



**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, SEPTEMBER 1, 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 National Suicide Prevention Awareness Day.
- B) Presentation of Proclamation proclaiming Hunger Action Month.

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

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) Consideration and action, if any, on Ordinance amending Ordinance No. O-2012-44 adding Chapter 11 under City of Pharr Personnel Policy Manual relating to restrictions on non-professional employee relationships (Non-Fraternization Policy). (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2015-38, Section 3, to add Witten Park. (PAL)
- C) Consideration and action, if any, rejecting bids for sludge management for water treatment plant and wastewater treatment plant and authorize City Manager to re-advertise for bids. (PUBLIC UTILITIES)
- D) Consideration and action on Planning & Zoning Cases:

Public Hearing:

- 1. D&G Saloon, LLC., d/b/a Capitolio Event Center, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as La Quinta Subdivision, Replat Lots 52-55, Pharr, Hidalgo County, Texas. The properties physical address is 5952 South Cage Boulevard. CUP#150749.
- 2. Araceli Cabanas, representing Francisco F. Rodriguez, d/b/a Roca Sushi Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as being 0.06 acres, more or less, out of Lots 23-30, inclusive, Block Two (2), J.T. Doster, Re-Subdivision of Block "B", out of Pharr Original Townsite, Pharr, Hidalgo County, Texas. The properties physical address is 119 East Newcombe Avenue (Park Avenue). CUP#140637

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. (TABLED)

AGENDA REGULAR MEETING
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- B) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit grant application to the Texas Office of the Governor Criminal Justice Division for the Crime Victims Liaison Project. (POLICE)
- C) Consideration and action, if any, on Resolution authorizing the Pharr Police Department to submit grant application to the State of Texas Local Border Security Program FY 2016 for the Safeguarding the Border Project. (POLICE)
- D) Consideration and action, if any, on Resolution appointing one (1) member to the Civil Service Commission. (ADMINISTRATION)

6. ADMINISTRATIVE:

- A) Consideration and action, if any, on request from PSJA ISD for road closures and assistance for the Marching Festival on Saturday, October 10, 2015 and UIL Pigskin Jubilee on Saturday, October 17, 2015. (POLICE)

7. PURCHASING:

- A) Consideration and action, if any, awarding bid for supply contract for chlorine. (PUBLIC UTILITIES)
- B) Consideration and action, if any, awarding bid for supply contract for purchase of Aluminum Sulfate Liquid Polymer Blend. (PUBLIC UTILITIES)
- C) Consideration and action, if any, awarding bid for supply contract for purchase of polymer. (PUBLIC UTILITIES)
- D) Consideration and action, if any, awarding bid for supply contract for purchase of Liquid Ammonium Sulfate. (PUBLIC UTILITIES)

8. CONTRACTS/AGREEMENTS:

- A) Consideration and action, if any, on Interlocal agreement between the City of Pharr and Hidalgo County Drainage District No. 1 for downtown drainage improvements. (ADMINISTRATION)
- B) Consideration and action, if any, on agreement between the City of Pharr and Hamer Enterprises for internet processing professional services. (MUNICIPAL COURT)
- C) Consideration and action, if any, authorizing City Manager to negotiate contract for the relocation of water and sewer line on Military Highway. (PUBLIC UTILITIES)

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.**

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 28th day of August, 2015, at 5:30 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 28th DAY OF AUGUST 2015.



Hilda Pedraza

HILDA PEDRAZA, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 2015 by,

_____ Title: _____

Whereas, every year, millions of Americans are directly affected by the more than 37,000 suicides and hundreds of thousands of suicide attempts made by friends or loved ones - nonetheless, suicide is preventable; and

WHEREAS, public awareness of this disturbing problem is the key to preventing further suffering and loss of life. The risk for human self-destruction may also be reduced through education and treatment; hence, on September 10th, a world-wide Suicide Prevention Awareness campaign will be observed with a theme of Preventing Suicide: Reaching Out and Saving Lives; and

WHEREAS, because root causes of suicide involve so many different psychological, physical, social, and spiritual dimensions, successful preventive action requires the combined efforts of individuals, families, communities, organizations, and governments at all levels; and

WHEREAS, showing care and concern to someone who may be vulnerable to suicide can make a difference. People who come in contact with youth including educators, counselors, coaches, ministers, healthcare providers, can play a key role in helping a despondent young person by identifying the existence of a problem or contributing factors like drug abuse and family break-up. Government can assist through research and policies which strengthen the family unit, foster a sense of individual self-worth, identify causes of suicide and develop strategies to reduce its incidence. In short - all of us have the opportunity and responsibility to help deal with this growing problem; and

WHEREAS, the Pharr City Commission encourages its citizens to reach out and help anyone at risk of suicide.

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 September 10, 2015, as:

“National Suicide Prevention Awareness Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 1st day of September 2015.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

WHEREAS, the Hunger Action Month is celebrated and observed from September 1st through September 30th; and

WHEREAS, the Hunger Action Month provides fun and educational activities and education for the citizens of the City of Pharr and communities in the Mid-Valley; and

WHEREAS, the Hunger Action Month is hosted at the Food Bank of the Rio Grande Valley, Inc. and works to educate families from Pharr and the Rio Grande Valley on self-sustainability by learning to grow their own food and providing a market place to sell fruits and vegetables; and

WHEREAS, the Food Bank of the Rio Grande Valley, Inc. operating in the All-America City of Pharr and contributes to the health, well-being and quality of life of the community of Pharr; and

WHEREAS, it is the 10th Anniversary of the Empty Bowls Luncheon, being held at the Boggus Ford Events Center, in Pharr on September 29th, during Hunger Action Month; and

WHEREAS, the good health and well-being of the residents of Pharr are enhanced as a direct result of Hunger Action Month and the Food Bank of the Rio Grande Valley, Inc.

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 September 2015 as:

“Hunger Action Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 1st day of September 2015.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

**City Engineer's Report
September 1, 2015**

Design Projects:

Cage Boulevard Traffic Signal Improvements – Polk Ave to Ridge Road

Aldaña Engineering & Traffic Design has completed plans and specifications. Will begin to advertise..

City of Pharr Bicycle Accessible Improvements

The environmental consultant is currently working on the environmental document for the project.

City of Pharr Pedestrian Improvements Project – Ridge Road

Plans and Specifications are about complete. Staff is working on final plan quantities and changes.

Jones Box Park – Pedestrian Bridge

Plans were submitted to HCDD#1 on August 7, 2015 with permit. Received comments from HCDD#1 and are addresses the comments.

Navarro Street Roadway & Drainage Improvements

Plans have been submitted for review and comments by the engineer.

Hi-Line Road

Engineer has begun design for the improvements.

Owassa Road

Final stage of the Environmental document is underway. Resolution letter regarding the change to the posted speed limit was submitted to TxDOT. Hopefully, the city will be issued the FONSI in order to begin acquiring Right of Way. Engineer has submitted 30% construction plans and is currently under review by TxDOT.

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:	\$1,112,354.68
Percent Completed:	66%

East Anaya Road

Public Works has completed work on the east portion of Anaya Road from Veterans Blvd to Mould Drive. Construction is completed.

Contract Amount:	\$179,152.65
Current Expenditures:	\$23,746.75
Percent Completed:	100%

Northside Park – Special Needs

There was some activity by the Contractor this month. Installation of irrigation system. Meeting with bonding company was held and Yates Construction was introduced as the contractor to complete the project. Yates Construction has begun completing the punch list.

Contract Amount:	\$708,150.00
Current Expenditures:	\$648,903.00
Percent Completed:	95%

Traffic Signal at Sugar & Sioux Road

The drill shaft for the southwest corner pole and controller box has been installed. Location of final drill shaft on the north was determined after meeting with AT&T and Public Utilities. The north shaft has been drilled. It is anticipated that the light will be on flashing mode for 30 days at the end of this month.

Contract Amount:	\$83,126.55
Current Expenditures:	\$58,985.65
Percent Completed:	58.39%

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:	\$0
Percent Completed:	0%



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



East Anaya Road Improvements – US 281 & Anaya Road

ORDINANCE NO. O-2015-____

AN ORDINANCE AMENDING ORDINANCE NO. O-2012-44 ADDING A NEW CHAPTER 11 UNDER THE CITY OF PHARR PERSONNEL POLICY MANUAL RELATING TO RESTRICTIONS ON NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS

WHEREAS, the existing Personnel Policy & Procedures Manual needs to be updated, modified, and revised to incorporate changes as directed by the Pharr Board of Commissioners;

WHEREAS, the adoption of the provisions stated herein add new restrictions upon City of Pharr employees not previously covered under the current version of the City of Pharr Personnel Policy Manual;

WHEREAS, the provisions stated herein are necessary to address employee behavior at the work place and with the public at large;

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

SECTION 1: ADDS A NEW CHAPTER 11 – NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS

CHAPTER 11 NON-PROFESSIONAL EMPLOYEE RELATIONSHIPS

Section 1. PURPOSE

The following restrictions are adopted in response to the City of Pharr's continual mission to provide its employees with a discrimination-free work environment and to further promote the longstanding professional interaction between the City of Pharr employees and the general public.

Section 2. MANAGERIAL STAFF AND SUBORDINATE EMPLOYEES

Any City employee who operates in a managerial capacity should not engage in any form of non-professional relationship with a subordinate employee regardless of whether the two employees work in the same or different departments. In the event of such relationship and depending upon the nature of the situation, one or both employees may be subject to disciplinary action, up to and potentially including termination of employment. All employees, especially managers, are reminded that the qualities of good judgment, discretion, and compliance with guidelines are all taken into account when considering future advancement opportunities and salary increases.

Section 3. RELATIONSHIPS BETWEEN EMPLOYEES OF THE SAME LEVEL

Depending on the circumstances, some forms of non-professional relationships between employees of the same level may be appropriate. However, if a relationship or social activity between two or more employees of the same level:

1. has the potential or effect of involving the employees, their coworkers, or the company in any kind of dispute or conflict with other employees or third parties;
2. interferes with the work of any employee;
3. creates a harassing, demeaning, or hostile working environment for any employee;
4. disrupts the smooth and orderly flow of work within the office, or the delivery of services to the residents of the City of Pharr, or in the community at large;
5. harms the goodwill and reputation of the City of Pharr among its residents or in the community at large; or
6. tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) responsible for such problems will be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 4. CITY EQUIPMENT AND FACILITIES

No employee may use City equipment or facilities for furtherance of non-work-related activities or relationships without the express advance written permission of the City Manager. Employee(s) who violate this rule will be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 5. QUESTIONABLE CONDUCT

Employees who conduct themselves in such a way that their actions and relationships with each other become the object of gossip among other employees of the City of Pharr, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the Human Resources department to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance or resolve the problem may subject the employee(s) to disciplinary action, up to and potentially including termination of employment.

Section 6. DEFINITIONS

For purposes of the above restrictions, the following definitions shall apply:

- A. "Non-Professional Relationship" means a personal relationship between two or more employees that is unduly familiar and does not further the employee(s) job duties, or the employment mission of the City of Pharr.
- B. "Managerial Staff" includes any employee who, by job description, exerts any type of authority over another subordinate employee regardless of official title or pay grade.
- C. "Subordinate Employee" includes any employee who is supervised by managerial staff.
- D. "Employees of the Same Level" means employees who do not exercise any authority over each other.

Section 7. GRANDFATHERING & OTHER EXCEPTIONS

Employees should take note that not all relationships will qualify for an exception. However, at the City Manager's discretion and depending upon the circumstances, certain employees may not be subject to the above restrictions if:

- A. The employees non-professional relationship(s) are disclosed to the Human Resources department within a timely manner after the adoption of this ordinance; and
- B. There is no prior history of the employees violating any of the above restrictions outlined in Section 3 of this chapter.

If the grandfathered non-professional relationship(s) subsequently violate the restrictions outlined in Section 3 of this chapter, the employees can be subject to disciplinary action, up to and potentially including termination of employment, depending on the circumstances.

Section 8. EFFECTIVE DATE

This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 25th day of AUGUST, 2015, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. O-2015- ____

AN ORDINANCE AMENDING ORDINANCES O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations”

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservation, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-40. Rental fee classes”

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

- (1) **Class I** (Commercial/profit making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit making, such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.
- (2) **Class II** (Non-commercial/profit making) shall apply and all activities sponsored by public or private nonprofit entities for the expressed purposes of raising funds either through the charging of admission fees or the soliciting of donations. Examples are dances sponsored by non-profit corporations and church events.

- (3) **Class III** (Non-commercial/private) shall apply to any and all activities sponsored by private entities to which admission might be restricted but to which an admission fee will not be charged and profit making is not intended. These activities may include weddings, quinceñeras, receptions, birthday parties and company banquets, etc.

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

“Sec. 30-41. Rental fee schedule”

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

Ancillary charges will be decided by City of Pharr Management and City Police Department. The standard ancillary fees for all locations are as follows:

Ancillary charges:

- Security:
 - \$35/hour per certified City of Pharr Police Officer (minimum of 3 certified officers)
 - Greater of \$15/hour or actual cost per non-certified security personnel
 - \$15/hour Ushers/Custodians/Ticket Takers

(1) PHARR EVENTS CENTER:

		Rate Per Day*	
		June thru August	
<u>NON-TICKETED</u>		Thursday thru Saturday	Sunday thru Wednesday
Gala’s, Weddings, Quinceaneras, Conventions, Other		\$5,000	\$5,000

		September thru May	
		Thursday thru Saturday	Sunday thru Wednesday
		\$10,000	\$5,000

NON-PROFIT EVENT

- 501c3 from \$2,500.
- Provide letter to City Commission with at least 45 days of notice.

NOTE: Rent does not include ancillary charges required: security

TICKETED
 Concerts/Sporting/Other

Rate Per Day*	
June thru August	
Thursday thru Saturday	Sunday thru Wednesday
\$5,000	\$3,000
September thru May	
Thursday thru Saturday	Sunday thru Wednesday
\$5,000	\$3,000

-All Pre-Box tickets are due when doors open of day of show. Any Pre-Box tickets not turned in are the sole promoter responsibility.

NOTE: Rent does not include ancillary charges required: security

Half-Day Events	Rate
Breakfast - 6am-10am	\$ 1,000
Lunch - 11am - 3pm	\$ 1,000
Dinner - 5pm - 9pm	\$ 1,000

NOTE: Half-Day events will only be allowed so long as they do not interfere with daily rental events. Events that continue in duration than the time stated will incur a charge of \$150/hour over the stated time, starting the first minute over allotted time.

Rate per day includes set-up and/or take down day of use, unless there is no event the day of the set-up and/or take down, at which point it will be \$150/hour.

Day of event is defined as 8:00 a.m. thru 2:00 a.m.
 DJ events must end at 2:00 a.m.

Charge for the use of the 2 projectors is \$150.00 each, per day. Charge for the use of the pipe drape/booths for Expos is \$1,000.00 per day.

PSJA school graduations and any other events including Church events or dinners non-profits events can be held on Sunday thru Wednesday only.

Any all items brought into the venue for your event must be taken out after the event is over (for example decorations, catering items, etc.)

All Pre-Box tickets must be returned to the box office no LATER than 3:00 p.m. day of the event; any and all tickets not returned will be considered as sold tickets.

- a. **House Promoter Exception** Dates may be reserved without deposit and rental fees reduced to \$2,000 for ticketed events so long as the promoter brings twelve (12) events to the Events Center.

- b. Discount for In-Kind Media Rental Event.** Rental fees and security costs will be discounted \$0.50 per dollar in exchange for media promotional coverage of City and Events Center considered in-kind. Rental fees for media company promotional events will not be limited (rental fee may be \$0).
- c. Rental Deposit and Payment (Non-House Promoters).** Twenty-five percent (25%) of the rent must be paid to reserve a rental date. The full amount of the rental fee must be paid at least 30 days prior to reserved date. Failure to timely pay in full may result in cancellation of the event without refund.
- d. Conflicting Reservation Date.** When two or more renters want to reserve the same date, priority will be given to the renter with a signed contract by the artist (or the artist's manager) that will be performing. If a deposit was provided and the date revoked due to the conflicting reservation date, the deposit will be returned. Costs incurred to move the event to another venue will not be the responsibility of the City.
- e. Security Personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- f. Support Personnel Included in the Price.** Included in the price, if needed, the venue will provide each promoter/renter with the following personnel at the venue: three Box Office, two Ticket Scanners, two Ushers, and a crew of 4 to set-up and/or take-down the layout for the event. Any additional staff will incur the greater of \$15/hour or actual cost. Layout will be discussed on a one to one basis one week prior to event. If layout needs changes after the layout has been done, this will fall solely on the rental party not on the venue employees. Venue staff will do the changing of the layout for an additional \$150/hour.
- g. Additional Rent Discount (Hotel Use).** The Rent Fee can be further discounted dollar for dollar on every hotel/motel room paid for the renter's occasion, limited to the night of the event. This discount is limited to no more than \$1,000. The Hotel/Motel must be located in Pharr city limits. A receipt must be provided identifying the PAYMENT of the rooms.
- h. Rental Rates 30 Days From Event (Non-Ticketed Events Only).** If there are no "Ticketed" events scheduled 30 days from the day of the proposed "Non-Ticketed" event, the "Non-Ticketed" rental rate will be \$5,000. Venue reserves the right to move any "Non-Ticketed" event 30 days prior to the event.

- i. The City of Pharr will withhold between 150-200 General admission/Standing room only comp tickets. These comp tickets will offset the volunteer costs for the Pharr Events Center. The volunteer program staff will be subjected to fill out a criminal background check within the City of Pharr/Human Resource Department.

(2) TIERRA DEL SOL: (Hall and Bar Area)

Rental Period	Time	Deposit	Class I	Class II	Class III
Sunday-Thursday	8:00 a.m. – 1:00 p.m.	\$200.00	\$400.00	\$350.00	\$300.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	1:00 p.m. – 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	1:00 p.m. – 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. – 7:00 p.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00
	1:00 p.m. – 1:00 a.m.	\$200.00	\$1,200.00	\$1,100.00	\$1,000.00

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

- d. **Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(3) LAS MILPAS COMMUNITY CENTER

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Sunday	8 a.m.-12 MID.	\$50.00	\$50.00 Per hr.

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

(4) VICTOR GARCIA MUNICIPAL PARK:

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

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

(5) PHARR SPORTS COMPLEX:

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

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

6) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday and Sunday	8 a.m. to 10 p.m.	\$50.00	\$375.00

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

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 25th day of AUGUST, 2015, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2015, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____ 2015, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

MEMORANDUM

DATE: August 27, 2015 Meeting Date: September 1, 2015

TO: Mayor & City Commissioners

CC: Juan Guerra, City Manager

FROM: David Garza, Utilities Director

SUBJECT: Rejection of bids and re-advertises for Sludge Mgmt services for WTP & WWTP

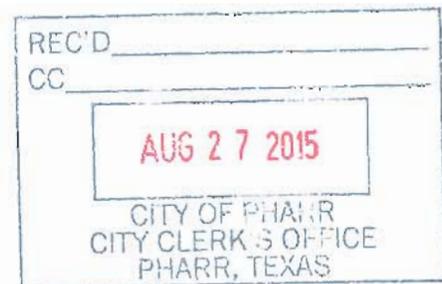
ISSUE: The City went out for bids for sludge management services for the WTP & WWTP. Bidders mislabeled the packages ,which one was opened due to the mislabeling. Bids had to be rejected. Staff is requesting to re-advertise for the service.

FINANCIAL CONSIDERATION: \$900 to re-advertise

STAFF RECOMMENDATION: Staff recommends to reject all bids for sludge management service and to re-advertise for the service.

ALTERNATIVE: None.

THANK YOU





MEMORANDUM

DATE: TUESDAY, SEPTEMBER 01, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC
FILE NO. **CUP#150749** (CAPITOLIO EVENT CENTER)

GENERAL INFORMATION:

APPLICANT: D & G Saloon, LLC., d/b/a Capitolio Event Center, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as La Quinta Subdivision, Replat Lots 52-55, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5952 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the North, South, East and Single-Family Residential District (R-1) to the West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **CODE ENFORCEMENT** Pending Inspection.

FIRE MARSHAL: Pending Inspection.

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

PLANNING DEPT.:

Pending Inspection.

**NOTIFICATION
OF PUBLIC:**

Twenty-two (22) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance Newspaper. Staff received one person who signed up to speak at the public hearing.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

Development Services Staff is recommending **approval** of the request for 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) subject to site being in compliance with all City Ordinances and City Department requirements.

**PLANNING AND
ZONING
COMMISSION:**

Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to staff's recommendations.

Proposed Conditional Use Permit
 La Quinta Lots 54-55
 D + B Saloon, LLC
 Capitolio Event Center

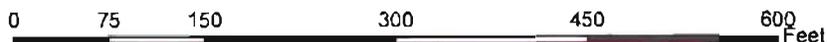


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- | | | | | |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | High Density Multi-Family | Government Owned | Heavy Industrial | Hidalgo 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 | |

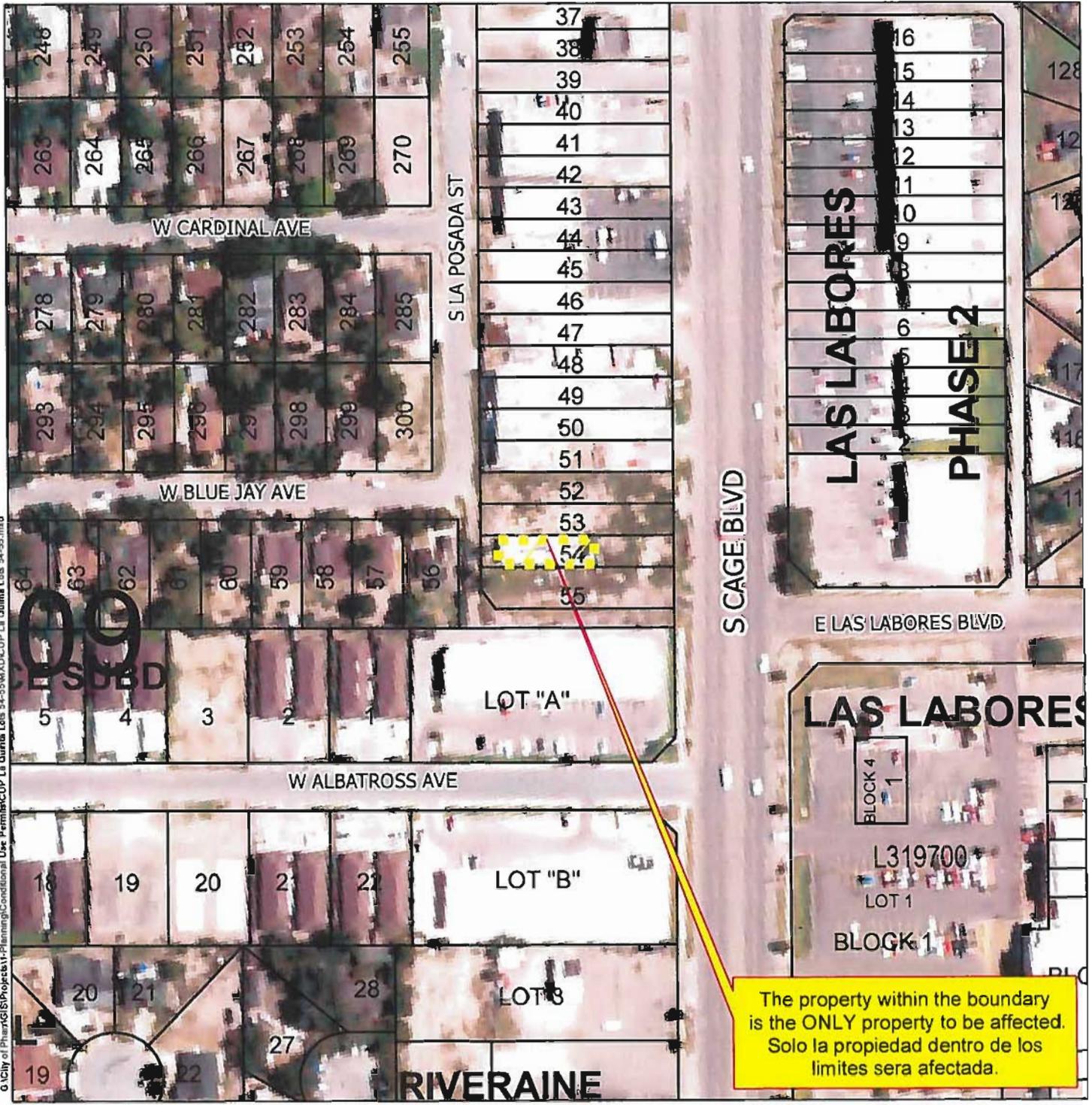
City of Pharr, Texas
 Engineering Department
 956.702.5355

Scale: 1 inch = 150 feet



Date: 8/3/2015

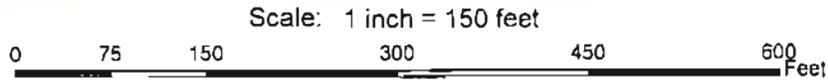
Proposed Conditional Use Permit
 La Quinta Lots 54-55
 D + B Saloon, LLC
 Capitolio Event Center



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

City of Pharr, Texas
 Engineering Department
 956.702.5355





Pharr Police Department

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



To: Melanie Cano, Interim Director Development Services
From: Joel Robles, Asst. Chief of Police
Date: 08/21/2015
Re: Conditional use Permit and Late Hours Permit for ABC – File No. CUP#150749 (Capitolio Event Center)

Jose Fernando Delgado (██████████), Jose Luis Delgado (TamaulipasDL██████████), and Maria dela Luz Santana (██████████) / D&G Saloon, LLC, d/b/a Capitolio Event Center, has filed with the Planning and Zoning Commission requesting for 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 more fully described as follows:

Legal Description: La Quinta Subdivision, Replat Lots 52-55, Pharr, Hidalgo County, Texas

Physical Address: 5952 S. Cage Blvd. – Contact # (956) 616-8033

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

REPLY

Mr. Wylie, 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: 08/21/2015



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 01, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

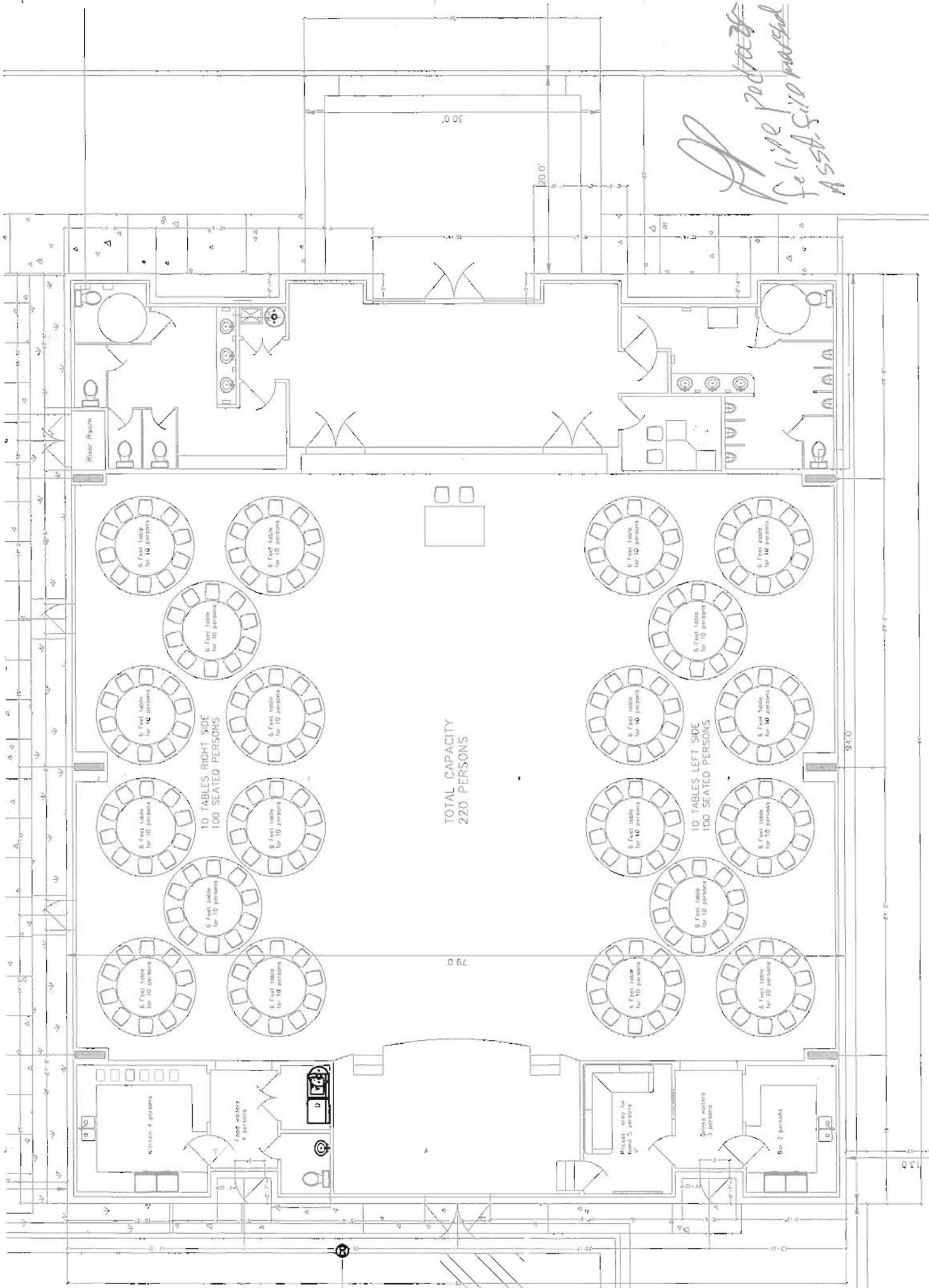
SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT FOR ABC
FILE NO. CUP#150749 (CAPITOLIO EVENT CENTER)

D & G Saloon, LLC., d/b/a Capitolio Event Center, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: La Quinta Subdivision, Replat Lots 52-55, Pharr, Hidalgo County, Texas.

Physical Address: 5952 South Cage Boulevard.

Planning staff is pending inspection for the request for a Conditional Use Permit and Late Hours Permit provided applicant and site being in compliance with all City Ordinances and City Department requirements.



*As per contract
for live sound
A 55th St. sill post*

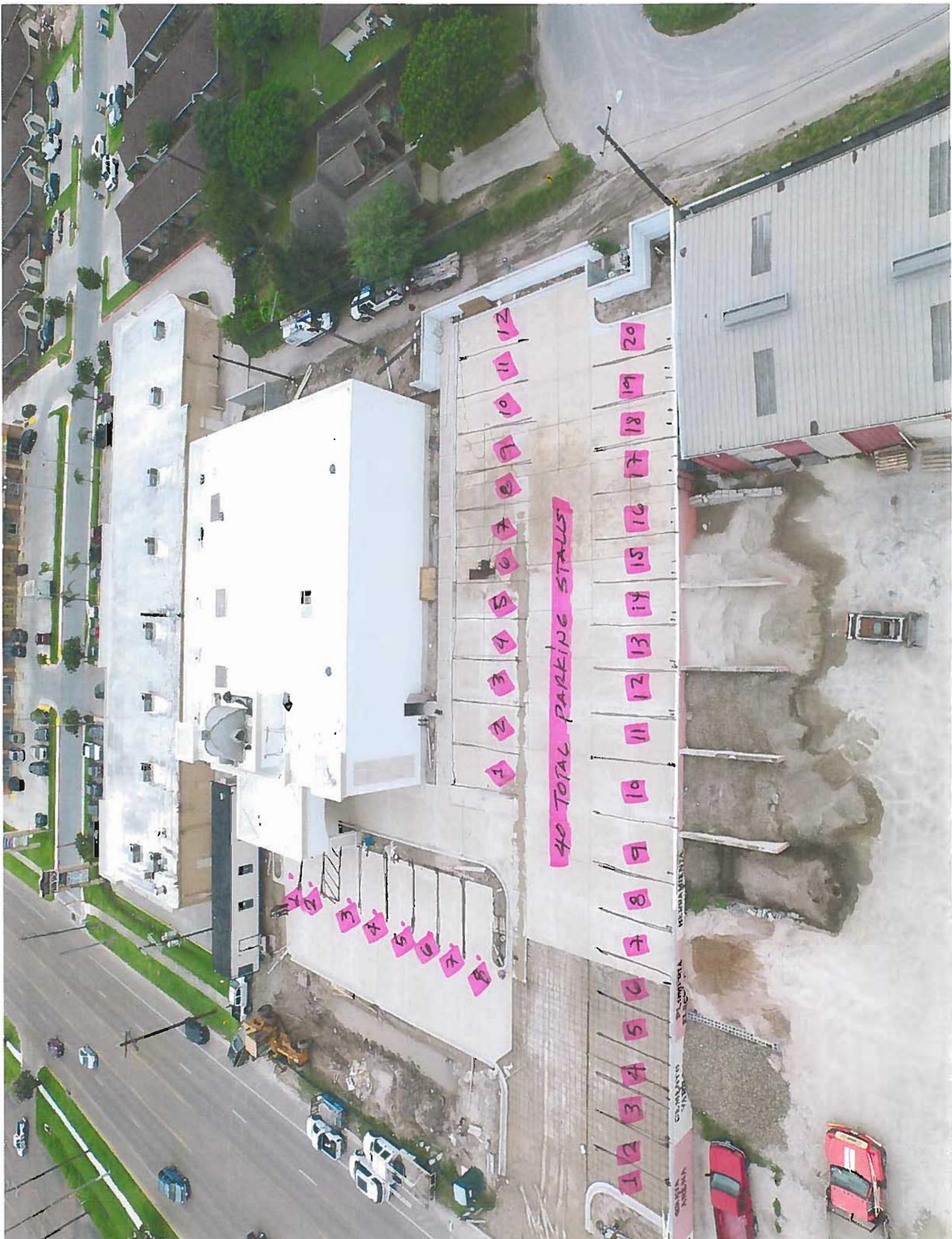
30.0'

20.0'

34.0'

79.0'

15.0'



40 TOTAL PARKING STALLS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
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- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

- 1
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- 6
- 7
- 8



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 01, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. **CUP#140637** (ROCA SUSHI BAR)

Executive Summary Letter

Background:

Araceli Cabanas, representing, Francisco F. Rodriguez, d/b/a Roca Sushi Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Roca Sushi Bar.

The property is located at 119 East Newcombe Avenue (Park Avenue). It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 01, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. **CUP#140637** (ROCA SUSHI BAR)

GENERAL INFORMATION:

APPLICANT: Araceli Cabanas, representing Francisco F. Rodriguez, d/b/a Roca Sushi Bar, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as being 0.06 acres, more or less, out of Lots 23-30, inclusive, Block Two (2), J.T. Doster, Re-Subdivision of Block "B", out of Pharr Original Townsite, Pharr, Hidalgo County, Texas.

LOCATION: The properties physical address is 119 East Newcombe Avenue (Park Avenue).

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South, East, and 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:

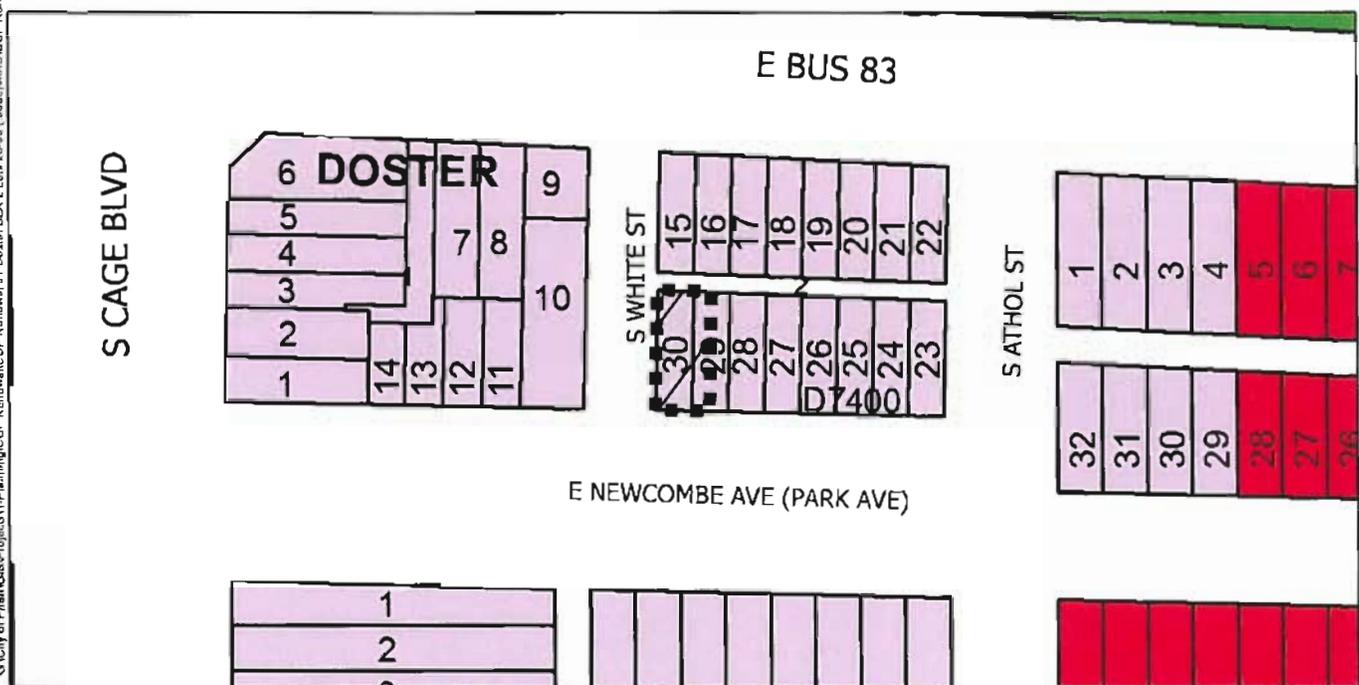
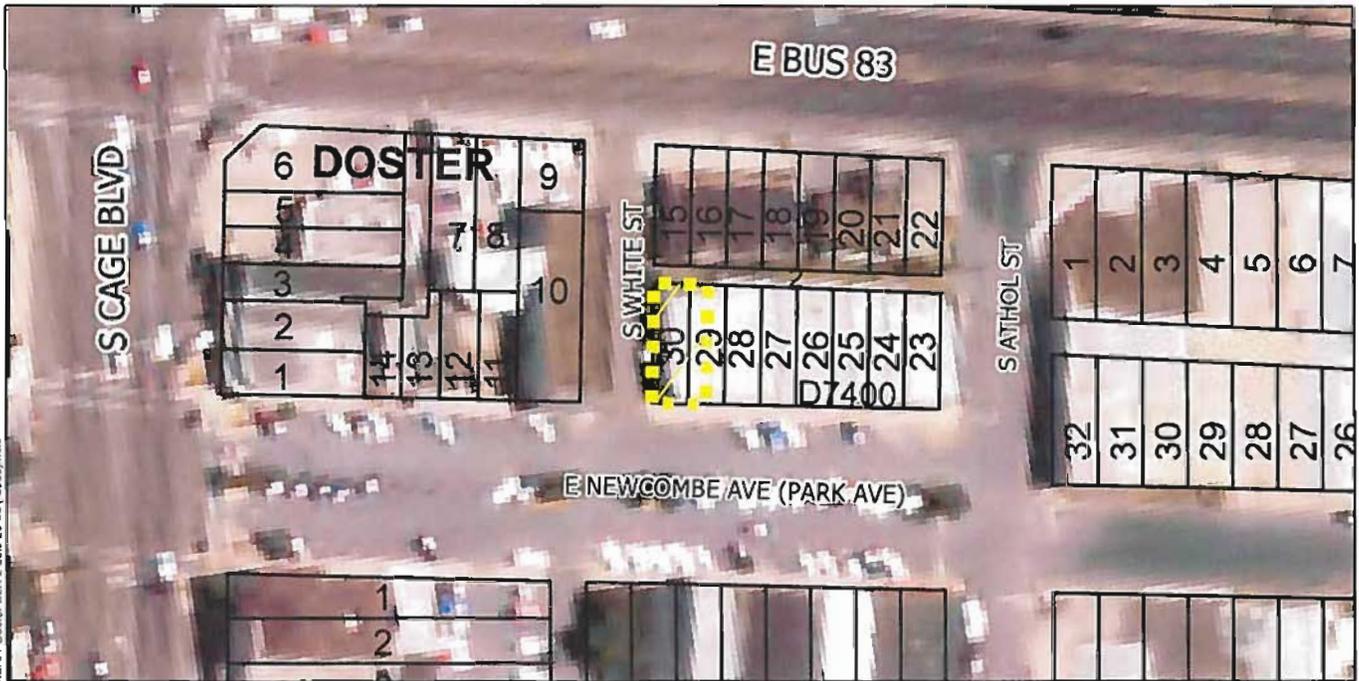
Recommends approval of the Conditional Use Permit.
(See attached memo)

PLANNING DEPT.:

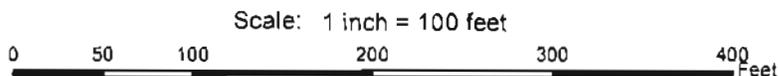
Recommends approval of the Conditional Use Permit.
(See attached memo)

**PLANNING STAFF
RECOMMENDATIONS:**

Planning Staff is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) provided that the site and applicant is in compliance with all City Ordinances and City Department requirements.



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





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

June 10, 2015

ROCA SUSHI BAR
119 E PARK AVE
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Jun 10, 2015 revealed no violations.

2960 EDUARDO LUGO
Inspector

Samuel Cabanas

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

JUN 10 2015

BY: _____



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



To: Edward Wylie, Director City Planning
 From: Joel Robles, Asst. Chief of Police
 Date: 06/01/2015
 Re: Conditional use Permit Renewal for ABC – File No. CUP#140637 (Roca Sushi Bar)

Araceli Cabanas, representing Francisco F. Rodriguez ([REDACTED]), d/b/a Roca Sushi Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a Business District (C-2). The Property is more fully described as follows:

Legal Description: Being 0.06 acres, more or less, out of Lots 23-30, inclusive, Block 2, J.T. Doster, Re-Subdivision of Block "B", out of Pharr Original Townsite, Pharr, Hidalgo County, Texas

Physical Address: 119 E. Newcombe Ave. – Contact Number: 956-867-8378

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

REPLY

Mr. Wylie, 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 tags 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: 06/01/2015
RECEIVED
 PHARR DEVELOPMENT
 SERVICES DEPT.

JUN 01 2015

Roca Sushi Bar CUP Renewal

BY: _____



MEMORANDUM

DATE: TUESDAY, SEPTEMBER 01, 2015
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES 
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC
FILE NO. **CUP#140637** (ROCA SUSHI BAR)

Araceli Cabanas, representing Francisco F. Rodriguez, d/b/a Roca Sushi Bar, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is more fully described as follows:

Legal Description: Being 0.06 acres, more or less, out of Lots 23-30, inclusive, Block Two (2), J.T. Doster, Re-Subdivision of Block "B", out of Pharr Original Townsite, Pharr, Hidalgo County, Texas.

Physical Address: 119 East Newcombe Avenue (Park Avenue).

Planning staff is recommending approval of the request for a Conditional Use Permit provided applicant and site being in compliance with all City Ordinances and City Department requirements.

ORDINANCE NO. 0-2015-

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.

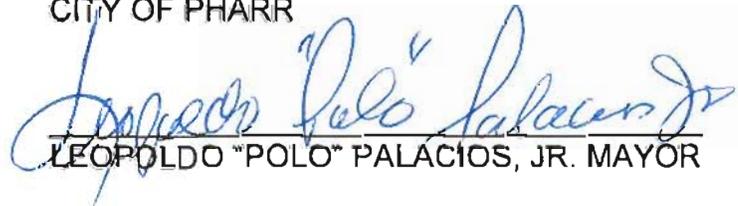
SECTION 11. CUMULATIVE CLAUSE; REPEALING CLAUSE. The ordinance shall be cumulative of all ordinances dealing with the same subject and any provision in conflict with this ordinance is hereby repealed and the provisions of this Ordinance supersedes. The invalidity of any section, clause, sentence or provision 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: August 26, 2015
TO: Juan G Guerra, City Manager
FROM: Ruben Villescas, Police Chief

SUBJECT: Request for Authorization and Resolution to Allow the Pharr Police Department to submit Grant Application to the Texas Office of the Governor Criminal Justice Division for the “Crime Victims Liaison Project ”

ISSUE

This resolution is requested to authorize the Pharr Police Department to apply for a Crime Victims Liaison Grant Project that will reimburse the City of Pharr for wages paid to an individual who will coordinate and administer all victim assistance services for the City of Pharr Police Department. The Grant application is submitted to the Office of the Governor Criminal Justice Division for a grant under, *The Victim Coordinator and Liaison Grant.*

This resolution will authorize Police Chief Ruben Villescas to sign our grant application and enter into a contract with the Office of the Governor Criminal Justice Division for the implementation of this program. The resolution will also authorize the City Finance Director to request funds for the expenses required.

The program director Chief Ruben Villescas or designee will implement the program and be responsible for its operation. The program will be utilized during working hours Monday thru Friday. The Crime Victims Project will be required to assist victims of crimes in filling out applications for assistance as well as obtaining social services available to include criminal investigations. If authorized the program will be scheduled to be in effect upon receipt of funds.

FINANCIAL CONSIDERATION

The funded grant amount is \$35,100.00 requiring a 20% match in cash match and in-kind. Approximate cash match is \$6,600.00.

ALTERNATIVE

Not apply for funding which will lead to the following:

- Carry the position on the budget requiring general fund funding
- Not carry the position on budget

STAFF RECOMMENDATION

I recommend that approval be given for the City of Pharr Mayor Ambrosio Hernandez to sign a resolution designating Police Chief Ruben Villescas as the grantee authorized official and to submit an application to the Office of Governor Criminal Justice Division for the “Crime Victims Liaison Project”.



PHARR POLICE DEPARTMENT



Texas Office of the Governor-Criminal Justice Division

GRANT RESOLUTION 2015 # _____

WHEREAS, The City of Pharr finds it in the best interest of the citizens of Pharr, that the Crime Victims Liaison Project be operated for the October 1, 2016 thru September 30, 2016; and

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

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

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

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

SIGN BY: PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

Grant Number: 2987301

APPROVED:

Mayor Ambrosio Hernandez

Attest:

Hilda Pedraza, City Secretary

Certification

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 1st day of September , 2015, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the 1st day of September , 2015, ad.

City of Pharr

Hilda Pedraza, City Clerk



MEMORANDUM

DATE: August 26, 2015

TO: Juan G Guerra, City Manager

FROM: Ruben Villescas, Police Chief

SUBJECT: Request for Resolution for Authorization to Submit Grant Application to the State of Texas Local Border Security Program FY 2016 for "Safeguarding the BorderProject"

ISSUE

The Pharr Police Department has been actively engaged in law enforcement southbound operations at and near the Pharr International Bridge. The operations on certain occasions are conducted in partnership with U.S. Customs and Border Protection agents in efforts of detecting and seizing stolen vehicles, firearms, ammunition, drug money, and wanted persons.

The State of Texas Local Border Security Program is seeking applications from police departments seeking to address border related criminal activity, outbound operations, disrupting gangs and cartel organizations, specific areas for crime, intelligence led policing, increase field intelligence and other activities to increase security and quality of life. **The funding is for OVERTIME and Fuel expense ONLY.**

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

FINANCIAL CONSIDERATION

This a State Grant for the funding amount of \$247,624.00 (no match)

ALTERNATIVE

Not apply for funding and this agency not participate in this state project.

STAFF RECOMMENDATION

Based on the foregoing discussion, I hereby recommend that the city commission approve a resolution authorizing City Manager Juan Guerra or his designee Police Chief Ruben Villegas to submit the application, accept any grant award, and enter any required agreements with the State of Texas.



PHARR POLICE DEPARTMENT



**TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY (THSSAA)
LOCAL BORDER SECURITY PROGRAM (LBSP 2016)
GRANT RESOLUTION 2015 # _____**

WHEREAS, The Pharr Police Department finds it in the best interest of the citizens of city of Pharr that the **Safeguarding The Border Project** be operated for the fiscal year 10-01-15 to 09-30-2016;

WHEREAS, the purpose of the LBSP-16 is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, Pharr Police Department agrees to provide if applicable matching funds for the said project as required by the Texas Homeland Security State Administrative Agency (THSSAA)-Texas Department of Public Safety grant application; and

WHEREAS, Pharr Police Department agrees that in the event of loss or misuse of the Texas Homeland Security State Administrative Agency (THSSAA)-Texas Department of Public Safety funds, Pharr Police Department assures that the funds will be returned to the Texas Homeland Security State Administrative Agency (THSSAA)-Texas Department of Public Safety in full.

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

NOW THEREFORE, BE IT RESOLVED that Pharr Police Department approves submission of the grant application for the **Safeguarding The Border Project** to the Texas Homeland Security State Administrative Agency (THSSAA)-Texas Department of Public Safety.

SIGN BY: PASSED AND APPROVED THIS ____ DAY OF _____, 2015.

Grant Number: 2991401

APPROVED:

Mayor Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the __1st__ day of __September__, 2015, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the __1st day of __September__, 2015, ad.

City of Pharr

Hilda Pedraza, City Clerk

STATE OF TEXAS § **RESOLUTION**
COUNTY OF HIDALGO § **NO. R-2015-___**
CITY OF PHARR §

WHEREAS, the City Commission of the City of Pharr has adopted a Resolution creating the Pharr Firefighters and Police Officer's Civil Service Commission; and

WHEREAS, under the provision of the Texas Fire and Police Civil Service section 143.006(b), the Civil Service Commission is comprised of three (3) members to be appointed by the Chief Executive Officer and confirmed by the governing body of the municipality; and

WHEREAS, a person appointed to the commission must be of good moral character; be a United States citizen; be a resident of the municipality who has resided in the municipality for more than three years; be over 25 years of age and not have held a public office within the preceding three years;

WHEREAS, members of said commission shall serve staggered three year terms with the term of one member expiring each year; and

WHEREAS, the term of Joe Cantu will expire on September 5, 2015 and appointment of a member is needs to be made at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following citizen is hereby confirmed as a member of the Pharr Firefighter's and Police Officer's Civil Service Commission.

NAME	LENGTH OF TERM
_____	3-year term (expiring 09/05/18)

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of September, 2015.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

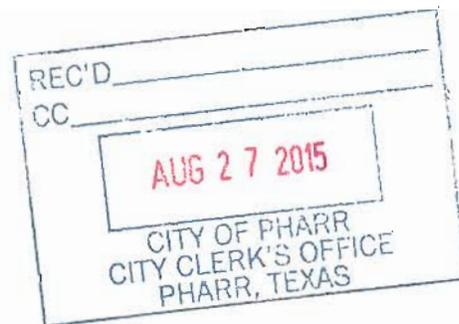
Hilda Pedraza

From: Joe Cantu <jcantu@pharrha.com>
Sent: Thursday, August 27, 2015 5:28 PM
To: Hilda Pedraza
Subject: Civil Service

Hilda

Please allow this email to serve as official notice that I would like to notify you of my decision not to be considered for reappointment as Commissioner of the Civil Service Board. I would like to thank the Mayor and City Council for giving me the privilege to serve the Fire and Police Departments during my term. I pray for continued success to the Mayor, Council Members and employees of The City of Pharr! Thank you.

Joe Cantu





MEMORANDUM

DATE: August 27, 2015

TO: Juan Guerra, City Manager
FROM: Ruben Villescascas, Police Chief

SUBJECT:

Request for Authorization For Road Closures and the City of Pharr to Provide Assistance to the Pharr-San Juan-Alamo ISD for the PSJA ISD Marching Festival on October 10, 2015 and UIL Pigskin Jubilee on October 17, 2015

ISSUE:

The Pharr San Juan Alamo ISD will host (2) marching band competitions in the City of Pharr in the month of October. The PSJA ISD Marching Festival is scheduled for Saturday October 10, 2015 and the UIL Pigskin Competition is scheduled for Saturday October 17, 2015. PSJA ISD has agreed to pay for the personnel costs for police employees, and is asking for assistance with the remaining items. PSJA ISD officials have estimated an attendance of approximately 12,000 persons (includes students) at each event.

Dr. Daniel King has submitted a written request to the office of City Manager Juan Guerra asking for the City of Pharr assistance and further requested various road closures to allow for the safe movement of band member students and vehicles.

The Road Closure requests are for the following streets from 12 noon to 12 midnight:

- **Fir St.—from Kelly to Sam Houston Blvd**
- **Gumwood St.—from Highway 83 to Sam Houston Blvd**
- **Ironwood St.—from Kelly St to Sam Houston Blvd**
- **Jones St-- from Ironwood St. to Gumwood St**
- **Hibiscus St.-from Kelly to Jones St.**

FINANCIAL CONSIDERATION:

PSJA ISD will employ off-duty Pharr Police Officers for both events and issue payments to the officers directly. PSJA ISD is asking for assistance of the City of Pharr providing for equipment costs associated with the use of Skywatch Towers, police units, other police vehicles and public works resources to include barricades, cones and city vehicles.

Equipment costs were calculated based on equipment usage, fuel, maintenance etc.. **The total assistance in expenses for the City of Pharr is \$17,417.56 for each event, grand total of \$34,835.12.**

PSJA ISD Marching Festival 10/10/2015

Police Resources	
Personnel Costs	\$5,040.00
Equipment Costs	\$6,600.00
Public Works Resources	
Personnel Costs	\$1,922.56
Equipment Costs	\$8,895.00
PSJA ISD Marching Festival Total Costs	\$22,457.56
PSJA ISD Marching Festival City of Pharr Assistance	\$17,417.56

UIL Pigskin Jubilee 10/17/2015

Police Resources	
Personnel Costs	\$5,040.00
Equipment Costs	\$6,600.00
Public Works Resources	
Personnel Costs	\$1,922.56
Equipment Costs	\$8,895.00
UIL Pigskin Jubilee Total Costs	\$22,457.56
UIL Pigskin Jubilee City of Pharr Assistance	\$17,417.56

ALTERNATIVE:

Not approve the assistance and require PSJA ISD to reimburse the City of Pharr in the amount of \$34,835.12.

STAFF RECOMMENDATION:

Staff recommends approval of Request for Assistance submitted by the PSJA ISD for City Departments to provide assistance for the PSJA ISD Marching Festival held on October 10, 2015 and the UIL Pigskin Jubilee held on October 17, 2015 and road closures at the following streets:

- **Fir St.—from Kelly to Sam Houston Blvd**
- **Gumwood St.—from Highway 83 to Sam Houston Blvd**
- **Ironwood St.—from Kelly St to Sam Houston Blvd**
- **Jones St-- from Ironwood St. to Gumwood St**
- **Hibiscus St.-from Kelly to Jones St.**



August 19, 2015

Mr. Juan Guerra
City Manager – City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Dear Mr. Guerra:

PSJA ISD is requesting assistance from the City of Pharr for the following events:

- PSJA ISD Marching Festival - October 10, 2015
- UIL Pigskin Jubilee - October 17, 2015.

Both events will take place at PSJA ISD Stadium.

With your permission we would like to use the following:

- twelve police officers and one supervisor for traffic control for each event (to be compensated by the district)
- skywatch towers for security
- barricades and cones for road closures
- trolleys to be used to transport spectators
- Witten Park baseball fields for band warmup areas
- Pharr Aquatic Center for parking
- roadway hangar signs by Polk St. and Cage Blvd., Highway 83 and Cage Blvd., and Thomas Rd. and Cage Blvd. to hang promotional banners for the PSJA ISD Marching Festival.

We are asking permission to close the following roadways from 12 noon to 12 midnight on Saturday, October 10, 2015 and Saturday, October 17, 2015:

- Fir St. - from Kelly St. to Sam Houston Blvd.
- Gumwood St. - from Highway 83 to Sam Houston Blvd.
- Ironwood St. - from Kelly St. to Sam Houston Blvd.
- Jones St. - from Ironwood St. to Gumwood St.
- Hibiscus St. - Kelly St. to Jones St.



PHARR-SAN JUAN-ALAMO ISD

Office of Superintendent

Daniel P. King, PhD, *Superintendent of Schools*

We are also requesting that minor landscaping improvements be made to the northwest entries to both baseball fields at Witten Park to ensure the safety of band students entering the fields.

Our district personnel have been meeting with the Pharr Police Department and the City of Pharr Traffic Safety Department in pre-planning sessions to create a safe and viable traffic and security plan.

Thank you in advance for your consideration of our requests. If you have any questions, please feel free to contact Jon Taylor, Director of Fine Arts, PSJA ISD at 956-354-2000.

Sincerely,

A handwritten signature in black ink, appearing to read 'D.P.K.', is written over a large, stylized oval scribble.

Daniel P. King, PhD
Superintendent of Schools

Cc: Jon Taylor, Director of Fine Arts, PSJA ISD



MEMORANDUM

DATE: August 27, 2015

Meeting Date: September 1, 2015

TO: Mayor & City Commissioners

CC: Juan Guerra, City Manager



FROM: David Garza, Utilities Director

SUBJECT: Acceptance of Bid for Chlorine

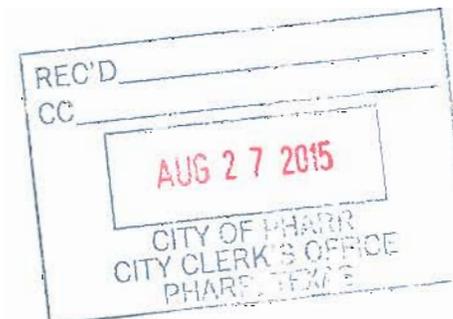
ISSUE: The City went out for bids for a supply contract for chlorine at our WTP & WWTP. The City received one bid from DPC industries.

FINANCIAL CONSIDERATION: Bid for 1 ton container \$737.00; bid for 150 lbs cylinder \$115.00.

STAFF RECOMMENDATION: Staff recommends accepting the bid. City received one bid only from DPC industries.

ALTERNATIVE: None. Due to there was only one bid and one vendor for chlorine we need to accept their bid.

THANK YOU



BID TABULATION SHEET

OWNER: CITY OF PHARR

PROJECT NAME: SUPPLY CONTRACT FOR PURCHASE OF CHLORINE

Bid No. 1415-02-582-0027

DATE: 8/25/2015 @3:00 PM

	NAME OF COMPANY	DESCRIPTION	UNIT PRICE	TOTAL
1	DPC Industries		1 TON 150 lbs cys \$137.00	\$115.00
2				
3				
4				
5				
6				
7				

Signature of Person Opening Bids

STAFF MEMBERS PRESENT

1 [Signature]
 2 [Signature]
 3 [Signature]
 4 _____
 5 _____
 6 _____
 7 _____

OTHERS PRESENT

1 [Signature]
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

MEMORANDUM

DATE: August 27, 2015 Meeting Date: September 1, 2015

TO: Mayor & City Commissioners

CC: Juan Guerra, City Manager *(Signature)*

FROM: David Garza, Utilities Director

SUBJECT: Acceptance of Bid for Aluminum Sulfate Liquid Polymer Blend

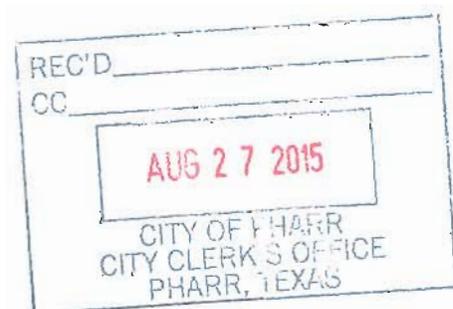
ISSUE: The City went out for bids for a supply contract for aluminum sulfate liquid polymer blend at our WTP. The City received one bid from Chemtrade.

FINANCIAL CONSIDERATION: Bid-liquid per Lbs-\$0.0825

STAFF RECOMMENDATION: Staff recommends accepting the bid. City received one bid only from Chemtrade Chemicals

ALTERNATIVE: None.

THANK YOU



BID TABULATION SHEET

OWNER: CITY OF PHARR

PROJECT NAME: SUPPLY CONTACT FOR PURCHASE OF ALUMINUM SULFATE
LIQUID POLYMER BLEND

Bid No. 1415-02-582-0026

DATE: 8/25/2015 @3:00 PM

	NAME OF COMPANY	DESCRIPTION	UNIT PRICE	TOTAL
1	CFO Specialty Chemicals		No Bid Submitted.	
2	Chemtrade Chemicals		Liquid LB 0.0825	
3				
4				
5				
6				
7				

Signature of Person Opening Bids

STAFF MEMBERS PRESENT

1 [Signature]
 2 [Signature]
 3 [Signature]
 4 _____
 5 _____
 6 _____
 7 _____

OTHERS PRESENT

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____



MEMORANDUM

DATE: August 27, 2015

Meeting Date: September 1, 2015

TO: Mayor & City Commissioners

CC: Juan Guerra, City Manager *JG*

FROM: David Garza, Utilities Director

SUBJECT: Acceptance of Bid for Polymer for WTP & WWTP

ISSUE: The City went out for bids for a supply contract for Polymer at our WTP & WWTP. The City received two bids. Each drum weighs 450 lbs

FINANCIAL CONSIDERATION: Whole Sale Chemical per drum \$570.00, \$630.00. Fort Bend Services per drum \$571.50, \$634.50.

STAFF RECOMMENDATION: Staff recommends accepting the lowest bid from Whole Sale Chemicals; plus the polymer has proven to be effective and produce more sludge per drum, then the other products.

ALTERNATIVE: Reject bid. Accept other bid.

THANK YOU

BID TABULATION SHEET

OWNER: CITY OF PHARR

PROJECT NAME: SUPPLY CONTACT FOR PURCHASE OF POLYMER

Bid No. 1415-02-582-0029

DATE: 8/25/2015 @3:00 PM

	NAME OF COMPANY	DESCRIPTION	WTP #	UNIT PRICE	TOTAL
1	Fort Bend Services			WWTTP-Factory Direct 2WK delivery - \$1.27	
2			warehouse	3-5 day delivery - \$1.41	
3	Wholesale Chemical Co.	WWTTP # WTP	\$50.00 per drum \$230.00 per drum	8-14 day delivery 2-5 day delivery	
4					
5					
6					
7					

Signature of Person Opening Bids

STAFF MEMBERS PRESENT

- 1 Yolanda Gutierrez
- 2 Ysmael Cruz
- 3 Robert Pugh
- 4 _____
- 5 _____
- 6 _____
- 7 _____

OTHERS PRESENT

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____



MEMORANDUM

DATE: August 27, 2015

Meeting Date: September 1, 2015

TO: Mayor & City Commissioners

CC: Juan Guerra, City Manager 

FROM: David Garza, Utilities Director

SUBJECT: Acceptance of Bid for Liquid Ammonium Sulfate for WTP

ISSUE: The City went out for bids for a supply contract for liquid ammonium sulfate at for our WTP. The City received one bid.

FINANCIAL CONSIDERATION: Cost per lbs-\$0.0975

STAFF RECOMMENDATION: Staff recommends accepting the bid from Chemtrade Chemicals.

ALTERNATIVE: None.

THANK YOU

BID TABULATION SHEET

OWNER: CITY OF PHARR

PROJECT NAME: SUPPLY CONTACT FOR PURCHASE OF LIQUID AMMONIUM SULFATE

Bid No. 1415-02-582-0028

DATE: 8/25/2015 @3:00 PM

	NAME OF COMPANY	DESCRIPTION	UNIT PRICE	TOTAL
1	<u>Chemtrade Chemicals</u>		<u>0.0915 Liq/LB</u>	
2				
3				
4				
5				
6				
7				

Signature of Person Opening Bids _____

STAFF MEMBERS PRESENT

1 Veronica Gutierrez
 2 Veronica Good
 3 Michelle Allen
 4 _____
 5 _____
 6 _____
 7 _____

OTHERS PRESENT

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
CITY OF PHARR, TEXAS**

THIS Agreement is made on this the ___ day of _____, 2015, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as "District" and **CITY OF PHARR, TEXAS** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule city located in Texas;

WHEREAS, City is desirous of expanding certain roadways which necessitates crossing certain drainage ditches of District;

WHEREAS, the City and the District, desire to facilitate City's crossing of certain drainage ditches of District and improving drainage within District's drainage ditches of District being Ridge Road and the Pharr McAllen lateral drainage ditch and the Hidalgo County Irrigation District No. 2 canal and the Pharr McAllen lateral drainage ditches (the "Crossings").

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

1. District shall obtain at District's sole cost and expense engineering design for the Crossings improvements and shall be responsible for supervision of all phases of the design of the Crossings.
2. District shall by its own forces or through third party contractor(s) be responsible for construction of the Crossings.
3. District and City shall equally share the cost of the actual construction of the Crossings which is estimated to be Eight Hundred Fifty Five Thousand and no/100th Dollars (\$855,000.00).
4. City agrees to pay District within thirty (30) days of District's invoice one-half of the actual construction cost of the Crossings.
5. **Term.** The term of this Agreement shall commence upon the date of the last party to execute this Agreement and shall continue until construction of the Crossings is completed.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.
9. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Pharr
 Attention: Ambrosio "Amos" Hernandez Mayor
 P.O. Box 1729
 Pharr, Texas 78577

If to County: Hidalgo County Drainage District No. 1
 Attention: Ramon Garcia, Chair, Board of Directors
 902 Doolittle Road
 Edinburg, Texas 78539

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may

become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective elected officials, officers, employees, legal representatives, successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by the City and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and District in accordance with its term.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

ATTEST:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, Chair Board of Directors

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez

ATTEST:

City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to facilitate drainage and drainage improvements within the city limits of City (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of Pharr, Texas, and Hidalgo County.

By vote on _____, 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

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

3. EXTENSION OF TIME:

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

4. TERMINATION BY THE CLIENT:

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

HAMER ENTERPRISES

William C Hamer

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

Phone: (956) 682-3466

Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

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

6. LIMITATIONS:

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

7. INSURANCE:

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

8. SECURITY AND PRIVACY:

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

9. CONFLICT OF INTEREST DISCLOSURE:

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

10. INDEMNIFICATION:

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

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

11. VENUE:

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

12. TERM OF AGREEMENT:

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

13. SEVERABILITY:

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

14. STATE OF TEXAS LAWS:

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

15. NON-ASSIGNABILITY:

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

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

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

HE:
HAMER ENTERPRISES

CLIENT:
City of Pharr, TX

Authorized Signature

Mr. William C Hamer

Printed

CEO

Title

Date

Authorized Signature

Printed

Title

Date

Attest

Title

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

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

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

Overall Hosting Services Features Include:

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

Connectivity:

High Speed connectivity, Network & Connection Monitoring

Backup Services:

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

Multi-tier Security:

Physical Security, Logical Security, Monitoring and Analysis

Data Base:

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

2. EXHIBIT B: CLIENT RESPONSIBILITIES

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

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

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

3. EXHIBIT C: LOCATIONS

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

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

CLIENT INFORMATION

CLIENT NAME: _____

Federal ID # : _____

Client Contact: _____ Title: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

eMail Address: _____

BANK INFORMATION

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

Bank Name: _____

Routing Number: _____
(Nine Digit Number)

Account Number: _____

Check One: Checking Account Savings Account

AUTHORIZATION

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

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

Title: _____

Authorized Signature: _____

Date Signed: _____

Please indicate transaction date for settlements to begin: _____

Transaction Types

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

RETURN

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

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

Please use a separate ACH Form for each designated bank account

MEMORANDUM

DATE: August 27, 2015

Meeting Date: September 1, 2015

TO: Mayor & City Commissioners

CC: Juan Guerra, City Manager

FROM: David Garza, Utilities Director

SUBJECT: Engineering Services

ISSUE: The City needs to relocate water & sewer lines off Military Hwy due to the RMA project. The City is in need of engineering services for this project.

FINANCIAL CONSIDERATION: The City is estimating the construction for the project will range from \$150,000-\$200,000. It could be more due the water table being high in the area. The city requires engineering services which is estimated at \$17,500-\$25,000.

STAFF RECOMMENDATION: Staff is recommending SDI Engineering, which is on the approved engineering list, for the engineering design of the relocation of water & sewer line off Military HWY.

ALTERNATIVES:

THANK YOU