM

To: Mayor and City Commission

From: Imelda Barrera, Assistant City Clerk *AB*

Subject: Employee Benefits Plans

Date: October 30, 2015

Information will be provided at time of meeting.

Thank you.



MEMORANDUM

DATE: October 27, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on City's payment in the amount of \$158,934 to TxDOT for Construction and Construction Engineering Direct State Costs for the City of Pharr Bicycle Accessible Improvements (CSJ: 0921-02-324) Project according to the Advance Funding Agreement.

ISSUE

A payment in the amount of \$158,934 to TxDOT for city's participation in Pharr Bicycle Accessible Improvements Project. The total project construction cost is estimated at \$794,671. The city's participation (20%) cost is currently due.

FINANCIAL CONSIDERATION

Payment to TxDOT in the amount of \$158,934.

STAFF RECOMMENDATION

Staff recommends payment.

ALTERNATIVES

None

REC'D CC	
OCT 28 2015	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	

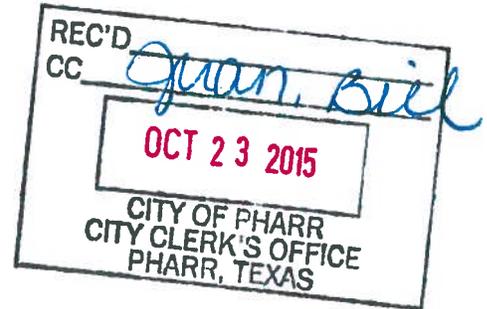


Texas Department of Transportation

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

October 15, 2015

Honorable Ambrosio "Amos" Hernandez
Mayor, City of Pharr
PO Box 1729
Pharr, Texas 78577



**RE: Advance Funding Agreement – Transportation Enhancement Project
City of Pharr Bicycle Accessible Improvements
CSJ: 0921-02-324**

Dear Mayor Hernandez:

As shown on "Attachment C, Project Budget Estimate and Source of Funds" of the Advance Funding Agreement, the City's participation for Construction and Construction Engineering Direct State Costs is \$158,934 and is due 60 days prior to letting. This project is scheduled to let **January 2016** and this amount is due now due. **Please submit a check in the amount of \$158,934 made payable to the "Texas Department of Transportation Trust Fund" no later than November 6, 2015**, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

cc: Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Stephen Walker, R.L.A. Landscape Architect
Project File

State Let
1/2014

CSJ #0921-02-324 Fed.# STP 2014(093)TE
District # 21-Pharr
Code Chart 64 # 32600
Project: City of Pharr Bicycle Accessible
Improvements Project
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
Off-System Standard AFA – for TE Projects Budget Estimate
TxDOT Performs Work and/or Hires Consultant/Contractor

Description - Project Cost to be incurred: Development & Construction by TxDOT :	Total Estimated Cost	Federal Participation (70% or <) Max TE \$644,138		State Participation		Local Participation (20% or greater)	
		%	Cost	%	Cost	%	Cost Due upon execution*
Planning, research, surveying, education for non- construction related projects	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	0%	\$0
Subtotal Project Costs	\$0	0%	\$0	0%	\$0	0%	\$0
TxDOT Admin Cost incurred: (10% of estimated TxAC) PE- Direct state costs-reviews, mgmt, clearances, etc	\$ 10,502	80%	\$ 8,401	0%	\$0	20%	\$ 2,101
Subtotal	\$ 10,502		\$ 8,401		\$0		\$ 2,101*
Misc. Cost – Non Reimbursable	\$0	0%	\$0	0%	\$0	0%	\$0
ROW and associated costs	\$0	0%	\$0	0%	\$0	0%	\$0
Construction and Associated Cost incurred:	\$700,150	80%	\$560,120	0%	\$0	20%	Due 60 days Prior Let**
Construction - includes work bid items							\$140,030
Other associated cost of construction and management by consultants/contractors, CE	\$0	0%	\$0	0%	\$0	0%	\$0
TxDOT Admin. Cost incurred: (Remainder of TxAC) Construction Phase, Direct state costs -oversight, inspection, site visits, close-outs, etc	\$ 94,521	80%	\$ 75,617	0%	\$0	20%	\$ 18,904
Subtotal for Construction	\$ 794,671		\$635,737		\$0		\$ 158,934 **
TOTAL	\$ 805,173		\$644,138		\$0		\$ 161,035

CSJ #0921-02-324 Fed.# STP 2014(093)TE
District # 21-Pharr
Code Chart 64 # 32600
Project: **City of Pharr Bicycle Accessible
Improvements Project**
Federal Highway Administration
CFDA # 20.205
Not Research and Development

The Estimated Total Participation by the Local Government is \$161,035 plus 100% of overruns. Payment to the State of: \$2,101 is due upon executing the project contract, based upon 10% of TxDOT's Estimated Administrative cost for PE. Should ROW be acquired, the local's share of the cost of the property and/or any associated expenses is due prior to acquisition. Payment to the State of: \$158,934 or the balance of Local's Participation costs including TxDOT's Construction Administrative costs is due 60 days prior to advertising for construction bids. This is an estimate. The eligible percent of required local match is stated in the nomination and must be 20% or greater. The final amount of Local Government's participation will be based on actual costs. The Maximum amount of federal TE funds available for the project is \$644,138.



MEMORANDUM

DATE: October 28, 2015
TO: Juan G Guerra, City Manager
FROM: Roy S. Garcia, Community Events Director

RG
JG

SUBJECT: Veterans Day Parade Firework Purchase

ISSUE

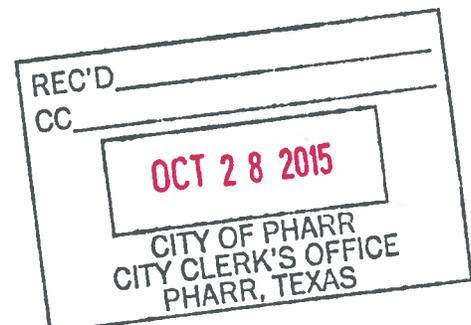
The annual Veterans Day Parade and Festival will take place on Saturday, November 7th at 4 PM. It will be starting at the intersection of Cage and Polk and proceed down south until arriving at Sam Houston and leading the floats to the PSJA stadium where we will have our viewing ground for the fireworks. The City is looking into purchasing the fireworks from Zambelli Fireworks Mfg. Company out of New Castel, Pennsylvania.

FINANCIAL CONSIDERATION

The total cost of this year's firework display is \$16,000.00. In sponsorships Boggus Ford has donated \$5,000 and HEB has donated \$3,000. In addition to sponsorship money, the cost of the firework display will be off-set by the float entry donations and by concession sales at the stadium.

STAFF RECOMMENDATION

Staff recommends approval to contract Zambelli Fireworks Mfg. Company for firework display for the Veterans Parade on Nov. 7th 2016.



ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 11th day of August 2015 by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

City of Pharr of Pharr, TX (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: November 7, 2015 Postponement Date: November 8, 2015

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of **\$16,000.00** (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.
5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:

- (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
- (b) Client must secure and deliver to Zambelli no later than _____ or ____ days prior to the Display Date all permits necessary for the Display, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Zambelli will assist Client when appropriate in completing permit applications.

[Alternate to (b) above when it is expressly required by regulations that Zambelli obtain the permits. "Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications."]

- (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.

- 6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
- 7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
- 8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
- 9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

- 10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
- 11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake,

flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to City of Pharr, 118 south Cage, Pharr, TX 78577
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

20 South Mercer Street

New Castle, PA 16101

724-658-6611 800-245-0397 FAX 724-658-8318

Zambelli Fireworks Mfg. Co.

20 South Mercer Street

New Castle, PA 16101

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

Communication Sheet

Communications Sheet must be completed in its entirety each year. *Our insurance carrier requires a newly completed form each year.* A Zambelli representative will use this sheet to contact you.

Customer Information		Show Information	
Customer Name	_____	Show Date	_____
Address	_____	Rain Date	_____
City, State, Zip	_____	Time of Show	_____
		Duration of Show	_____
Firing Site Location		Storage Site Location	
Description	_____	Description	_____
Site contact Name	_____	Site Contact Name	_____
Phone Number	_____	Phone Number	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Contact Person		Alternate Contact #1	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____
Alternate Contact #2		Day of Show Contact	
Name	_____	Name	_____
Address	_____	Address	_____
City, State, Zip	_____	City, State, Zip	_____
Home Phone Number	_____	Home Phone Number	_____
Fax Number	_____	Fax Number	_____
Office Number	_____	Office Number	_____
Cell Number	_____	Cell Number	_____
E-Mail	_____	E-Mail	_____

Suggested Routing from New Castle:

Zambelli Fireworks Mfg. Co.

20 South Mercer Street
New Castle, PA 16101

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

Required Insurance Requisition Form

Customer Name _____

Address _____

City _____ State _____ Zip _____

Display Date _____ Display Duration _____

Location of Display _____

City _____ State _____ Zip _____

Name all Additional Insured

Name & Address of Display Site Property Owner

Certificate to be issued

to: _____

Address _____

City _____ State _____ Zip _____

Title _____ Phone _____

*** This form must be returned with your signed contract in order for the insurance certificate to be processed. Our insurance company requires that we have this form in addition to the signed contract prior to the certificate being issued.**

Zambelli Fireworks Mfg. Co.

20 South Mercer Street
New Castle, PA 16101

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

REQUIRED DIAGRAM AND FIRING SITE INFORMATION

*Our goal is to provide you with the **BEST** possible display for your event dollar, under the safest conditions.*

It is a requirement of our Insurance Carrier and the authority having jurisdiction that a **SCALE** firing site diagram or aerial photograph be provided showing accurate distances in **ALL DIRECTIONS** to buildings, spectators, parking and bulk storage facilities, as well as roadways and highways that will remain open during the fireworks presentation. The scale firing site diagram or aerial photograph must clearly indicate the safety zone lines and limits that have been established for this program. An approved **SCALE** firing site diagram could be kept on file for future reference! Insurance Certificates will not be processed unless an approved firing site diagram or aerial photograph has been submitted.

Please use the following checklist to assist you in submitting your map/diagram. If an item is not applicable to your situation, please insert N/A.

Distances (in feet) from the firing site to the following:

- 1) Spectators/Audience/Viewing Area _____
- 2) Parking Areas _____
- 3) Occupied Buildings _____
- 4) Public Buildings: (Schools, Churches, Hospitals,
Correctional Facilities, etc.) _____
- 5) Fuel Pumps/Storage, Explosive/Toxic Material
Storage
(Gasoline Stations, Refineries, etc.) _____
- 6) Temporary Event Set-ups: (Tents, Carnival Rides,
Concession Stands, etc.) _____
- 7) Highways, Roads, Streets, etc. _____
- 8) Overhead Obstructions: (Power Lines, Lighting,
etc.) _____
- 9) Active Railroads _____

Signature

Date

Title



MEMORANDUM

DATE: October 28, 2015 
TO: Juan G Guerra, City Manager
FROM: Roy S. Garcia, Community Events Director

SUBJECT: Hub Phest (PAL) - Contracting Bands and Raffle Items

ISSUE

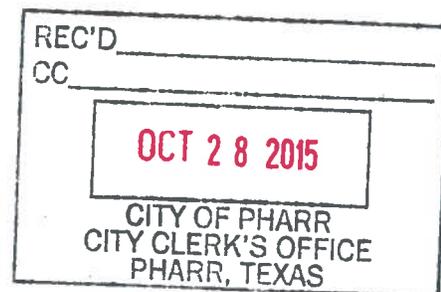
The 2016 (PAL) Hub Phestival has been set for April 2, 2016. For this Hub Phest, the City and PAL is looking into booking head lining band, Pesado or Intocable and raffling a 2016 Dargel Boat. Looking for City Council approval to contract one of these bands for Hub Phest. This will give us time to create the sponsorship packages and solicited to the public.

FINANCIAL CONSIDERATION

Please see attached invoices for itemized pricing of the boat and will get with legal on the bands contract.

STAFF RECOMMENDATION

Staff recommends approval to contract Agave Productions (Pesado Band) or Bookem Nano (Intocable) for Hub Phest April 2nd 2016. This event will be hosted downtown Pharr. This will give us time to create the sponsorship packages and solicited to the public.



Itemized Budget For Hubphest April 2, 2015

Entertainment				
Intocable	\$ 47,500.00			
Pesado	\$ 60,000.00			
Kids Entertainment	Pending			
Catering/Buyout	Pending			
Hotel Rooms	Pending			
Total	\$ 107,500.00			
Production				
Audio/Sound	\$ 15,000.00			
Fencing	\$ 15,000.00			
Total	\$ 30,000.00			
Staff				
	Money/Hour	Total Hours	Total Used	
Ushers	Pending	Pending	Pending	
Police Officers	Pending	Pending	Pending	
Security Guards	Pending	Pending	Pending	
Concessionaires	Pending	Pending	Pending	
Total				
Admission Tickets				
	Per Ticket	Total Tickets		
Admission Fee	\$ 5.00	10000		\$ 50,000.00
Total				\$ 50,000.00
Raffle Prizes				
	Cost	Donation	Amount Paid	
Fully Loaded Dargel	\$ 33,000.00	\$ (13,000.00)	\$ 20,000.00	
F-150				
Raffle Tickets				
Amount Sold	\$ 20.00	1000	\$ (20,000.00)	
Total			\$ -	
Sponsorship				
Boggus Ford	\$ (10,000.00)			
L&F	\$ (10,000.00)			
Glazer's	\$ (10,000.00)			
Vitamin Shack	\$ (10,000.00)			
Total	\$ (40,000.00)			
Concessions				
	Per Item	Total Sold		
Alcohol	Pending	Pending		
Food	Pending	Pending		
Soda/Water	Pending	Pending		
Candy	Pending	Pending		
Total				

Grand Total				\$ 97,500.00
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MEMORANDUM

DATE: October 28, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

OK
GW

SUBJECT: Agenda Request: Consideration and action, if any, on approving Advance Funding Agreement Amendment #1 (CSJ: 0921-02-253) ITS at Pharr/Reynosa International Bridge.

ISSUE

Amendment #1 will terminate the original Advance Funding Agreement for the installation of an Intelligent Transportation System at the Pharr/Reynosa International Bridge that was executed on April 6, 2011. The termination of this AFA will allow the city to use these funds for other projects at the bridge.

FINANCIAL CONSIDERATION

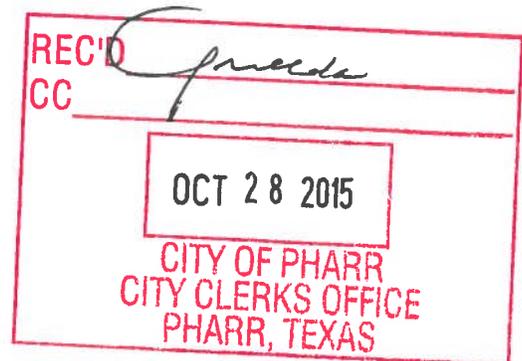
None

STAFF RECOMMENDATION

Staff recommends Amendment #1.

ALTERNATIVES

None





October 23, 2015

Honorable Ambrosio "Amos" Hernandez
Mayor, City of Pharr
P.O. Box 1729
Pharr, Texas 78577

RE: Advance Funding Agreements (AFA)
Pharr/Reynosa International Bridge Improvements
1) International Bridge Expansion - CSJ: 0921-02-193
2) Intelligent Transportation System - CSJ: 0921-02-253

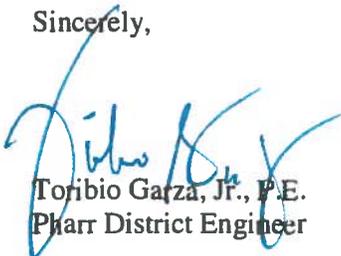
Dear Mayor Hernandez:

As you know, the Pharr/Reynosa International Crossing was allocated \$5,124,959 in Coordinated Border Infrastructure (CBI) Funding for improvements to facilitate cross-border vehicle and cargo movements and this total amount was originally applied to the expansion of the International Bridge (CSJ 0921-02-193). At the request of the City, the original CBI allocation was re-directed and allocated to the following projects:

CSJ 0921-02-193 – Expansion of International Bridge	\$ 1,693,533
CSJ 0921-02-253 – Intelligent Transportation System	\$ 1,034,000
CSJ 0921-02-289 – Northbound Lanes Improvements	\$ <u>2,397,426</u>
Total CBI funds approved:	\$ 5,124,959

Per the City's request at an October 8, 2015 meeting, the Advance Funding Agreements (AFAs) for CSJ 0921-02-193 and CSJ 0921-02-253 need to be terminated to allow the CBI funds to be allocated to new projects. Attached for your consideration is Amendment #2 to the AFA for the expansion project (two originals), as well as Amendment #1 to the AFA for the ITS project (two originals). Please sign and return both sets of originals to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

cc: Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., San Benito Area Engineer
Norma Garza, P.E., Advance Project Development Supervisor
Project File

CSJ #0921-02-253
District # 21 – Pharr
Code Chart 64 # 32600
Project: **ITS at Pharr/Reynosa
International Bridge**
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the **City of Pharr**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on **6th day of April, 2011** to effectuate their agreement for the **installation of an Intelligent Transportation System at the Pharr/Reynosa International Bridge**; and,

WHEREAS, the Project is not scheduled and as a result it is agreed to terminate the project; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

In accordance with Article 4 of the original Advance Funding Agreement, the original contract will terminate effective when signed by the last party of whose signing makes this amendment fully executed.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

CSJ #0921-02-253
District # 21 – Pharr
Code Chart 64 # 32600
Project: **ITS at Pharr/Reynosa
International Bridge**
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date



"Triple Crown City"



MAYOR
Ambrosio "Amos" Hernández

COMMISSIONERS

Eleazar Guajardo
Roberto "Bobby" Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

INTERIM CITY MANAGER
Juan G. Guerra

July 13, 2015

Mr. Toribio Garza, Jr., P.E.
District Engineer
TXDOT - Pharr District
600 W. U.S. Expressway 83
Pharr, TX 78577-1231

Re: Advance Funding Agreements (CBI Funds) – Bridge Projects

Dear Mr. Garza:

Over the past six years the City of Pharr has had several Advance Funding Agreements (AFA) to be funded through the Coordinated Border Infrastructure Funding (CBI) program for projects within the border inspection facility. The current AFA CSJ projects are the following: 0921-02-143, 0921-02-193, 0921-02-253 and 0921-02-289.

Due to changes in truck traffic flow into the inspection facility and the completed BSIF, the city feels that changes are now necessary and additional projects need to be funded through the CBI program. Therefore, we would like to have all current AFA's voided or deleted and replaced with new projects for improvements within the border inspection facility.

The city of Pharr currently has \$5,124,959 allocated in CBI funds for improvements and there is an additional \$3,608,182 CBI funds that the Hidalgo County MPO has on record. We are requesting that allocated funds (\$5,124,959) and the balance funds (\$3,608,182) be combined (\$8,733,141) to fund the new projects. Also, if there are any additional CBI funds from other projects not used, we would like to have them allocated for our remaining new projects. Below are the projects and estimated construction cost. The projects are in priority order.

- **Northbound Lanes Improvements** – (addition of one (1) lane and one (1) wide lane at the entrance to be facility) - **\$2,564,250**
- **Gate to Gate Improvements** – (one (1) lane from the entrance to the exit booths, currently under design with the entrance to the BSIF) - **\$1,154,844**
- **Truck Parking Area Improvements** – (trucks will park within this area and wait until they are called by Customs for inspection) - **\$2,698,750**
- **Relocate Entrance Booths and Two (2) Lanes Improvements** – (two (2) additional lanes on the north side of the current entrance lanes and relocate exit booths further west) - **\$1,999,375**
- **Construct Two (2) New Exit Booths Improvements** – (this will add a total of four (4) booths exiting the facility) - **\$752,500**

- **CBP Parking Area Improvements** – (provide additional parking for CBP personnel) - **\$287,5000**

We feel the above improvements will address and compliment the current needs of the Federal Facility, all while providing the infrastructure needed for future growth. We have attached the completed TIP and/or MTP Amendment forms that are required by the MPO. Please advise if you should need anything further. We look forward to hearing back from you soon.

Sincerely yours,



Ambrosio Hernandez
Mayor
City of Pharr

cc: Andrew Cannon, Director, HCMPO, 510 South Pleasantview Drive, Weslaco, Texas 78596

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Northbound Lanes - Addition one (1) lane and one (1) wide lane at the POE.

Length: 1,500

Number of lanes: 2

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 2,564,250

Total Project cost: \$ 3,359,168 ←

5 Elements:

Construction Engineering:	<u>\$ 205,140</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 153,855</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 256,425</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 179,498</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category:	<u>\$ 2,687,334</u>	CBI Funds	80%
	<u>\$ 671,834</u>	Local Funds	20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Gate to Gate - One lane from the entrance (POE) to the exit booths of the facility.

Length: 3,000

Number of lanes: 1

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 1,154,844

Total Project cost: \$ 1,512,846 ←

5 Elements:

Construction Engineering:	<u>\$ 92,388</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 69,291</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 115,484</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 80,839</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category:	<u>\$ 1,210,277</u>	CBI Funds	80%	
	<u>\$ 302,569</u>	Local Funds	20%	

Project Status - ROW

of Parcels acquired: _____

How many still needed: _____

% Completed: _____

Date to be completed by: _____

Months to complete: _____

Project Status - ADT and PS & E

ADT _____

PS & E % Completed: _____

Date to be completed by: _____

Months to complete: _____

Date environmental clearance _____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Truck Parking Area - Waiting parking area for trucks prior to inspection by Customs officials.

Length: Area: SY 19,000

Number of lanes: NA

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 2,698,750

Total Project cost: \$ 3,535,363 ←

5 Elements:

Construction Engineering:	\$ <u>215,900</u>	<u>8%</u> %
Preliminary Engineering:	\$ <u>161,925</u>	<u>6%</u> %
Right-of-Way:	\$ <u>0</u>	<u>0%</u> %
Contingencies:	\$ <u>269,875</u>	<u>10%</u> %
Indirects:	\$ <u>188,913</u>	<u>7%</u> %

Breakdown funding for project by Category: \$ 2,828,290 CBI Funds 80%

\$ 707,073 Local Funds 20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Relocate Entrance Booths & Two (2) Lanes - Relocate the existing entrance booths and add two (2) new lanes at the POE

Length: _____

Number of lanes: 2

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 1,999,375

Total Project cost: \$ 2,619,181 ←

5 Elements:

Construction Engineering:	<u>\$ 159,950</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 119,963</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 199,938</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 139,956</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category: \$ 2,095,345 CBI Funds 80%

\$ 523,836 Local Funds 20%

Project Status - ROW

of Parcels acquired: _____

How many still needed: _____

% Completed: _____

Date to be completed by: _____

Months to complete: _____

Project Status - ADT and PS & E

ADT _____

PS & E % Completed: _____

Date to be completed by: _____

Months to complete: _____

Date environmental clearance: _____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Construct Two (2) New Exit Booths - There will be four (4) exit booths existing the facility.

Length: _____

Number of lanes: NA

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 752,500

Total Project cost: \$ 985,775 ←

5 Elements:

Construction Engineering:	<u>\$ 60,200</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 45,150</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 75,250</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 52,675</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category:	<u>\$ 788,620</u>	CBI Funds	80%
	<u>\$ 197,155</u>	Local Funds	20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: CBP Parking - Construct additional parking for CBP personnel.

Length: _____

Number of lanes: NA

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 287,500

Total Project cost: \$ 376,625 ←

5 Elements:

Construction Engineering:	<u>\$ 23,000</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 17,250</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 28,750</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 20,125</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category:	<u>\$ 301,300</u>	CBI Funds	80%
	<u>\$ 75,325</u>	Local Funds	20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____



MEMORANDUM

DATE: October 28, 2015 
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on approving Advance Funding Agreement Amendment #2 (CSJ: 0921-02-193) Pharr/Reynosa International Bridge Improvements.

ISSUE

Amendment #2 will terminate the original Advance Funding Agreement for the construction of additional bridge lanes and associated approaches at the Pharr/Reynosa International Bridge that was executed on January 28, 2009. The termination of this AFA will allow the city to use these funds for other projects at the bridge.

FINANCIAL CONSIDERATION

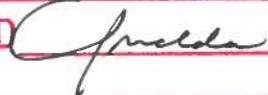
None

STAFF RECOMMENDATION

Staff recommends Amendment #2.

ALTERNATIVES

None

REC'D CC	
OCT 28 2015	
CITY OF PHARR CITY CLERKS OFFICE PHARR, TEXAS	



October 23, 2015

Honorable Ambrosio "Amos" Hernandez
Mayor, City of Pharr
P.O. Box 1729
Pharr, Texas 78577

**RE: Advance Funding Agreements (AFA)
Pharr/Reynosa International Bridge Improvements
1) International Bridge Expansion - CSJ: 0921-02-193
2) Intelligent Transportation System - CSJ: 0921-02-253**

Dear Mayor Hernandez:

As you know, the Pharr/Reynosa International Crossing was allocated \$5,124,959 in Coordinated Border Infrastructure (CBI) Funding for improvements to facilitate cross-border vehicle and cargo movements and this total amount was originally applied to the expansion of the International Bridge (CSJ 0921-02-193). At the request of the City, the original CBI allocation was re-directed and allocated to the following projects:

CSJ 0921-02-193 – Expansion of International Bridge	\$ 1,693,533
CSJ 0921-02-253 – Intelligent Transportation System	\$ 1,034,000
CSJ 0921-02-289 – Northbound Lanes Improvements	\$ 2,397,426
Total CBI funds approved:	\$ 5,124,959

Per the City's request at an October 8, 2015 meeting, the Advance Funding Agreements (AFAs) for CSJ 0921-02-193 and CSJ 0921-02-253 need to be terminated to allow the CBI funds to be allocated to new projects. Attached for your consideration is Amendment #2 to the AFA for the expansion project (two originals), as well as Amendment #1 to the AFA for the ITS project (two originals). Please sign and return both sets of originals to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

cc: Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., San Benito Area Engineer
Norma Garza, P.E., Advance Project Development Supervisor
Project File

CSJ #0921-02-193
District # 21 – Pharr
Code Chart 64 # 32600
Project: **Pharr/Reynosa International
Bridge Improvements**
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 2**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the **City of Pharr**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on **28th day of January, 2009** to effectuate their agreement for the **construction of additional bridge lanes and associated approaches at the Pharr/Reynosa International Bridge crossing**; and,

WHEREAS, the Project is not scheduled and as a result it is agreed to terminate the project; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

In accordance with Article 4 of the original Advance Funding Agreement, the original contract will terminate effective when signed by the last party of whose signing makes this amendment fully executed.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

CSJ #0921-02-193
District # 21 – Pharr
Code Chart 64 # 32600
Project: **Pharr/Reynosa International
Bridge Improvements**
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

“Triple Crown City”



MAYOR
Ambrosio “Amos” Hernández

COMMISSIONERS
Eleazar Guajardo
Roberto “Bobby” Carrillo
Oscar Elizondo, Jr.
Edmund Maldonado, Jr.
Ricardo Medina
Mario Bracamontes

INTERIM CITY MANAGER
Juan G. Guerra

July 13, 2015

Mr. Toribio Garza, Jr., P.E.
District Engineer
TXDOT - Pharr District
600 W. U.S. Expressway 83
Pharr, TX 78577-1231

Re: Advance Funding Agreements (CBI Funds) – Bridge Projects

Dear Mr. Garza:

Over the past six years the City of Pharr has had several Advance Funding Agreements (AFA) to be funded through the Coordinated Border Infrastructure Funding (CBI) program for projects within the border inspection facility. The current AFA CSJ projects are the following: 0921-02-143, 0921-02-193, 0921-02-253 and 0921-02-289.

Due to changes in truck traffic flow into the inspection facility and the completed BSIF, the city feels that changes are now necessary and additional projects need to be funded through the CBI program. Therefore, we would like to have all current AFA's voided or deleted and replaced with new projects for improvements within the border inspection facility.

The city of Pharr currently has \$5,124,959 allocated in CBI funds for improvements and there is an additional \$3,608,182 CBI funds that the Hidalgo County MPO has on record. We are requesting that allocated funds (\$5,124,959) and the balance funds (\$3,608,182) be combined (\$8,733,141) to fund the new projects. Also, if there are any additional CBI funds from other projects not used, we would like to have them allocated for our remaining new projects. Below are the projects and estimated construction cost. The projects are in priority order.

- **Northbound Lanes Improvements** – (addition of one (1) lane and one (1) wide lane at the entrance to be facility) - **\$2,564,250**
- **Gate to Gate Improvements** – (one (1) lane from the entrance to the exit booths, currently under design with the entrance to the BSIF) - **\$1,154,844**
- **Truck Parking Area Improvements** – (trucks will park within this area and wait until they are called by Customs for inspection) - **\$2,698,750**
- **Relocate Entrance Booths and Two (2) Lanes Improvements** – (two (2) additional lanes on the north side of the current entrance lanes and relocate exit booths further west) - **\$1,999,375**
- **Construct Two (2) New Exit Booths Improvements** – (this will add a total of four (4) booths exiting the facility) - **\$752,500**

- **CBP Parking Area Improvements** – (provide additional parking for CBP personnel) - **\$287,5000**

We feel the above improvements will address and compliment the current needs of the Federal Facility, all while providing the infrastructure needed for future growth. We have attached the completed TIP and/or MTP Amendment forms that are required by the MPO. Please advise if you should need anything further. We look forward to hearing back from you soon.

Sincerely yours,



Ambrosio Hernandez
Mayor
City of Pharr

cc: Andrew Cannon, Director, HCMPO, 510 South Pleasantview Drive, Weslaco, Texas 78596

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Northbound Lanes - Addition one (1) lane and one (1) wide lane at the POE.

Length: 1,500

Number of lanes: 2

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 2,564,250

Total Project cost: \$ 3,359,168 ←

5 Elements:

Construction Engineering:	<u>\$ 205,140</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 153,855</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 256,425</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 179,498</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category: \$ 2,687,334 CBI Funds 80%

\$ 671,834 Local Funds 20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Gate to Gate - One lane from the entrance (POE) to the exit booths of the facility.

Length: 3,000

Number of lanes: 1

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 1,154,844

Total Project cost: \$ 1,512,846 ←

5 Elements:

Construction Engineering:	<u>\$ 92,388</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 69,291</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 115,484</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 80,839</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category: \$ 1,210,277 CBI Funds 80%

\$ 302,569 Local Funds 20% +

Project Status - ROW

of Parcels acquired: _____

How many still needed: _____

% Completed: _____

Date to be completed by: _____

Months to complete: _____

Project Status - ADT and PS & E

ADT _____

PS & E % Completed: _____

Date to be completed by: _____

Months to complete: _____

Date environmental clearance _____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Truck Parking Area - Waiting parking area for trucks prior to inspection by Customs officials.

Length: Area: SY 19,000

Number of lanes: NA

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 2,698,750

Total Project cost: \$ 3,535,363 ←

5 Elements:

Construction Engineering:	<u>\$ 215,900</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 161,925</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 269,875</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 188,913</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category: \$ 2,828,290 CBI Funds 80%

\$ 707,073 Local Funds 20% +

Project Status - ROW

of Parcels acquired: _____

How many still needed: _____

% Completed: _____

Date to be completed by: _____

Months to complete: _____

Project Status - ADT and PS & E

ADT _____

PS & E % Completed: _____

Date to be completed by: _____

Months to complete: _____

Date environmental clearance _____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Relocate Entrance Booths & Two (2) Lanes - Relocate the existing entrance booths and add two (2) new lanes at the POE

Length: _____

Number of lanes: 2

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 1,999,375

Total Project cost: \$ 2,619,181 ←

5 Elements:

Construction Engineering:	<u>\$ 159,950</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 119,963</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 199,938</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 139,956</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category: \$ 2,095,345 CBI Funds 80%

\$ 523,836 Local Funds 20%

Project Status - ROW

of Parcels acquired: _____

How many still needed: _____

% Completed: _____

Date to be completed by: _____

Months to complete: _____

Project Status - ADT and PS & E

ADT _____

PS & E % Completed: _____

Date to be completed by: _____

Months to complete: _____

Date environmental clearance _____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: Construct Two (2) New Exit Booths - There will be four (4) exit booths existing the facility.

Length: _____

Number of lanes: NA

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 752,500

Total Project cost: \$ 985,775 ←

5 Elements:

Construction Engineering:	<u>\$ 60,200</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	<u>\$ 45,150</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	<u>\$ 0</u>	<u>0%</u>	<u>%</u>
Contingencies:	<u>\$ 75,250</u>	<u>10%</u>	<u>%</u>
Indirects:	<u>\$ 52,675</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category:	<u>\$ 788,620</u>	CBI Funds	80%
	<u>\$ 197,155</u>	Local Funds	20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____

TIP and/or MTP Amendment

Jurisdiction: Pharr

CSJ #: _____

Project Highway: Pharr/Reynosa International Bridge

Let Date: _____

On - Off System: Off system

Limits

To: Pharr/Reynosa International Bridge POE

From: _____

Description of Project: CBP Parking - Construct additional parking for CBP personnel.

Length: _____

Number of lanes: NA

Project History: _____
(when applicable only)

Funding

Construction cost: \$ 287,500

Total Project cost: \$ 376,625 ←

5 Elements:

Construction Engineering:	\$ <u>23,000</u>	<u>8%</u>	<u>%</u>
Preliminary Engineering:	\$ <u>17,250</u>	<u>6%</u>	<u>%</u>
Right-of-Way:	\$ <u>0</u>	<u>0%</u>	<u>%</u>
Contingencies:	\$ <u>28,750</u>	<u>10%</u>	<u>%</u>
Indirects:	\$ <u>20,125</u>	<u>7%</u>	<u>%</u>

Breakdown funding for project by Category: \$ 301,300 CBI Funds 80%

\$ 75,325 Local Funds 20%

Project Status - ROW	
# of Parcels acquired:	_____
How many still needed:	_____
% Completed:	_____
Date to be completed by:	_____
Months to complete:	_____

Project Status - ADT and PS & E	
ADT	_____
PS & E % Completed:	_____
Date to be completed by:	_____
Months to complete:	_____
Date environmental clearance	_____



MEMORANDUM

DATE: October 28, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer

SUBJECT: Agenda Request: Consideration and action, if any, on authorizing City Manager to negotiate contract with Prodigy Construction Management LLC for construction management services for the PHFC Jackson Place Apartments Project.

ISSUE

The design phase of the PHFC Jackson Place Apartments Project will begin soon and in order to assure that the project is within the project budget the consultant will review plans and specifications to provide recommendations to save costs. Also, the consultant will be involved in the construction phase to assure that the project remain within budget.

FINANCIAL CONSIDERATION

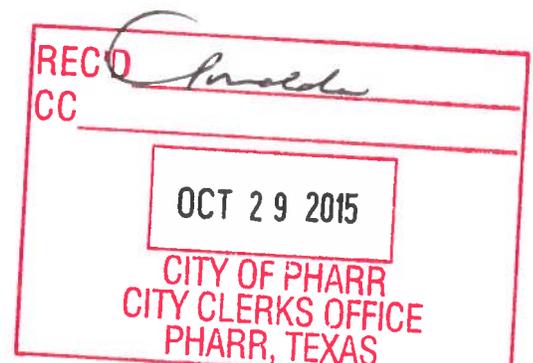
During the design phase his fee will be based on an hourly basis as needed. See attached fee proposal. During the construction phase a revised fee will be negotiate, if his services are needed.

STAFF RECOMMENDATION

Staff recommends negotiate contract and fee.

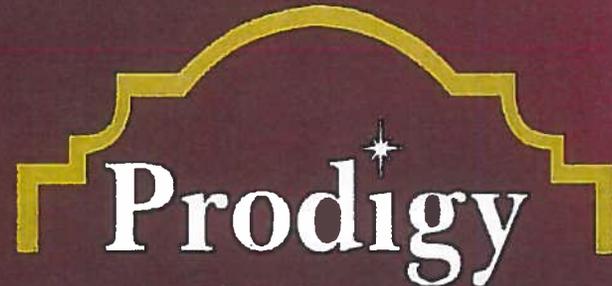
ALTERNATIVES

None



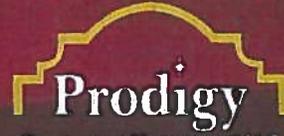
GUARANTEED COST SAVINGS PROPOSAL

PRESENTED BY:



Construction Management LLC

"Accountability that is Measurable and Attainable"



"Accountability that is Measurable and Attainable"

Why Prodigy?

We have established ourselves as a "right-size" project management firm suitable for all types of projects. Our diverse project history and skilled employees act as key ingredients that serve as a platform for our clientele, offering valued work and experience in construction management. PCM guarantees that the approach taken for the design and construction of the project follow the directives set forth by the owner, creating an ethical, creative, and cost effective project that is consistent with the owner's style of conducting business.





Construction Management LLC

"Accountability that is Measurable and Attainable"

Hidalgo County Sheriff's Substation

Original: \$4.2 Million

Contract Amount: \$3,390,000.00 Million

GUARANTEED COST SAVINGS= \$810,000.00





Construction Management LLC

"Accountability that is Measurable and Attainable"

Edcouch-Elsa I.S.D Roofing Projects

J.F.K	\$ 749,000.00
S. Garcia & J. Gutierrez	\$1,486,410.00
L.B.J	\$ 78,000.00
Truan Gym Renovation	+\$ 985,000.00
C.F. Truan Roof Recover	+\$1,170,000.00

TOTAL FOR ROOFS: \$4,468,410.00
BUDGET: \$4,809,906.00

GUARANTEED COST SAVINGS= \$341,496.00





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"Accountability that is Measurable and Attainable"

Edcouch-Elsa I.S.D Special Education

Original: \$989,000.00

Contract Amount: \$697,910.00

GUARANTEED COST SAVINGS= \$389,090.00





Construction Management LLC

"Accountability that is Measurable and Attainable"

Edcouch-Elsa I.S.D Benny Layton Stadium

Original: \$1,530,771.00 Million

Contract Amount: \$1,400,000.00 Million

GUARANTEED COST SAVINGS= \$130,771.00





Construction Management LLC

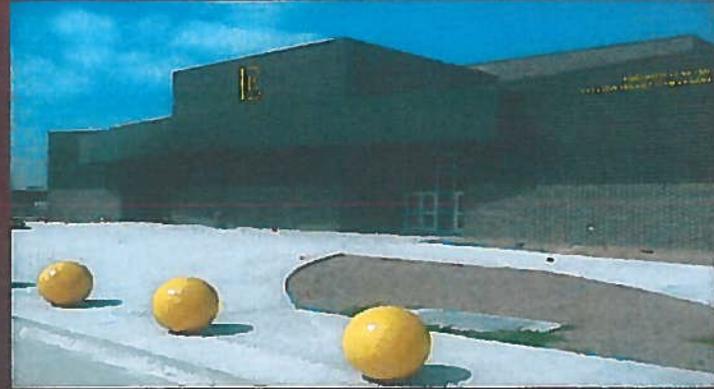
"Accountability that is Measurable and Attainable"

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Original: \$5,223,819.00 Million

Contract Amount: \$3,960,732.00 Million

GUARANTEED COST SAVINGS= \$1,263,087.00





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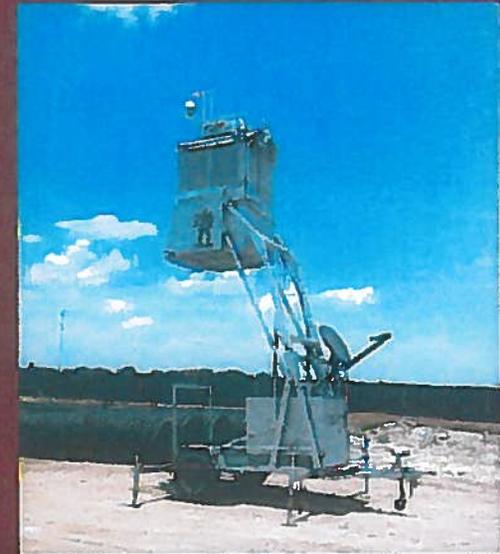
Unique Capabilities and Resources

Prodigy Construction Management LLC (PCM) offers a very unique and latest state-of-the-art approach in Construction Project Management Technology. The "SPARTAN" is an extended PCM resource that offers Pan Tilt Zoom-360 degree of virtual security zone and a 24 hrs./day remote surveillance solution.

Since construction sites are particularly vulnerable to material or equipment theft, "SPARTAN" offers the first level of defense against by acting as an obvious deterrent. Prodigy Construction Management LLC has taken the initiative to offer high quality optics cameras with over 25 feet of elevated platform to create an ideal monitoring environment to exceed the protection and observation of the Owner's construction needs. With an board recording capabilities and night light motion detection sensors, "SPARTAN" provides a much needed tool in a well-orchestrated Construction Project Management approach. With cameras in a mega high quality megapixel, one can have an approved access to view the construction site from any internet connection location.

With the "Spartan", Prodigy offers more to our clients by monitoring and collecting vital construction on-site data:

- Deterrence of construction materials theft and vandalism from site
 - Weather information (relative humidity, wind speed, temperature, forecast, barometric pressure)
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- PRODIGY, PROVIDING ADDITIONAL UNIQUE RESOURCES TO BETTER SERVE OUR CLIENT'S EXPECTATIONS!

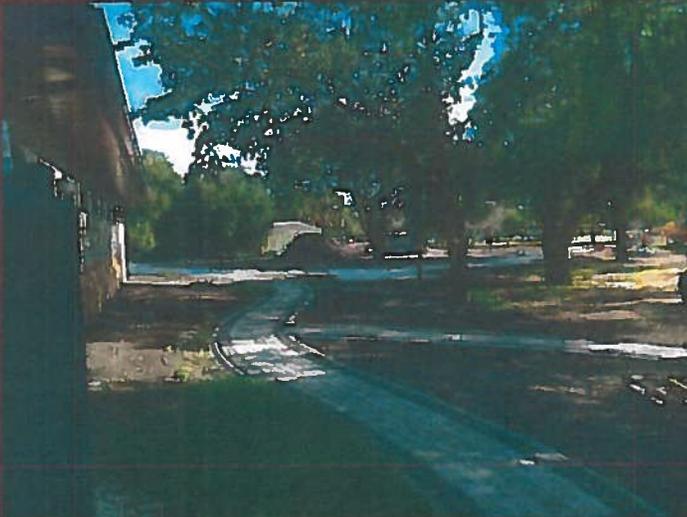




Construction Management LLC

"Accountability that is Measurable and Attainable"

Weslaco Valley Nature Center



PCM-73-014

Jerue Trucking Co.



Construction Management LLC

"Accountability that is Measurable and Attainable"



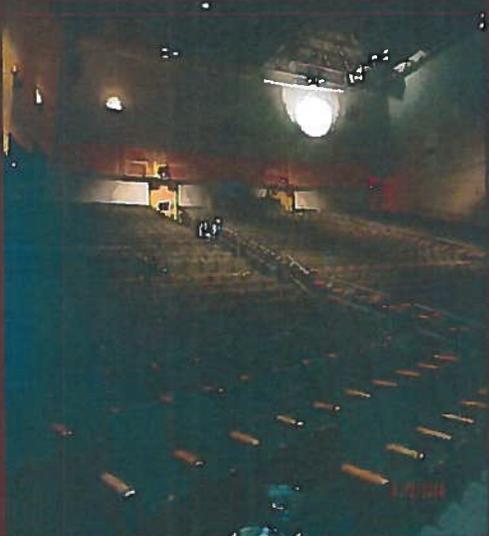
PCM-75-014

Edcouch-Elsa I.S.D Fine Arts Facility



Construction Management LLC

"Accountability that is Measurable and Attainable"



PCM-59-013



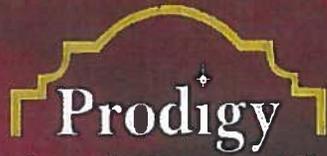
Construction Management LLC

"Accountability that is Measurable and Attainable"

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Savings

Allowances

- Wall Art \$30,000.00
- Free Standing Wall \$18,000.00
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- **Mechanical -\$1,792.32**
- Plumbing \$585.69
- **Electrical -\$3,215.33**
- New Lobby \$10,000.00
- Sound System \$872.56

ESTIMATED TOTAL: \$66,942.62

Credits

- Decal \$1,500.00
- Flooring \$15,500.00

ESTIMATED TOTAL: \$66,942.62

ESTIMATED TOTAL: \$80,000.00



MEMORANDUM

DATE: October 28, 2015
TO: Juan G Guerra, City Manager
FROM: William F. Ueckert Jr., P.E. - City Engineer



SUBJECT: Agenda Request: Consideration and action, if any, on authorizing City Manager to negotiate contract with Prodigy Construction Management LLC for construction management services on the South Pharr Development and Research Center.

ISSUE

The design phase of the South Pharr Development and Research Center has begun and in order to assure that the project is within the project budget the consultant will review plans and specifications to provide recommendations to save costs. Also, the consultant will be involved in the construction phase to assure that the project remain within budget.

FINANCIAL CONSIDERATION

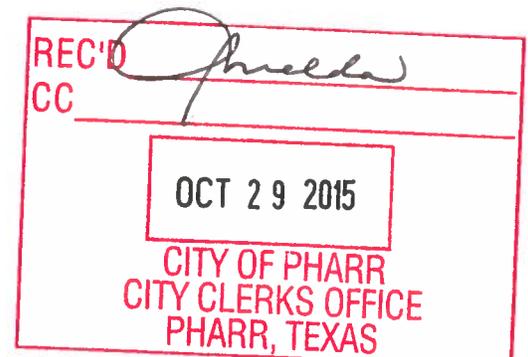
Currently his fee is 3% of the estimated budget (\$4.5 Million) which equals to (\$135,000). See attached proposal.

STAFF RECOMMENDATION

Staff recommends negotiate contract and fee.

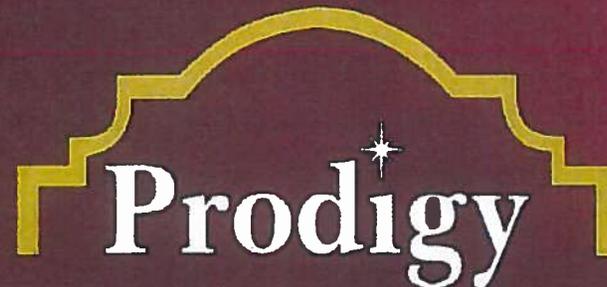
ALTERNATIVES

None



GUARANTEED COST SAVINGS PROPOSAL

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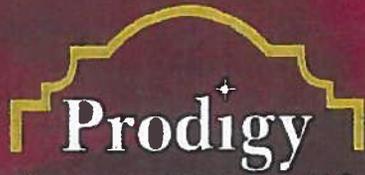
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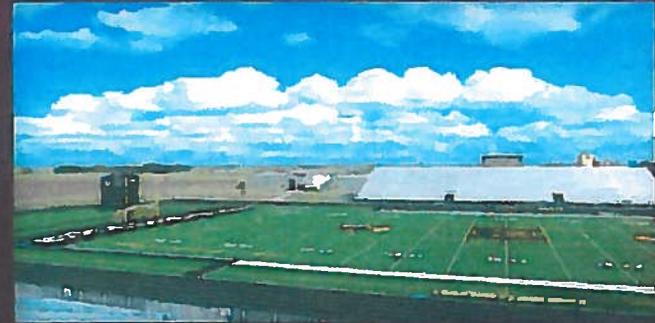
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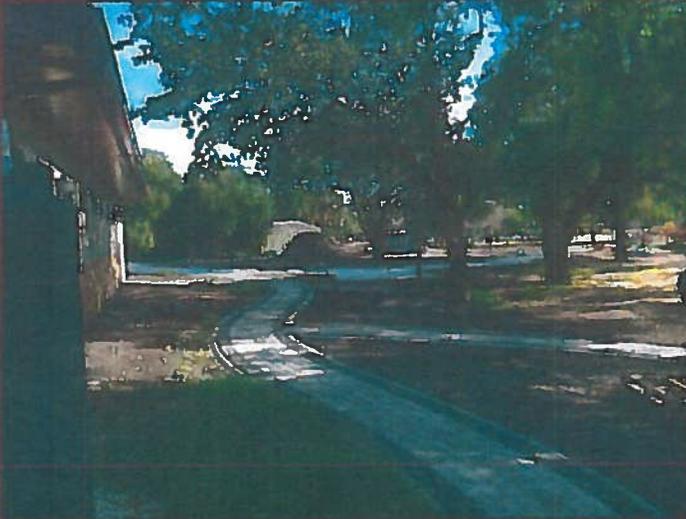




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Weslaco Valley Nature Center



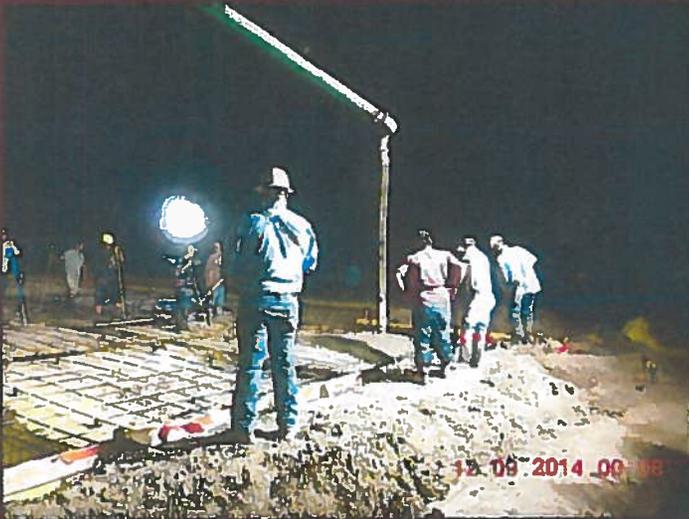
PCM-73-014

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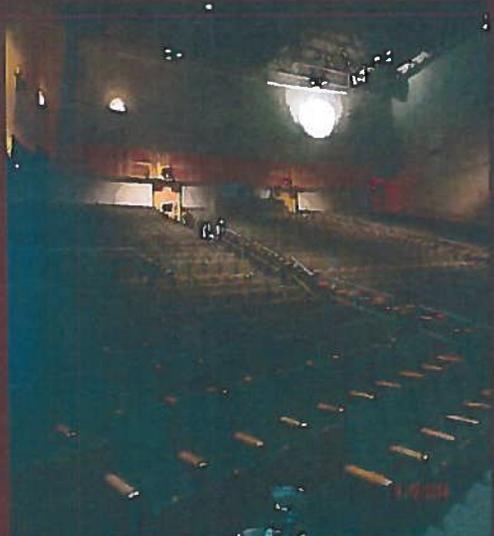
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PCM-59-013



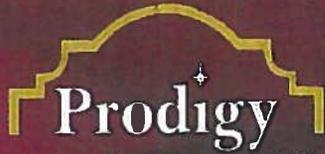
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Credits

- Decal \$1,500.00
- Flooring \$15,500.00

ESTIMATED TOTAL: \$66,942.62

ESTIMATED TOTAL: \$80,000.00

MEMORANDUM

DATE: October 28, 2015
TO: Juan G Guerra, Interim City Manager
Thru: Hilda Pedraza, City Clerk
FROM: Adolfo Garcia, Library Director



SUBJECT: Pharr Community Theater Agreement

ISSUE

Agreement between City of Pharr and Pharr Community Theater (PCT) for theater productions and cultural programs.

FINANCIAL CONSIDERATION

The City of Pharr has budgeted \$50,000 FY2015-2016.

STAFF RECOMMENDATION

I recommend that the City of Pharr approve the agreement for theater and cultural programs.

ALTERNATIVES

The Pharr Community Theater brings numerous theater performances that no other cultural organization has been able to produce. It is important the city support the performing art, especially downtown Pharr. The city can either elect to increase financial support, keep it the same or decrease it.

If you have any questions, feel free to contact me at 956-787-3966

THANK YOU

CITY OF PHARR

AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Pharr, Texas, a municipal corporation hereinafter referred to as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens; and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

Scope of Services to be Performed by the PCT.

The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **\$50,000** including all fees and reimbursable expenses.
- B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. **PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within thirty (30) business days from receipt of billing voucher. The PCT shall be paid for services rendered, but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the Contract Manager identified in Section 14 below, to 118 South Cage Blvd, Pharr, TX 78577.

Term

- A. The term of this Agreement shall commence _____ and end at midnight on _____ day of _____.

Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and

reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred up to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done after the effective date of termination unless authorized in advance in writing by the City.
- C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event that outstanding invoices are not paid within 30 days.
- D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

Ownership

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City regardless of whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without prior written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

Independent Contractor Relationship.

- A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the

City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by PCT alone, and that by employing such workers, it is acting individually and not as an agent for the City.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

Insurance

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1)PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2)PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Error or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Pharr
Juan G. Guerra, CPA
P. O. Box 1729
118 S. Cage
Pharr, Texas 78577

Pharr Community Theater
213 W. Newcombe Ave.
Pharr, Texas 78577

Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

General Administration and Management.

The City's Contract Manager shall be Library Director, Adolfo Garcia.

Severability.

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

City of Pharr

By: _____
Name:
Title: City Manager
Date: _____

Pharr Community Theater

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

Approved as to form:

By: _____
City Attorney



MEMORANDUM

DATE: October 29, 2015

TO: Juan G Guerra, City Manager

FROM: Jason Arms, IT Director



SUBJECT: Approve Contract with Active Networks for professional services (program, cash, and registration management)

ISSUE

The City of Pharr has had no electronic, centrally managed computer system for the Parks and Recreation department. This has allowed for manual processes of registering for events, accepting monies and operating the department using out dated methods.

FINANCIAL CONSIDERATION

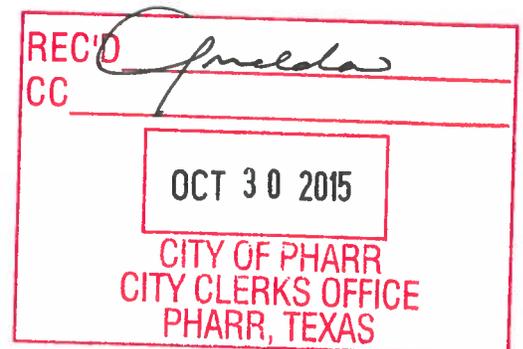
This is a zero cost up front software solution; which is used internationally. There is a cost per transaction (6%) which will be absorbed by the Parks and Recreation department. (part of the fee)

STAFF RECOMMENDATION

I recommend that the City proceed with contracting with Active Networks for providing professional services as outlined in their agreement; which has been reviewed by legal. A quick deployment and use of the system is required as part of the contract.

ALTERNATIVES

Continue operating as is or seek other solutions.



Service Agreement Contract #1013900071

This Service Agreement ("Agreement") is made effective as of ~~10/22/2016~~October 22, 2015 (the "Effective Date") and entered into between Active Network, LLC ("Active" or "we" or "us") and [City of Pharr, TX] ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** Active will provide services and support ("Services") related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"), including without limitation access to its software as a solution product ("Software"). The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable schedule, quote, pricing form, order form, or similar document (each, a "Schedule"). From time to time, the parties may enter into new Schedules. Each Schedule will be generated by Active, reference this Agreement or the Contract Number above (if applicable), must be signed by Client, and will be governed by and incorporated into this Agreement. You agree to cooperate with us and to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when access is made available to you.
2. **License to Intellectual Property/Promotion.**
 - a) Active retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license in this Agreement.
 - b) Active hereby grants to you a limited, non-exclusive, non-transferable, non-sublicensable license during the term of this Agreement (i) to use the Software and Services for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with your Event(s) solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. You hereby grant to Active a limited license to use information provided by you relating to your organization and Event, which may include content regarding the Event, your organization's name, trademarks, service marks, and logo, solely in connection with the promotion of your organization or Events and the Services that we provide. All rights not expressly granted herein are reserved.
 - c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of Events. You will include Active's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration by Active.com"). During the term of this Agreement, Active will be the sole and exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement. Client expressly understands and agrees that the exclusivity set forth in this Section is consideration in exchange for the pricing and other benefits being provided to Client hereunder. In the event that Client breaches its exclusivity obligations under this Section, Client agrees to pay the Liquidated Damage Amount (as defined below) related to the breach of exclusivity.
 - d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items. Users who register for, sign up, or otherwise use the Services in connection with Events ("End Users") may opt-in to receive information, items, or promotions/deals from Active or other third parties, in which case, Active or such third party will be responsible for fulfillment and for providing customer service for any such offers.
 - e) Client shall: (i) not reverse engineer, disassemble, modify, incorporate into or with other software, or decompile any Software or prepare derivative works thereof; (ii) not copy, modify, transfer, display, or use any portion of the Software or Services except as expressly authorized in this Agreement or in the applicable documentation; (iii) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Software or Services; (iv) not use the Software to transmit, publish, or distribute any material or information: (1) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (2) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Software; (3) that is inaccurate or misleading; or (4) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Software for their intended use; (vi) not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis; (vii) not engage in any activity that interferes with or disrupts the Software or Services; (viii) not obliterate, alter, or remove any proprietary or intellectual property notices from the Software or Services; (ix) use the Software and Services exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (x) not take any steps to avoid or defeat the purpose of security measures associated with the Software and Service, such as sharing of login and password information, or attempt to circumvent any use restrictions.
 - f) The Software may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Software and Services are used ("Applicable Law"). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Software, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the Bureau of Industry and Security's Denied Persons List. Client hereby represents and covenants that: (a) to the best of Client's knowledge, Client is eligible to access the Software under Applicable Law; (b) Client will import, export, or re-export the Software to, or use or access the Software in, any country or territory only in accordance with Applicable Law; and (c) Client will ensure that End Users use the Software in accordance with the foregoing restrictions.
3. **Information Collection.** Active collects certain information from End Users. You may login to our data management system to access End User information relevant to an Event. You are responsible for the security of your login information and for the use or misuse of such information. You will immediately disable a user's access who is using the Software or Services on your behalf or notify Active in writing if any such user is no longer authorized or is using such information without your consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, you agree that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. You agree not to use the Software or Services to collect or elicit (a) any special categories of data (as defined in the European Union Data Protection Directive, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, or religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the Software that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the Software that are intended for that purpose. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing privacy (e.g., by including an appropriate CAN-SPAM opt out mechanism in email communications)

Services Agreement

and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (ii) applicable credit card network rules and Payment Card Industry Data Security Standards; and (iii) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth on the applicable Schedule, Active will charge registration fees to individuals who register for the Events online, and will process and collect such fees as a merchant of record according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay you sums due you based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth on the Schedule.

b) Active may suspend its performance hereunder, including remitting payments, or terminate this Agreement in the event it reasonably believes that your use of the Software or Services is not in compliance with applicable law or this Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Customer-associated party to perform hereunder. If Active reasonably believes that a transaction may be fraudulent or otherwise contrary to law, Active may issue an invoice or offset an equivalent amount from your account or any payment Active owes to you and return the value to the End User (as set forth below) and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

c) Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the Software for the Event(s) ("Go-Live Date"). If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the Go-Live Date, with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date.

d) If (i) you fail to meet an agreed upon minimum volume commitment as set forth in a Schedule; (ii) there are any overdue amounts owed by you; or (iii) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by you by issuing an invoice, or by offsetting the deficiency from any account balance you maintain with Active or any payment Active owes you.

e) All amounts owed by you that are not directly collected by Active from End Users are due from you within thirty (30) days from either (i) the end of the remittance cycle during which the fees accrued (if related to registrations) or (ii) the date of the applicable invoice. These fees are displayed on your account statement. Past due fees shall accrue interest at the lesser of the annual rate of ten percent (10%) per annum or the maximum amount permitted by applicable law. In the event of delay in paying a fee, you agree to reimburse Active for any fees incurred in its collection efforts. Active may suspend or deactivate your account, including suspending its performance and obligation to remit payments hereunder, if your account is more than thirty (30) days past due.

f) Active may modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%) over the then-current fees.

g) You are solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority (collectively, "Taxes") as a result of any Software or Service provided under this Agreement. Taxes on Active's net income are excluded. h) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any end user.

i) In the event you are entering into this Agreement and using the Services for the benefit of a third-party Event or organization ("Third Party Beneficiary"), you agree that we may remit amounts directly to the Third Party Beneficiary identified by you. In addition, you agree to include provisions in your agreement with such Third Party Beneficiary that are at least as protective of Active as Sections 5 and 6 herein. Should you fail to include such provisions in your contract with the Third Party Beneficiary and the failure results in costs or damages to Active, you agree to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, you agree to be responsible and liable for each Third Party Beneficiary's compliance with the terms and conditions of this Agreement.

j) It is your responsibility to notify End Users of your refund policy. You must ensure that your refund policies are consistent with this Agreement. You agree that all fees for a given Event are earned by you only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to you will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions, whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments shall be made to you with respect to any Event that is cancelled. If payments have already been made by Active to you for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from your account or payment owed by Active to you and return the value to the End User, and if sufficient funds are not available, you must reimburse Active on demand. Active will notify you of the reason for such offset provided that it is lawful to do so.

5. **Disclaimer of Warranty/Limitation of Liability.** ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIVE SHALL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, TORT, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES. ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against Client to the extent that such Claim is based upon Active's proprietary Software infringing a United States patent, registered copyright, or registered trademark provided that the Software is used in accordance with this Agreement.

b) You shall defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; (ii) your provision of materials, products, or services as part of your obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with this Agreement; (iii) your use of the Software and/or Services in violation of Section 2(e); (iv) any claims for refunds, reversals, or chargeback requests from End Users; and/or (v) brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement. For the purposes of Sections 5 and 6, reference to Active shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party becomes unable to fulfill its payment obligations generally or is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days. Notwithstanding the termination or expiration of this Agreement under any circumstance other than in the event of Active's breach of the Agreement, the parties agree that Active will continue to be the exclusive provider of registration software and other services similar to the Software and Services provided to Client hereunder for all of Client's Events for which registration begins during the term of this Agreement until the Event occurs or registration or similar services are no longer needed.

Services Agreement

8. Assignment. a) Active may assign any of its rights or obligations under this Agreement. Client may not resell, assign, or transfer any of its rights or obligations hereunder except as expressly provided herein, and any attempt to resell, assign, or transfer such rights or obligations without Active's prior written approval will be null and void.

b) Except for Retained Assets (as defined below), Client shall cause each Schedule hereunder to be assigned to (i) the purchaser of all or substantially all of Client's assets or equity securities or (ii) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((i) and (ii) together, a "Change of Control").

c) In addition, if Client seeks to sell, assign or otherwise transfer any Events which are the underlying subject matter of any Schedule (the "Subject Assets") regardless of whether such sale, assignment or transfer constitutes a Change of Control (any such transaction, a "Transfer"), Client shall cause the portion of the applicable Schedule relating to such Event(s) to be assigned to the purchaser or assignee of the Subject Assets (i.e. Client shall require the purchaser to assume Client's obligations under the applicable Schedule and this Agreement relating to such Event); provided however, in the event Client seeks to consummate a Transfer or enters into a Change of Control, but Client retains assets (i.e. Events) which are the underlying subject matter of a Schedule ("Retained Assets"), Client shall cause the applicable portion of the Schedule relating to the Subject Assets to be assigned to the purchaser or assignee of the Subject Assets, and Client shall retain its obligations under this Agreement and the Schedule(s) relating to the Retained Assets. Client shall be responsible for any and all costs incurred by it in connection with any such assignment. In the event that Client fails to cause an assignment as specified above, to the extent that there is a line item in the Schedule(s) entitled "Projected Contract Value," Client agrees to pay the amount of the Projected Contract Value related to such failed assignment as liquidated damages to Active, minus the amount of revenue already paid to Active net of all refunds, credit card chargebacks, and all other deducted amounts (the "Liquidated Damage Amount").

d) In the event that Client plans to enter into a Change of Control or otherwise consummate a Transfer, Client agrees to provide prior written notice to Active of the contemplated transaction. Within the thirty (30) day period following such transaction, Active shall have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee of the Subject Assets is a competitor of Active or a party with whom Active does not want to do business. In the event of such termination by Active, Client will pay the Liquidated Damage Amount.

e) Client agrees (i) to require that the assignee (as outlined in this Section 8) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule; (ii) that Active may offset any Liquidated Damages Amount set forth in this Agreement from any account balance you maintain with Active or any payment Active owes you; (iii) all Liquidated Damage Amounts set forth in this Agreement will automatically reset during each renewal term; and (iv) because of the difficulty in making a precise determination of actual damages incurred by Active in the event that Client breaches its exclusivity obligations in Section 2(c), fails to cause an assignment pursuant to Section 8(c), or if Active terminates this Agreement pursuant to Section 8(d), the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (iv) that in any suit or other action or proceeding involving the assessment or recovery of liquidated damages, the reasonableness of the Liquidated Damage Amount shall be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

9. Miscellaneous. a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of Active, to the address set forth above to the attention of Chief Legal Officer. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement shall be governed by the laws of -Texas, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. The parties irrevocably agree that any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Delaware/Dallas County, Texas.

c) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties. This Agreement supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement.

d) Sections 2, 3, 5, 6, and 9 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

e) If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

f) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

g) Neither party will be deemed to be in default hereunder, or will be liable to the other, for delay or failure to perform any of its obligations under this Agreement to the extent that such delay or failure results from any event or circumstance beyond that party's reasonable control, including without limitation, delays or failures of any Internet service provider, third-party payment processor or other third party.

h) Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an Active employee or agent in connection with this Agreement.

i) The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its affiliates or subsidiaries.

j) This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the parties. Such counterparts taken together shall constitute one and the same original document.

Services Agreement

SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

<p>Active Network, LLC</p> <p>By: _____ Signature (Authorized Representative Only)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Client</p> <p>By: _____ Signature (Authorized Representative Only)</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Email: _____</p> <p>Phone: _____</p> <p>Address: _____</p> <p>Event URL (site): _____</p>
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Bundled Pricing

From: "Ellis, Doug" <Doug.Ellis@activenetwork.com>
To: "Jason Arms" <jason.arms@pharr-tx.gov>

10/28/15 16:42

Hey Jason,

I want to give you some background on the Bundled Pricing model I have proposed to the City of Pharr. It is truly a unique concept and offers a solution to municipalities and their budget constraints.

Active Network has been helping the Local Public Sector find solutions for participation management for over 20 years. We have found that many of our customers not only want but need a solution to improve staff efficiencies, increase participation, and offer registration flexibility to their communities. Unfortunately when budget is allocated to the Parks and Recreation Department the funds are usually spent on capital improvements or repairs.

In May of this year we launched the Bundled Pricing Program to address this issue. We offer an enterprise class software solution with your choice of 6 modules/functionalities of your choice and waive the implementation/initial consultation/initial training fees. In other words there are no start-up costs, excluding hardware. With our standard pricing and implementation we would normally charge \$30K+.

To cover this cost we add 1% to our standard technology fee for this for the term of your contract. It is your choice on whether to absorb our technology fee or pass it on to your community. We can even split the fee if you wish. If you do decide to pass the fees on to your community than the software is, in theory, essentially free to use.

I believe this pricing model solves many issues from both sides. Let me know if you have any questions or need additional information.

Thanks for the opportunity to partner with the City of Pharr

[12 Parks & Rec Processes That May Be Hurting Your ROI \(and How to Optimize Them\)](#)

Doug Ellis

Account Executive

ACTIVE Network

Local Public Sector

717 N. Harwood Street, Suite 2500

Dallas, Texas 75201

(o) 469.729.3035

(m) 214.404.0666

Doug.ellis@ACTIVEnetwork.com

My ACTIVE is...

My Son. Swimming. Being Outside.

What's Your ACTIVE?

www.ACTIVENetwork.com

www.ACTIVE.com