



**TAKE NOTICE THAT A SPECIAL MEETING  
OF THE BOARD OF COMMISSIONERS  
OF THE CITY OF PHARR, TEXAS  
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,  
118 S. CAGE BLVD., 2<sup>ND</sup> FLOOR, PHARR, TEXAS  
COMMENCING AT 5:00 P.M. ON  
MONDAY, DECEMBER 14, 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.*

**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.

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

- A) Approval of Minutes for November 3, 2015 – Regular Called Meeting, November 17, 2015 – Regular Called Meeting and November 23, 2015 – Special Called Meeting. (ADMINISTRATION)
- B) Consideration and action, if any, on request by Behavioral Health Solutions of South Texas for the use of Tierra Del Sol Golf Course banquet room on Friday, April 29, 2016 from 1:00pm to 12:00am for their 9<sup>th</sup> Annual Noche Inevitable: "Casino Extravaganza" fundraiser. (ADMINISTRATION)
- C) Consideration and action, if any, on request from Hidalgo County Democratic Party for use of Jose "Pepe" Salinas Civic Center and Las Milpas Community Center as Election Day polling locations for the upcoming Primary Election on Tuesday, March 1, 2016. (PARKS & REC.)
- D) Consideration and action, if any, authorizing City Manager to advertise for bids on traffic signal at intersection of Sugar Rd. and El Dora Rd. (ENGINEERING)

E) Consideration and action on Planning & Zoning Cases:

**PUBLIC HEARINGS:**

1. Lauro E. Najera, manager for Nago Group, LLC., d/b/a Mangos Restaurant Bar and Terrazza, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as a tract of land out of Lot 151, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 700 West Ferguson Avenue. **CUP#141164**
2. Gabriela's Heavenly Wings d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 2211 South Cage Boulevard, Suite 105. **CUP#100934**

**REGULAR AGENDA – OPEN SESSION:**

**3. ORDINANCES AND RESOLUTIONS:**

- A) Consideration and action, if any, on Resolution appointment of two (2) regular members and one (1) alternate member to the Board of Adjustment. (DEVELOPMENT SERVICES)

**4. PURCHASING:**

- A) Consideration and action, if any, authorizing the purchase of one-hundred (100) Tasers to be utilized by Pharr Police Officers in the amount of \$159,448.00 thru Taser International under an existing Texas Smart Buy Contract. (POLICE)
- B) Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY "F" GR 3 Caliche Base material for Public Works FY 2015-2016 Annual use. (ENGINEERING)
- C) Consideration and action, if any, on awarding bid for the Purchase & Delivery of Type D HMAC material for Public Works FY 2015-2016 Annual use. (ENGINEERING)
- D) Consideration and action, if any, on awarding bid for the Purchase & Delivery of Type D Cold Mix material for Public Works FY 2015-2016 Annual use. (ENGINEERING)
- E) Consideration and action, if any, on awarding bid for the Purchase & Delivery of Concrete Mix material for Public Works FY 2015-2016 Annual use. (ENGINEERING)
- F) Consideration and action, if any, on awarding bid for the Purchase & Delivery of Concrete RCP, Manholes, Inlets material for Public Works FY 2015-2016 Annual use. (ENGINEERING)

**5. CONTRACTS/AGREEMENTS:**

- A) Consideration and action, if any, on Interlocal Cooperation Agreement between City of Pharr and Hidalgo County for Rural Emergency Services. (FIRE)
- B) Consideration and action, if any, authorizing City Manager to negotiate contract with Sam Garcia Architect for remodeling of Fire Station #3 (Las Milpas). (FIRE)
- C) Consideration and action, if any, on Interlocal Agreement 2-Year Extension between City of Pharr and Hidalgo County Head Start Program for centers located at 714 Zapata Ave. (Las Milpas I Head Start Center and 415 E. Clark (Pharr Head Start Center). (ADMINISTRATION)
- D) Consideration and action, if any, on awarding bid contract for the Water Transmission Line project. (PUBLIC UTILITIES)
- E) Consideration and action, if any, on awarding bid contract for mowing services of lots and acreage. (DEVELOPMENT SERVICES)

**6. CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 3 - 6 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.

**AGENDA SPECIAL MEETING  
DECEMBER 14, 2015**

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.

- 7. RECONVENE** into Regular Session, and consider action, if necessary on any item(s) discussed in closed session.
- 8. 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](mailto:hilda.pedraza@pharr-tx.gov) or [imelda.barrera@pharr-tx.gov](mailto: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 Special 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](http://www.pharr-tx.gov). This Notice was posted on the 11<sup>th</sup> day of December, 2015, at 4:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



**WITNESS MY HAND AND SEAL, this 11<sup>TH</sup> DAY OF DECEMBER 2015.**

*Imelda Barrera*  
HILDA PEDRAZA, TRMC  
*for* 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: \_\_\_\_\_

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
TUESDAY, NOVEMBER 3, 2015 AT 5:00 P.M.  
118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, November 3, 2015 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Comm. Roberto Carrillo  
Comm. Oscar Elizondo  
Comm. Edmund Maldonado, Jr.  
Comm. Mario Bracamontes

**BOARD OF COMMISSIONERS ABSENT:** Comm. Eleazar Guajardo  
Comm. Ricardo Medina

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Edward Wylie, Asst. City Manager  
Hilda Pedraza, City Clerk  
Imelda Barrera, Asst. City Clerk  
William Ueckert, City Engineer  
Gary Rodriguez, Community Affairs Liaison  
Karla Moya, Finance Director  
Anali Cantu, Human Resources Director  
Lenny Perez, Fire Chief  
Melanie Cano, Development Services Dir.  
Roy Garcia, Public Works Director  
David Garza, Public Utilities Director  
Roel Garza, PAL/Parks & Rec. Dir.  
Raul Garza, CDBG Director  
Adolfo Garcia, Library Director  
Jason Arms, IT Director  
Roy S. Garcia, Boggus Ford Events Center  
Luis Bazan, Director of Operations  
Sergio Contreras, Interim PEDC Director

**CITY ATTORNEY** Patricia Rigney, City Attorney

**ITEM 1 CALL TO ORDER:**

Mayor Hernandez called the meeting to order at 5:01 p.m. Roll Call established a quorum.

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

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

**B) PLEDGE OF ALLEGIANCE / INVOCATION**

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

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

Elva Michals, Pharr Community Theater, thanked the Commission for their support on expanding cultural activities. She stated after 20 years, they will be leaving town to Ohio. Juan Guerra, City Manager, thanked Mrs. Michals for their services to the community. Comm. Maldonado echoed Mr. Guerra's comments.

John O'Brian, Tip-O-Tex resident, stated a petition was submitted on March 2013 for a stop light at the intersection of Sioux Road and Sugar Road. He thanked the Commission and Public Works staff for installing the traffic lights.

**ITEM 2 PROCLAMATIONS:**

**A) PRESENTATION OF PROCLAMATION PROCLAIMING VETERAN'S DAY**

Comm. Carrillo read Proclamation proclaiming November 11, 2015 as Veterans Day and presented proclamation to Juan Cedillo, Hidalgo County RSVP Project Director. Mr. Cedillo thanked the Commission for the recognition and presented a poster honoring the veterans to Mayor Hernandez.

**B) PRESENTATION OF PROCLAMATION PROCLAIMING CLASS OF 1966**

Mayor Hernandez read Proclamation proclaiming November 6, 7 and 8, 2015 as Class of 1966 Day for celebrating their 50<sup>th</sup> class reunion. Jesse Vela, PSJA ISD Board Member, received the proclamation on behalf of Class of 1966 and thanked City Commission for the recognition.

**ITEM 3 CITY MANAGER'S REPORTS:**

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

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

There being no questions, Juan Guerra, City Manager, extended an invitation to everyone to attend the Veterans Day Parade on Saturday, November 7<sup>th</sup>, 2015.

Rogelio Garcia, Boggus Ford Events Center Director, introduced Larry Galvan and Bill Barber members of the American Legion Post 101. Mr. Galvan shared some history of the Post and thanked the Commission for their continued support to the veterans. Mr. Barber went over their programs and services and explained the importance of interacting with community leaders. Mr. Barber further stated he was happy to be part of this year's parade.

At this time, Juan Guerra, City Manager presented a check in the amount of \$3,000 donation on behalf of HEB to the American Legion Post 101.

Laura Warren, The Warren Group, presented a PowerPoint presentation on the proposed Pharr Research and Development Center. She stated the proposed center would be located on a 5-acre tract of land on West Dicker Road and went over the site plan and the three options and details of construction costs.

Juan Guerra, City Manager, called upon representatives of UTRGV for an update on medical school and MOU.

Veronica Gonzalez Villarreal, Vice-President for Governmental and Community Relations at the University of Texas Rio Grande Valley, introduced Richard Sanchez, Associate Vice-President, and Dean of Medical School, Francisco Fernandez.

Veronica Gonzalez thanked the City of Pharr for the support and contribution to the UTRGV Medical School and went over their milestones. She stated last month they received preliminary accreditation from LCME for student recruitment and to date, over 2,500 students have applied but only 50 will be admitted. She also went over the faculty, staff, and volunteers for basic science and clinical positions and reported on the building locations in Edinburg and Harlingen and other proposed facilities coming soon. Ms. Gonzalez further asked the Commission for their continued support in addressing the healthcare needs in the community.

Juan Guerra, City Manager, introduced new Fire Chief Lenny Perez. Chief Perez addressed the board thanked the Commission for the opportunity given to him to lead the Fire Department.

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

- A) APPROVAL OF MINUTES FOR OCTOBER 6, 2015 – REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING POLICIES AND PROCEDURES FOR THE USE AND/OR DISPOSITION OF CITY PROPERTY (DEVELOPMENT SERVICES) – FINAL READING**
- C) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. ANNE CHURCH TO CLOSE STREETS FOR THEIR ANNUAL FALL FESTIVAL ON SUNDAY, NOVEMBER 8, 2015 FROM 12:00 NOON TO 10:00 PM (PUBLIC WORKS)**
- D) CONSIDERATION AND ACTION, IF ANY, ON PSJA EDUCATION FOUNDATION ANNUAL GALA FOR \$5,000 PLATINUM SPONSORSHIP (BRIDGE)**
- E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM TXDOT FOR RIGHT OF WAY DEFICIT BALANCE DUE IN THE AMOUNT OF \$6,900 FOR SAM HOUSTON STREET IMPROVEMENTS PROJECT (CAGE TO VETERANS) (ENGINEERING)**
- F) CONSIDERATION AND ACTION, IF ANY, ACCEPTING A BALANCE AMOUNT OF \$8,715.99 FROM TXDOT FOR SAM HOUSTON STREET IMPROVEMENTS PROJECT (CAGE TO VETERANS) (ENGINEERING)**
- G) CONSIDERATION AND ACTION, IF ANY, ON TRMI COMPUTERIZED TOLL SYSTEM MAINTENANCE AGREEMENT FOR PHARR INTERNATIONAL BRIDGE (BRIDGE)**
- H) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD TO UTILIZE JOSE “PEPE” SALINAS CIVIC CENTER ON TUESDAY, NOVEMBER 17, 2015 TO CELEBRATE “PARENTAL ENGAGEMENT DAY” (PARKS & REC)**
- I) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM HIDALGO COUNTY HEAD START TO UTILIZE JOSE “PEPE” SALINAS CIVIC CENTER THE WEEK OF APRIL 10-14, 2016 (PARKS & REC)**
- J) CONSIDERATION AND ACTION ON PLANNING & ZONING CASES:**

**PUBLIC HEARINGS:**

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

**PLATS:**

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

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

Juan Guerra, City Manager, recommended approval of items 4A thru 4J(2) under the consent agenda.

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

Ordinance No. O-2015-50 is filed with the City Clerk's Office.

**REGULAR AGENDA – OPEN SESSION:**

**ITEM 5 ORDINANCES AND RESOLUTIONS:**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2014-52, FOR THE DEPARTMENT OF DEVELOPMENT SERVICES FEE SCHEDULE (DEVELOPMENT SERVICES)**

Mayor Hernandez introduced the item. Juan Guerra, City Manager, briefly stated this was the first reading of the ordinance and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2006-39 DECREASING MEMBERS OF THE TIERRA DEL SOL GOLF ADVISORY BOARD FROM (9) TO (7) MEMBERS (PARKS & REC.)**

Mayor Hernandez introduced the item. Juan Guerra, City Manager, recommended approval.

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

Ordinance No. O-2015-51 is filed with the City Clerk's Office.

**D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/REAPPOINTING NINE (9) MEMBERS TO THE TIERRA DEL SOL GOLF COURSE ADVISORY BOARD (PARKS & REC.) (TABLED)**

Mayor Hernandez introduced the item.

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

Juan Guerra, City Manager, stated this was in fulfillment of the previous amended ordinance and recommended appointment of seven (7) members.

Comm. Carrillo **moved** to appoint Leon Miller, Xavier Garcia, Nancy Thomas, Kenneth Nissen, George Gonzalez, Oscar Villagomez, and Javier Martinez to the Tierra Del Sol Golf Course Advisory Board. Comm. Elizondo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2015-95 is filed with the City Clerk's Office.

**E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUBMITTING ENTITLEMENT VOTES FOR CANDIDATE(S) TO THE APPRAISAL DISTRICT BOARD OF DIRECTORS 2016-2017 (ADMINISTRATION)**

Mayor Hernandez introduced the item.

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

**F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING EXPECTATIONS TO REIMBURSE EXPENDITURES WITH PROCEEDS OF INTENDED FUTURE DEBT (FINANCE)**

Mayor Hernandez introduced the item. Juan Guerra, City Manager, recommended approval.

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

Resolution No. R-2015-96 is filed with the City Clerk's Office.

**ITEM 6 ADMINISTRATIVE:**

**A) CONSIDERATION AND ACTION, IF ANY, ON IMPLEMENTATION OF THE FRAUD REPORTING POLICY & PROCEDURES (FINANCE)**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, ON PETITION REQUESTING A STREET NAME CHANGE (NORTH GAY DRIVE TO LOS UNICOS STREET) WITHIN THE CORPORATE CITY LIMITS OF PHARR (DEVELOPMENT SERVICES)**

Juan Guerra, City Manager, introduced the item and stated staff recommended denial.

Comm. Carrillo moved to deny. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

**C) CONSIDERATION AND ACTION, IF ANY, AWARDED PROPOSAL FOR EMPLOYEE BENEFIT PLANS (HR)**

Juan Guerra, City Manager, introduced the item and stated staff recommended approval of fully funded option with Blue Cross Blue Shield to include buy-up option and bariatric benefit.

Comm. Carrillo moved to approve as recommended. Comm. Maldonado seconded the motion and when put to a vote, it carried by majority vote of four (4) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

**ITEM 7 PURCHASING:**

**A) CONSIDERATION AND ACTION, IF ANY, ON PAYMENT IN THE AMOUNT OF \$158,934 TO TXDOT FOR CONSTRUCTION AND ENGINEERING COSTS FOR THE CITY OF PHARR BICYCLE ACCESSIBLE IMPROVEMENTS PROJECT ACCORDING TO THE ADVANCE FUNDING AGREEMENT (ENGINEERING)**

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

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

**ITEM 8 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT BETWEEN THE CITY OF PHARR AND ZAMBELLI FIREWORKS MANUFACTURING, CO. FOR FIREWORK DISPLAY ON SATURDAY, NOVEMBER 7, 2015 IN CELEBRATION OF VETERANS DAY (EVENTS CENTER)**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING STAFF TO NEGOTIATE CONTRACT TO AN ENTERTAINMENT GROUP FOR HUB PHEST ON SATURDAY, APRIL 2, 2016 (EVENTS CENTER)**

Juan Guerra, City Manager, introduced the item and stated staff recommended Pesado at \$60,000 or Intocable at \$47,500.

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

**C) CONSIDERATION AND ACTION, IF ANY, ON ADVANCE FUNDING AGREEMENT AMENDMENT #1 FOR THE INTELLIGENT TRANSPORTATION SYSTEM (ITS) AT PHARR/REYNOSA INTERNATIONAL BRIDGE (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and recommended approval to cancel the Advance Funding Agreement.

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

**D) CONSIDERATION AND ACTION, IF ANY, ON ADVANCE FUNDING AGREEMENT #2 FOR INTERNATIONAL BRIDGE EXPANSION IMPROVEMENTS AT PHARR/REYNOSA INTERNATIONAL BRIDGE (ENGINEERING)**

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

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

**E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH PRODIGY CONSTRUCTION MANAGEMENT LLC FOR CONSTRUCTION**

**MANAGEMENT SERVICES FOR THE PHFC JACKSON PLACE APARTMENTS PROJECT (ENGINEERING)**

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

**F) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT WITH PRODIGY CONSTRUCTION MANAGEMENT LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SOUTH PHARR DEVELOPMENT AND RESEARCH CENTER (ENGINEERING)**

Juan Guerra, City Manager, introduced the item stated no action on contract but requested authorization to advertise for qualifications for construction management services.

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

**G) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN CITY OF PHARR AND PHARR COMMUNITY THEATER (PCT) FOR THEATER PRODUCTIONS AND CULTURAL PROGRAMS (ADMINISTRATION)**

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

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

**H) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN CITY OF PHARR AND ACTIVE NETWORKS FOR PROFESSIONAL SERVICES AT THE PARKS AND RECREATION DEPARTMENT (IT)**

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

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

**ITEM 9**      **CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 4 - 8**

None.

**ITEM 10 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION**

None.

**ITEM 11 ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Elizondo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 6:00 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 3<sup>rd</sup> DAY OF NOVEMBER, 2015** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

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HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
TUESDAY, NOVEMBER 17, 2015 AT 5:00 P.M.  
118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Tuesday, November 17, 2015 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Mayor Pro-Tem Oscar Elizondo  
Comm. Eleazar Guajardo  
Comm. Roberto Carrillo  
Comm. Edmund Maldonado, Jr.  
Comm. Ricardo Medina  
Comm. Mario Bracamontes

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Edward Wylie, Asst. City Manager  
Hilda Pedraza, City Clerk  
Imelda Barrera, Asst. City Clerk  
William Ueckert, City Engineer  
Gary Rodriguez, Community Affairs Liaison  
Karla Moya, Finance Director  
Anali Cantu, Human Resources Director  
Rodolfo Martinez, Municipal Judge  
Ruben Villescas, Police Chief  
Melanie Cano, Development Services Dir.  
Roy Garcia, Public Works Director  
David Garza, Public Utilities Director  
Adolfo Garcia, Library Director  
Roel Garza, PAL/Parks & Rec. Director  
Raul Garza, CDBG Director  
Jason Arms, IT Director  
Roy S. Garcia, Boggus Ford Events Center  
Luis Bazan, Bridge Director  
Sergio Contreras, Interim PEDC Director

**CITY ATTORNEY** Patricia Rigney, City Attorney

**ITEM 1 CALL TO ORDER:**

Mayor Hernandez called the meeting to order at 5:00 p.m. Roll Call established a quorum.

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

All present.

**B) PLEDGE OF ALLEGIANCE / INVOCATION**

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

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

Roberto Leal approached the Board and expressed his gratitude for the opportunity given to him to work with City of Pharr for the last 14 years. He mentioned next year a Mayors Summit will take place with more than 160 cities and presented the Life Time book of former Mayor Leopoldo Palacios to the Mayor and Commissioners.

**ITEM 2 PROCLAMATIONS:**

**A) PRESENTATION OF PROCLAMATION PROCLAIMING IRMA'S  
SWEETE SHOPPE DAY**

Mayor Hernandez read Proclamation proclaiming November 14, 2015 as Irma's Sweete Shoppe Day and presented proclamation to Irma Elizondo. Mayor Hernandez then presented the state flag to Ms. Elizondo on behalf of Congressman Ruben Hinojosa for her 30 year anniversary. Irma Elizondo thanked the Board for the recognition.

**B) PRESENTATION OF PROCLAMATION PROCLAIMING GREAT  
AMERICAN SMOKE-OUT DAY**

Mayor Hernandez read Proclamation proclaiming November 19, 2015 as Great American Smoke-out Day and presented proclamation to Nikki McCarthy from Unidad Tobacco Prevention. Ms. McCarthy thanked the board for the recognition and spoke about tobacco prevention programs.

At this time, Mayor Hernandez, deviated from the agenda and informed the public a major concern had arisen questioning Comm. Bracamontes qualifications to hold office. The City Commission had done its due diligence and submitted the issue brought forward by a citizen to the Secretary of State, the Attorney General's Office, and the District Attorney's office. After all data provided by outside participants and materials were reviewed by the District Attorney's office, it was determined that Commissioner Bracamontes was a legit resident of Pharr when he ran for office. Therefore investigation has been closed.

**ITEM 3 CITY MANAGER'S REPORTS:**

- A) City Engineer's Report**
- B) Submission of monthly report – Pharr Municipal Court**
- C) Submission of November 2015 Sales Tax Report**
- D) Submission of October 2015 Tax Collection Report**
- E) Submission of Comprehensive Quarterly Report ending Sept. 30, 2015**
- F) Presentation by Linebarger Goggan Blair & Sampson on Delinquent Tax Report for Fiscal Year 2014-2015**
- G) Presentation of Letter of Commendation to Fire Department Employees**
- H) City Events of Interest**

Juan Guerra, City Manager, introduced the City Engineer's report and stated the City Engineer was available for any questions. Mr. Guerra briefly reported Hi line Road improvements will start from December 1<sup>st</sup> through the end of March 2016. He stated staff was working with Hidalgo County MPO for expansion to a 5-lane road.

Juan Guerra, City Manager, introduced the monthly report for Municipal Court and stated Municipal Court Judge was available for any questions. Mr. Guerra stated collections were up this month as compared to last year.

There being no further questions, Juan Guerra, City Manager, introduced the submission of November 2015 sales tax report and stated sales tax was up by 7.4%.

Juan Guerra, City Manager, introduced tax collection report and stated both current and delinquent taxes were down for the month of October.

Juan Guerra, City Manager, introduced the comprehensive quarterly report and stated numbers were end of fiscal year numbers therefore they were unaudited and subject to change. No major items to report.

Juan Guerra, City Manager, introduced the delinquent tax report and called upon Michael Cano, Linebarger Goggan Blair & Sampson to present the report.

Michael Cano, Linebarger Goggan Blair & Sampson, reported the delinquent tax collection program for the City of Pharr continues to emphasize two basic components, work with individual taxpayers to collect taxes owed to City of Pharr and use the tool of litigation as a final option. He stated 214 lawsuits/interventions were filed and 441 pending litigations cases seeking collections of \$704,731. Mr. Cano also reported on their tax resale program for struck-off properties. He stated four (4) tax sales were conducted placing thirty four (34) properties for sale.

Michael Cano, Linebarger Goggan Blair & Sampson, went over the collection highlights stating their firm collected \$943,948 on behalf of the City of Pharr and collections were up by \$1,000 as compared to last year. He further stated the adjusted delinquent tax roll balance for FY13-14 was \$2,371,626 and \$2,363,395 for FY14-15 which represents the amount of outstanding delinquent tax. Mr. Cano stated they will

continue to work closely with the City to provide assistance and advice on all property tax matters.

Juan Guerra, City Manager, read letter of commendation and recognized Deputy Chief Eloy Salazar, Lieutenant Octavio Hernandez, Lieutenant Pete Bustamante, and firefighter Jacob Moran for an outstanding job at an incident on April 24, 2015 while traveling to College Station, Texas to attend a training. The group of firefighters came upon a major traffic accident and rendered quick aid since no emergency service personnel were yet present at the scene. Mr. Guerra thanked them on behalf of the City Commission for going above and beyond and demonstrating the high quality of firefighters the City of Pharr has.

Juan Guerra, City Manager, introduced the City events of interest and reported on the Volleyball closing ceremonies would be held on Wednesday, November 18, 2015 at 6:30 pm at Kennedy Middle School and Flag Football ceremonies would be held on Thursday, November 19, 2015 at 6:30 at Kennedy Middle School.

Mr. Guerra further reported the Fire Department turkey giveaway would be held on Thanksgiving Day from 10:30 am to 1:00 pm at Fire Station #2 located at 120 West Cherokee and a ribbon cutting event for Dr. William Long City/School Park would take place on Wednesday, November 18, 2015 at 3:00 pm.

Mr. Guerra reported on upcoming events at the Boggus Ford Events Center and also reported Coffee with Santa event was scheduled for December 14, 2015 in front of City Hall from 5pm to 8pm. Officer Danny Garcia introduced Blue Santa and invited everyone to attend the toy drive giveaway event on December 22, 2015 at the Boggus Ford Events Center. He stated the Pharr Police staff will distribute Christmas toys to children and this year all city departments will join together in an effort of collecting and promoting the donations of Christmas gifts.

Juan Guerra, City Manager, announced the Operation Clean Sweep event would be held on November 21, 2015 focusing on the area of West Polk to West Sam Houston. Volunteers will gather at Fire Station #2 at 8:00 am.

Juan Guerra, City Manager, reported on the Library cemetery project. He stated interest grew out of the community's need for a more structured and reliable way of locating their deceased loved ones at the cemetery. Library staff along with GIS and Engineering departments came up with the idea of GPSing all cemetery plots with handheld GPS devices. Information on 1500 plots and 2230 deceased was gathered and placed onto an online searchable database created by Sam Tooley and GIS.

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

- A) **CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2014-52, FOR THE DEPARTMENT OF DEVELOPMENT SERVICES FEE SCHEDULE (DEVELOPMENT SERVICES) – 2<sup>ND</sup> READING**
- B) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR NAVARRO STREET IMPROVEMENTS PROJECT (ENGINEERING)**
- C) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR WEEDY LOT CONTRACTOR(S) (DEVELOPMENT SERVICES)**
- D) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR LIFT STATION #25 AND FORCE MAIN PROJECT (PUBLIC UTILITIES)**
- E) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR CLASSIFICATION AND COMPENSATION STUDY (HR)**
- F) **CONSIDERATION AND ACTION, IF ANY, ON STREET CLOSURE OF NEWCOMBE AVENUE FROM ASTER STREET TO CAGE BLVD AND CAGE BLVD. TO ATHOL STREET FOR PHARR CHRISTMAS POSADA ON FRIDAY, DECEMBER 4, 2015 FROM 6:00PM TO 10:00PM. (PUBLIC WORKS)**
- G) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM THE ROTARY CLUB OF PHARR FOR USE OF THE BOGGUS FORD EVENTS CENTER ON MONDAY, NOVEMBER 30, 2015 AND TUESDAY, DECEMBER 1, 2015 FOR THEIR ANNUAL SPECIAL NEEDS CHRISTMAS PARTY (EVENTS CENTER)**
- H) **CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. JUDE THADDEUS CHURCH FOR USE OF WHITTEN PARK ON SUNDAY, NOVEMBER 22, 2015 FROM 4:00PM TO 8:00PM. (COMM. MALDONADO)**
- I) **DISCUSSION AND ACTION, IF ANY, ON CONFIRMATION ON APPOINTMENT OF FIRE CHIEF (ADMINISTRATION)**
- J) **CONSIDERATION AND ACTION ON PLANNING & ZONING CASES:**  
**PUBLIC HEARINGS:**

1. Jorge G. Moreno d/b/a Moro Construction L.L.C. rep. Christopher M. & Eunice C. Meehan, requested a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest House) in a Single-Family Residential District (R-1). The property is legally described as Lot 2, Los Laureles Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1802 South Angelina Marie Drive. CUP#151064

Juan Guerra, City Manager, opened the public hearing and stated no one signed-up therefore public hearing was closed. He further recommended approval on items 4A thru 4J(1) under the consent agenda.

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

### **REGULAR AGENDA – OPEN SESSION:**

#### **ITEM 5 ORDINANCES AND RESOLUTIONS:**

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

Juan Guerra, City Manager, introduced the item and recommended the item be untabled.

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

Juan Guerra, City Manager, briefly stated the official map has been received and recommended approval.

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

Ordinance No. O-2015-52 is filed with the City Clerk's office.

##### **B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO. O-2005-50, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN (PUBLIC UTILITIES)**

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

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

Ordinance No. O-2015-53 is filed with the City Clerk's office.

**C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUBMITTING ENTITLEMENT VOTES FOR CANDIDATE(S) TO THE APPRAISAL DISTRICT BOARD OF DIRECTORS 2016-2017 (ADMINISTRATION) (TABLED)**

Juan Guerra, City Manager, introduced the item.

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

Comm. Carrillo **moved** to submit all entitlement votes to Albert Cardenas. Comm. Elizondo seconded the motion and when put to a vote, the motion failed by a vote of four (4) nays and three (3) ayes. Comm. Guajardo, Comm. Maldonado, Comm. Bracamontes, and Comm. Medina voted against the motion.

Comm. Guajardo **moved** to submit 1/3 of entitlement votes to Albert Cardenas, Aquiles Garza, and Pete Garcia. Comm. Maldonado seconded the motion and when put to a vote, the motion carried by a majority vote of (4) ayes and three (3) nays. Mayor Hernandez, Comm. Carrillo, and Comm. Elizondo voted against the motion.

Resolution No. R-2015-103 is filed with the City Clerk's office.

**D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION ENTERING INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF SOUTH U.S. 281 (CAGE BLVD.) FROM BUSINESS 83 TO KELLY AVENUE FOR PHARR CHRISTMAS POSADA ON FRIDAY, DECEMBER 4, 2015 FROM 6:00 PM – 10:00 PM. (PUBLIC WORKS)**

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

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

Resolution No. R-2015-97 is filed with the City Clerk's Office.

**E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE TEXAS OFFICE OF THE GOVERNOR CRIMINAL JUSTICE FOR THE PHARR BODY WORN CAMERA PROJECT (POLICE)**

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

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

Resolution No. R-2015-98 is filed with the City Clerk's Office.

**F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) REGULAR MEMBER TO THE PLANNING AND ZONING COMMISSION (DEVELOPMENT SERVICES)**

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

Comm. Elizondo **moved** to appoint Rafael Munguia to the Planning and Zoning Commission. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2015-99 is filed with the City Clerk's Office.

**G) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS (PEDC)**

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

Comm. Carrillo **moved** to appoint Mario Lizcano to the Pharr Economic Development Corporation II Board of Directors. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2015-100 is filed with the City Clerk's Office.

**H) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CREATING UTILITY HARDSHIP PROGRAM (GRANTS)**

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

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

Resolution No. R-2015-101 is filed with the City Clerk's Office.

**I) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CREATING UTILITY RELIEF PLAN (FINANCE)**

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

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

Resolution No. R-2015-102 is filed with the City Clerk's Office.

**ITEM 6 ADMINISTRATIVE:**

**A) CONSIDERATION AND ACTION, IF ANY, ON PROPOSAL FROM TXDOT FOR RIGHT-OF-WAY ON THE PURCHASE OF 3,183 SQ. FT. FROM THE CITY OF PHARR (ADMINISTRATION)**

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

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

**B) CONSIDERATION AND ACTION, IF ANY, AWARDED PROPOSAL FOR NON-INVASIVE EMPLOYEE HEALTH SCREENINGS (HR)**

Juan Guerra, City Manager, introduced the item and recommended Welltech Services.

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

**ITEM 7 PURCHASING:**

**A) CONSIDERATION AND ACTION, IF ANY, ON PROPOSAL FROM INSITUFORM THROUGH BUYBOARD FOR MH REHABILITATION AND CIPP POINT REPAIRS ON 15" PVC MAIN FOR TOTAL COST OF \$188,000 (PUBLIC UTILITIES)**

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

Comm. Carrillo **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, the motion carried by a majority vote of six (6) ayes and one (1) nay. Comm. Medina voted against the motion.

**ITEM 8 CONTRACTS/AGREEMENTS:**

**A) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT BETWEEN BOOKEM NANO AND CITY OF PHARR ON ENTERTAINMENT GROUP FOR PHARR CHRISTMAS POSADA ON FRIDAY, DECEMBER 4, 2015 (EVENTS CENTER)**

Juan Guerra, City Manager, introduced the item and recommended approval of contract with Ram Herrera.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON AGREEMENT BETWEEN LASER SPECTACLES, INC. AND CITY OF PHARR FOR LASER SHOW**

**AT PHARR CHRISTMAS POSADA ON FRIDAY, DECEMBER 4, 2015.  
(EVENTS CENTER)**

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

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

**C) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT AMENDMENT NO. 1 FOR THE 5310 PROJECT LRGVDC (SIDEWALK IMPROVEMENTS ON RIDGE RD. – JACKSON TO CAGE). (ENGINEERING)**

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

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

**D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT AMENDMENT WITH R. GUTIERREZ ENGINEERING FOR NAVARRO STREET IMPROVEMENT PROJECT. (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and briefly stated the amendment was for \$7,000 for additional work related to sanitary sewer improvements. He further recommended approval

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

**E) CONSIDERATION AND ACTION, IF ANY, ON COMPREHENSIVE ECONOMIC STIMULUS AGREEMENT WITH CLARK KNAPP HONDA, INC. (ADMINISTRATION)**

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

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

**ITEM 9      LEGAL:**

**A) CONSIDERATION AND ACTION, IF ANY, ON CAUSE NO. CL-11-2550-G, RAUL CUEVAS GARCIA AND RAUL GARCIA VS. CITY OF PHARR. (ADMINISTRATION)**

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

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

**ITEM 10 CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA, INCLUDING ITEMS 3 - 8**

None.

**ITEM 10 RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION**

None.

**ITEM 12 ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo moved to adjourn. Mayor Hernandez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:44 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 17<sup>th</sup> DAY OF NOVEMBER, 2015** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

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HILDA PEDRAZA, CITY CLERK

MINUTES: REGULAR CALLED MEETING  
NOVEMBER 17, 2015

APPROVED:

**MINUTES  
BOARD OF COMMISSIONERS  
SPECIAL CALLED MEETING  
MONDAY, NOVEMBER 23, 2015 AT 5:00 P.M.  
118 SOUTH CAGE 2<sup>ND</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, November 23, 2015 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Mayor Pro-Tem Oscar Elizondo, Jr.  
Comm. Eleazar Guajardo  
Comm. Roberto Carrillo  
Comm. Edmund Maldonado, Jr.  
Comm. Ricardo Medina

**BOARD OF COMMISSIONERS ABSENT:** Comm. Mario Bracamontes

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Hilda Pedraza, City Clerk  
Raul Garza, CDBG Director  
Karla Moya, Finance Director  
Ruben Villescas, Police Chief  
Lenny Perez, Fire Chief  
Roy Garcia, Public Works Director  
David Garza, Public Utilities Director  
Luis Bazan, Bridge Director  
Melanie Cano, Development Services Dir.  
Gary Rodriguez, Community Affairs Liaison  
Jason Arms, IT Director  
Roy S. Garcia, Boggus Ford Events Center  
Anali Cantu, Human Resources Director  
Roel Garza, Parks & Rec. Director  
Sergio Contreras, PEDC Director

**CITY ATTORNEY** Patricia Rigney, City Attorney

**1. ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BODY**

Comm. Elizondo called the meeting to order at 5:00 p.m. Roll Call established a quorum.

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

**2. CONSIDERATION AND ACTION, IF ANY, ON CONTRACT WITH ENVIRO-LITE SOLUTIONS, LLC. FOR LIGHTING IMPROVEMENTS TO CITY FACILITIES (ADMINISTRATION)**

Juan Guerra, City Manager, introduced the item and recommended approval as well as any financing associated with the contract.

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

**3. CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR THE PURCHASE AND DELIVERY OF TY "F" GR 3 CALICHE BASE MATERIAL FOR PUBLIC WORKS ANNUAL USE FY2015-2016 (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and asked for a motion to reject bid and authorize staff to re-advertise.

Comm. Carrillo **moved** to reject bid and re-advertise as recommended. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

**4. CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR THE PURCHASE AND DELIVERY OF TY "D" COLD MIX (LIMESTONE AGGREGATE) FOR PUBLIC WORKS ANNUAL USE FY2015-2016 (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and asked for a motion to reject bid and authorize staff to re-advertise.

Comm. Carrillo **moved** to reject bid and re-advertise as recommended. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

**5. CONSIDERATION AND ACTION, IF ANY, AWARDED BID FOR THE PURCHASE AND DELIVERY OF TY "D" HMAC (LIMESTONE AGGREGATE) FOR PUBLIC WORKS ANNUAL USE YF 2015-2016 (ENGINEERING)**

Juan Guerra, City Manager, introduced the item and asked for a motion to reject bid and authorize staff to re-advertise.

Comm. Guajardo **moved** to reject bid and re-advertise as recommended. Comm. Maldonado seconded the motion and when put to a vote, it carried unanimously.

**6. ATTORNEY CONSULTATION IN REGARDS TO THE ACTION TAKEN BY BOARD OF ADJUSTMENT ON A REQUEST FOR A VARIANCE AT THEIR MEETING HELD ON NOVEMBER 18, 2015 (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and stated staff recommended to give City Attorney the right to appeal on action taken by the Board of Adjustment.

Comm. Medina **moved** to authorize the City Attorney to appeal action taken by the Board of Adjustment. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

**7. ATTORNEY CONSULTATION IN REGARDS TO POTENTIAL REMOVAL FOR CAUSE OF BOARD OF ADJUSTMENT MEMBERS (DEVELOPMENT SERVICES)**

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

Comm. Carrillo **moved** to approve subject to the decision by the reviewing court of appeals. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

**8. CONSIDERATION AND ACTION, IF ANY, ON CAUSE NO. CL-13-2666-H, CITY OF PHARR V WELLS FARGO, N.A. (LEGAL)**

Juan G. Guerra, City Manager, introduced the item and recommended City Attorney be authorized to settle.

Comm. Guajardo **moved** to authorize City Attorney to settle. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

**9. ADDENDUM ITEM: CONSIDERATION AND ACTION, ON RESOLUTION R-2015-103 AND ON RESOLUTION SUBMITTING ENTITLEMENT VOTES FOR CANDIDATE(S) TO THE APPRAISAL DISTRICT BOARD OF DIRECTORS 2016-2017 (ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item.

Comm. Elizondo **moved** to allocate 50% of votes to Aquiles "Jimmy" Garza and 50% of votes to Albert Cardenas. Motion died for lack of a second.

Comm. Guajardo **moved** to rescind previous allocation and reallocate 100% of the votes to Albert Cardenas. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

Resolution R-2015-104 is filed with the City Clerk's Office.

**10. **CLOSED SESSION**: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE**

**SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF  
THE MEETING AGENDA, INCLUDING ITEMS 2-8**

None

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

None

**6. ADJOURNMENT:**

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Elizondo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:04 p.m.

CITY OF PHARR

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AMBROSIO HERNANDEZ  
MAYOR

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

**ON THIS THE 23<sup>rd</sup> DAY OF NOVEMBER, 2015** the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

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HILDA PEDRAZA, CITY CLERK

APPROVED:

## MEMORANDUM

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**DATE:** November 24, 2015

**TO:** Juan G Guerra, City Manager

**FROM:** Gary Rodriguez, Community Affairs Liaison

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### **Behavioral Health Solutions of South Texas**

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#### **ISSUE**

Behavioral Health Solutions of South Texas is a non-profit organization located at 5510 N. Cage Blvd. in Pharr providing services at a multi-level approach inclusive of prevention, intervention, treatment, recovery and research focused on reducing substance abuse and related co-existing conditions.

#### **FINANCIAL CONSIDERATION**

BHSST is requesting waiving of rental fees (\$1000.00) associated with the use of Tierra Del Sol Golf Club Banquet Room for the agency's 9<sup>th</sup> Annual Noche Inevitable: "Casino Extravaganza" fundraiser on Friday April 29, 2016 between the hours of 1:00 pm and 12:00 am.

#### **STAFF RECOMMENDATION**

Staff recommends approval of waiving fees associated with rental of this facility.

#### **ALTERNATIVES**

No viable alternative as of now with respect to offering a suitable location for this event at similar arrangement.



# Behavioral Health Solutions of South Texas

a non-profit center for Integrated Prevention, Intervention, Treatment & Research

Analiza Amaya-Diaz, Pharm. D., Board President  
Jose G. Gonzalez, LCSW, CCH, BCPC, Chief Executive Officer

[www.bhsst.org](http://www.bhsst.org)

®

Previously RGV Council

### Headquarters:

5510 N. Cage Blvd.  
Ste. A, C, E, & R  
Pharr, TX 78577-1813  
Phone: (956) 787-7111  
Fax: (956) 781-2233

### Prevention/Intervention Services:

1617 E. Tyler, Suite D  
Hullinger, TX 78550  
Phone: (956) 423-0018

2100 Gregory Ave.  
Brownsville, TX 78526  
Phone: (956) 982-1551

576 W. Mann St., Suite 150  
Raymondville, TX 78580  
Phone: (956) 699-5019

701 E. Rice Street  
Lufkin, TX 78355  
Phone: (361) 325-2692

OSAR Services  
Headquarters  
5510 N. Cage Blvd., Ste. A  
Pharr, TX 78577-1813

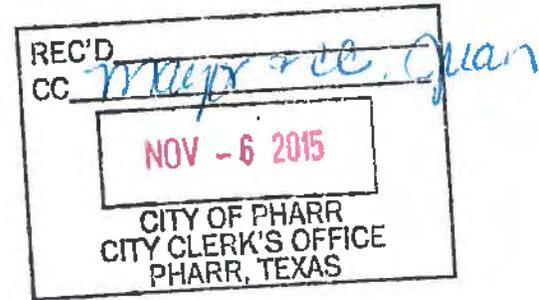
400 Mann St., Suite 906  
Copper Christy, TX 78401  
Phone: (361) 884-9596

1051 Thornton St.  
Three Rivers, TX 78071  
Phone: (361) 786-3618

Mayor Ambrosio Hernandez, M.D.

City Commissioners:

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



Dear Honorable Mayor Hernandez,

Behavioral Health Solutions of South Texas is a nonprofit organization located at 5510 N Cage Blvd., Pharr, TX 78577 that provides services at a multilevel approach inclusive of prevention, intervention, treatment, recovery, and research services focused on reducing substance use and related co-existing conditions. Through our services, BHSST encourages healthier life-styles and promotes safer environments for children and adults. Our organization has rendered services to citizens of Pharr since 1991 and continues to collaborate with city officials and community organizations located in Pharr.

In support of our programs, the agency organizes an annual fundraiser to promote awareness and raise funds to maintain and expand our services. In preparation of our 9<sup>th</sup> Annual Noche Inolvidable: "Casino Extravaganza" fundraiser, I am submitting this letter to request a waiver for the rental fees associated with the use of "Tierra del Sol" Golf Club Banquet Room on Friday, April 29<sup>th</sup> 2016 during evening hours (1:00pm-12:00am). "Tierra del Sol" has agreed to provide/sell beverages to our guests at the time of the event and all proceeds related to the sale of alcohol beverages will be collected and remain with the City of Pharr Parks and Recreation.

I thank you for your contribution to the battle against addictions by supporting Behavioral Health Solutions of South Texas and its 9th Annual "Noche Inolvidable" (Unforgettable Night) fundraiser.

Sincerely,

Jose G. Gonzalez, LCSW, CCH, BCPC, CEO

Enclosed: Involvement with the City of Pharr (2)

Gary,  
See me about  
this

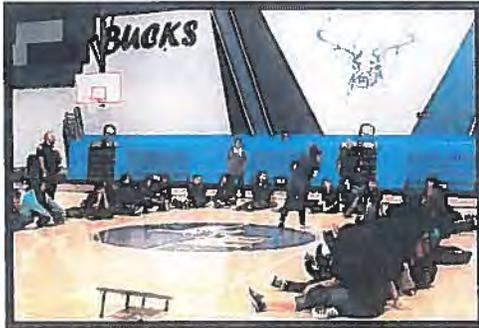
Primarily Funded by  
DSHS & SAMHSA



## *Behavioral Health Solutions of South Texas*

a non-profit center for Integrated Prevention, Intervention, Treatment & Research

### **Agency Involvement with City of Pharr Community**



BHSST UNIDAD Coalition at Jaime Escalante Middle School, PSJA ISD  
Educating on Alcohol Awareness and Underage Drinking



BHSST Collaborating with City of Pharr Police Department during National Night Out  
to Provide Resources and Educate Youth and Adults



UNIDAD Coalition "Redirecting the Pipeline" Conference at Bowie Parent/  
Community Education Center, PSJA ISD

**MEMORANDUM**

**DATE:** December 7, 2015  
**TO:** Juan G. Guerra, City Manager  
**FROM:** Roel Garza, Director of PAL 

**SUBJECT: Request from Kenna Giffin, HCDP Primary Administrator to use the Jose "Pepe" Salinas Memorial Civic Center Conference Room and Las Milpas Community Center for voting sites for the March 1, 2016, primary election**

**ISSUE**

Kenna S. Giffin, Secretary for the Hidalgo County Democratic Party is requesting the Jose "Pepe" Salinas Memorial Civic Center and Las Milpas Community Center for voting sites for the March 1, 2016, primary election from 6:00 a.m. to 8:00 p.m.

**STAFF RECOMMENDATION**

Staff recommends that the City Commission consider the request for use of the facility at no cost.

Thank You

REC'D   
CC

DEC 18 2015  
CITY OF PHARR  
CITY CLERKS OFFICE  
PHARR, TEXAS



## MEMORANDUM

**DATE:** December 9, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer



**SUBJECT: Agenda Request: Consideration and possible action, if any, on request to advertise for Bids on the Traffic Signal at the intersection of Sugar & El Dora.**

### ISSUE

Plans and specifications are complete and ready to go out for bids.

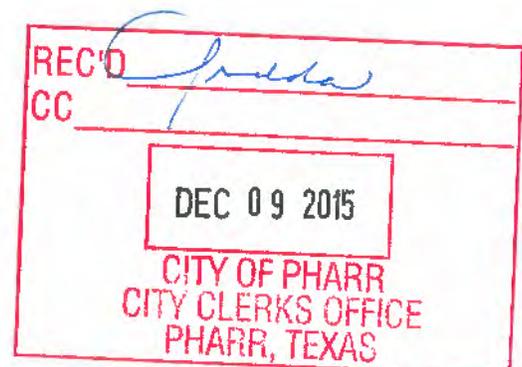
### FINANCIAL CONSIDERATION

Estimated total construction cost is \$150,000.

### STAFF RECOMMENDATION

Staff recommends to advertise for bids. Construction will begin sometime in March 2016.

### ALTERNATIVES





“Triple Crown City”



MAYOR  
Ambrosio “Amos” Hernández

COMMISSIONERS  
Eleazar Guajardo  
Roberto “Bobby” Carrillo  
Oscar Elizondo, Jr.  
Edmund Maldonado, Jr.  
Ricardo Medina  
Mario Bracamontes  
CITY MANAGER  
Juan G. Guerra, CPA

Executive Summary Letter

December 15, 2015

Conditional Use Permit for ABC – Mango’s Restaurant Bar & Terraza

Background:

Lauro E. Najera, d/b/a Mango’s Restaurant Bar & Terraza, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Mango’s Restaurant Bar & Terraza.

The property is located at 700 West Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC-L Najera rep Nago Group LLC dba Mangos Restaurant Bar & Terraza\_2014

## MEMORANDUM

---

**DATE:** TUESDAY, DECEMBER 15, 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 **RENEWAL**  
FOR ABC – FILE NO. **CUP#141164** (MANGO'S RESTAURANT BAR &  
TERRAZA)

---

### GENERAL INFORMATION:

**APPLICANT:** Lauro E. Najera, manager for Nago Group, LLC., d/b/a Mangos Restaurant Bar and Terrazza, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as a tract of land out of Lot 151, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 700 West Ferguson Avenue.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) and Heavy-Commercial District (H-C) to the North, Heavy-Commercial District (H-C) to the West, General Business District (C) and Agricultural Open-Space District (A-O) to the South and General Business District (C) to the East. The area is generally designated for commercial use in the Land Use Plan.

**COMMENTS:**

<b>CODE ENFORCEMENT</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
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<b>FIRE MARSHAL:</b>	Recommends denial of the Conditional Use Permit. (See attached memo)
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**POLICE CHIEF:**

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

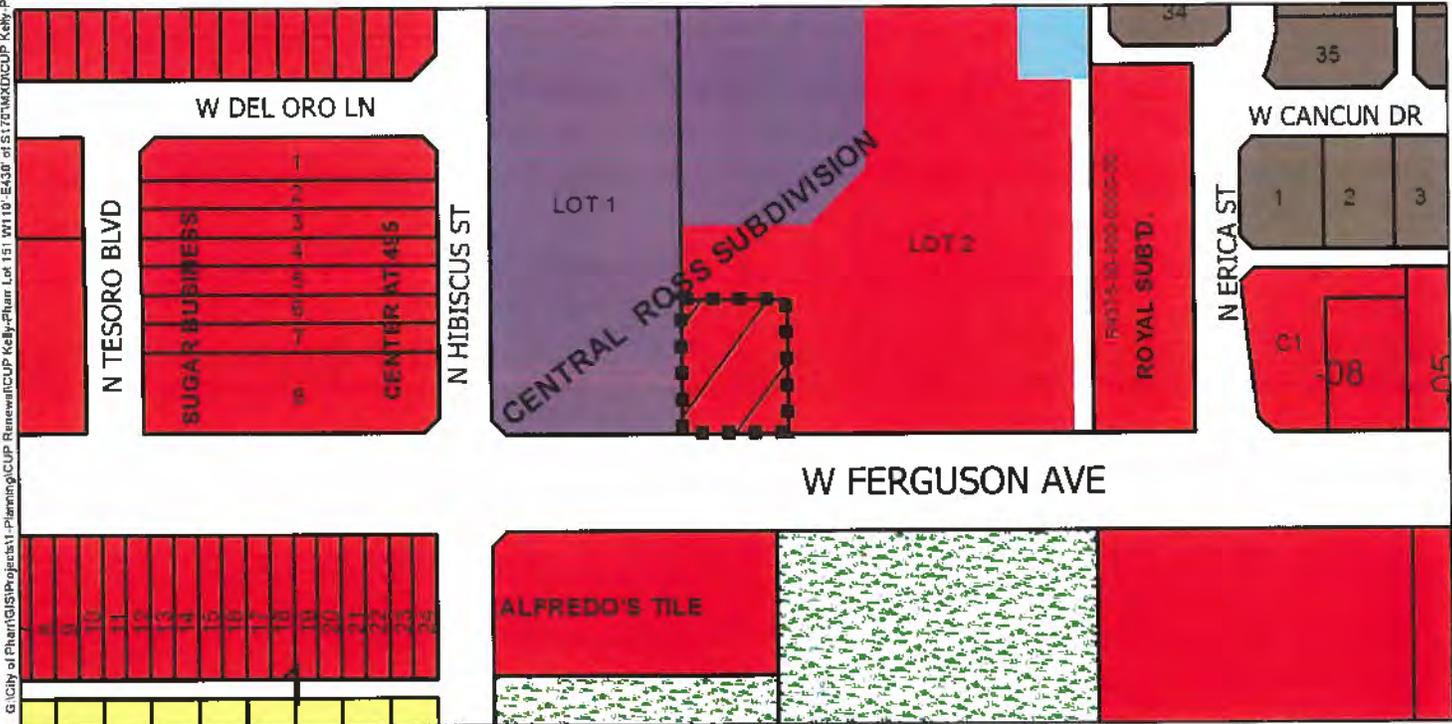
**PLANNING DEPT.:**

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

**DEVELOPMENT  
SERVICES STAFF  
RECOMMENDATIONS:**

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

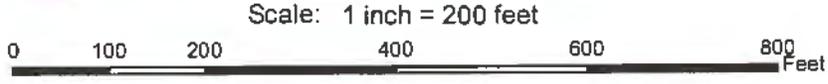
Conditional Use Permit Renewal  
 Kelly-Pharr Lot 151 W110'-E430' of S170'  
 Mangos Restaurant & Sports Bar / Alfonso Blanco



G:\City of Pharr\GIS\Projects\11-Planning\CUP Renewal\CUP Kelly-Pharr Lot 151 W110'-E430' of S170'.mxd

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

City of Pharr, Texas  
 Engineering Department  
 956 702 5355



Date: 7/30/2014

**CITY OF PHARR  
COMMUNITY PLANNING & DEVELOPMENT  
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT  
INSPECTION FORM**

3378

OWNER/APPLICANT: Laura E. Najera PHONE: 956-274-8542  
 ADDRESS: 700 W. Ferguson  
 TYPE OF BUSINESS: Restaurant/Bar NAME OF BUSINESS: Mama's  
 LEGAL: A tract of land out of lot 151 SUBD.: KELLY-Pharr

EXISTING BUILDING \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IF YES, PREVIOUS TYPE OF OCCUPANCY(S) \_\_\_\_\_  
 MIXED OCCUPANCY \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IF YES, TYPE OF ADJACENT OCCUPANCY(S) \_\_\_\_\_  
 CHANGE OF OCCUPANCY FROM PREVIOUS? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IS CHANGE OF WALL ASSEMBLY REQUIRED? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IS FIRE PROTECTION REQUIRED? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IF SO, WHAT TYPE? \_\_\_\_\_

**BUILDING STATUS/STRUCTURAL:**

1. FLOOR \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. WALLS: \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
     - EXTERIOR \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
     - INTERIOR \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. CEILING \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. ROOF \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**MEANS OF EGRESS:**

1. OCCUPANT LOAD (IF APPLICABLE) \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. NUMBER OF EXITS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. EXIT SIGNS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 5. DOOR HARDWARE \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**ACCESSIBILITY:**

1. RESTROOMS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. PATH OF EGRESS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. RAMPS (HANDRAILS/GUARDS) \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. DOORS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**ELECTRICAL:**

1. SERVICE ENTRANCE \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. SERVICE EQUIPMENT \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. WIRING SYSTEM \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. LIGHT FIXTURE \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 5. RECEPTACLE OUTLETS (G F C I WHERE REQUIRED) \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**MECHANICAL:**

1. REGISTERS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. GRILL \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. DRAIN \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. EQUIPMENT \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**PLUMBING:**

1. P. TRAPS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. VENTS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. DRAINS \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. PLUMBING FIXTURES \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 5. WATER SERVICE LINE \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 6. DISTRIBUTION LINES \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 7. GREASE TRAP (INTERCEPTOR/SEPARATOR) \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 8. BACKFLOW PREVENTION \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**WATER HEATER:**

1. LOCATION \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 2. T.P. VALVE & DRAIN \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 3. SHUT-OFF VALVE \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 4. VENT \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**GAS SYSTEM**

**PREMISE**

**GARBAGE CONTAINER**

\_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD  
 \_\_\_\_\_ (OK) \_\_\_\_\_ SUBSTANDARD

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**

1. At time of inspection, premise was found to be
2. in reasonable compliance with building codes.
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

PREPARED BY: Edna J. ... DATE: 11/20/15  
 RECEIVED BY: \_\_\_\_\_ DATE: 11/20/15

Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-5399 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.

**PASSED**  
 ✓  
 \_\_\_\_\_  
**FAILED:**  
 \_\_\_\_\_  
**PASSED WITH**  
**CONDITIONS:**  
 \_\_\_\_\_  
**RE-INSPECT**  
**DATE:**  
 \_\_\_\_\_



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

**November 30, 2015**

**MANGOS RESTAURANT BAR TERRAZA**  
700 W FERGUSON AVE  
PHARR, TX 78577

**INSPECTION STATUS - PASSED**

An inspection of your facility on Nov 30, 2015 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

To: Melanie Cano, Interim Director City Planning  
From: Joel Robles, Asst. Chief of Police  
Date: 11/18/2015  
Re: Conditional use Permit Renewal for ABC – File No. CUP#141164 (Mango’s Restaurant Bar & Terraza)

Lauro E. Najera, (TDL#15237829) d/b/a Mango’s Restaurant Bar & Terraza, is requesting renewal for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** A tract of land out of Lot 151, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 700 W. Ferguson Ave.
- **Contact Number:** 956-274-8542

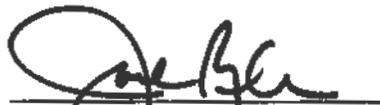
In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

**REPLY**

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

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name 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.

**Asst. Chief of Police**



Joel Robles  
Office: 956-784-7739  
Mobile: 956-878-3233  
[joel.robles@pd.pharr-tx.gov](mailto:joel.robles@pd.pharr-tx.gov)

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

NOV 19 2015



## MEMORANDUM

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**DATE:** TUESDAY, DECEMBER 15, 2015  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

**SUBJECT:** CONDITIONAL USE PERMIT AND LATE HOURS PERMIT **RENEWAL**  
FOR ABC – FILE NO. **CUP#141164** (MANGO'S RESTAURANT BAR &  
TERRAZA)

---

Lauro E. Najera, d/b/a Mango's Restaurant Bar & Terraza, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

**Legal Description:** A tract of land out of Lot 151, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**Physical Address:** 700 West Ferguson Avenue.

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



“Triple Crown City”



MAYOR  
Ambrosio “Amos” Hernández

COMMISSIONERS  
Eleazar Guajardo  
Roberto “Bobby” Carrillo  
Oscar Elizondo, Jr.  
Edmund Maldonado, Jr.  
Ricardo Medina  
Mario Bracamontes  
CITY MANAGER  
Juan G. Guerra, CPA

Executive Summary Letter

December 15, 2015

Conditional Use Permit for ABC –

Wingstop Restaurant

Background:

Gabriela’s Heavenly Wings, d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Wingstop Restaurant.

The property is located at 2211 South Cage Boulevard, Suite 105. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\ADM\N\MY FILES\CUPs\RNWL-WINGSTOP\_2010

## MEMORANDUM

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**DATE:** TUESDAY, DECEMBER 15, 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#100934** (WINGSTOP)

---

### GENERAL INFORMATION:

**APPLICANT:** Gabriela's Heavenly Wings d/b/a Wingstop Restaurant, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 2211 South Cage Boulevard, Suite 105.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) and High Density Multi-Family Residential District (R-4) to the North, General Business District (C) to the South, Residential Mobile Home District (R-MH) to the East, and General Business District (C) as well as Planned Unit Development (PUD) to the West. The area is generally designated for commercial use in the Land Use Plan.

**COMMENTS:**

<b>CODE ENFORCEMENT</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
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<b>FIRE MARSHAL:</b>	Recommends approval of the Conditional Use Permit. (See attached memo)
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**POLICE CHIEF:**

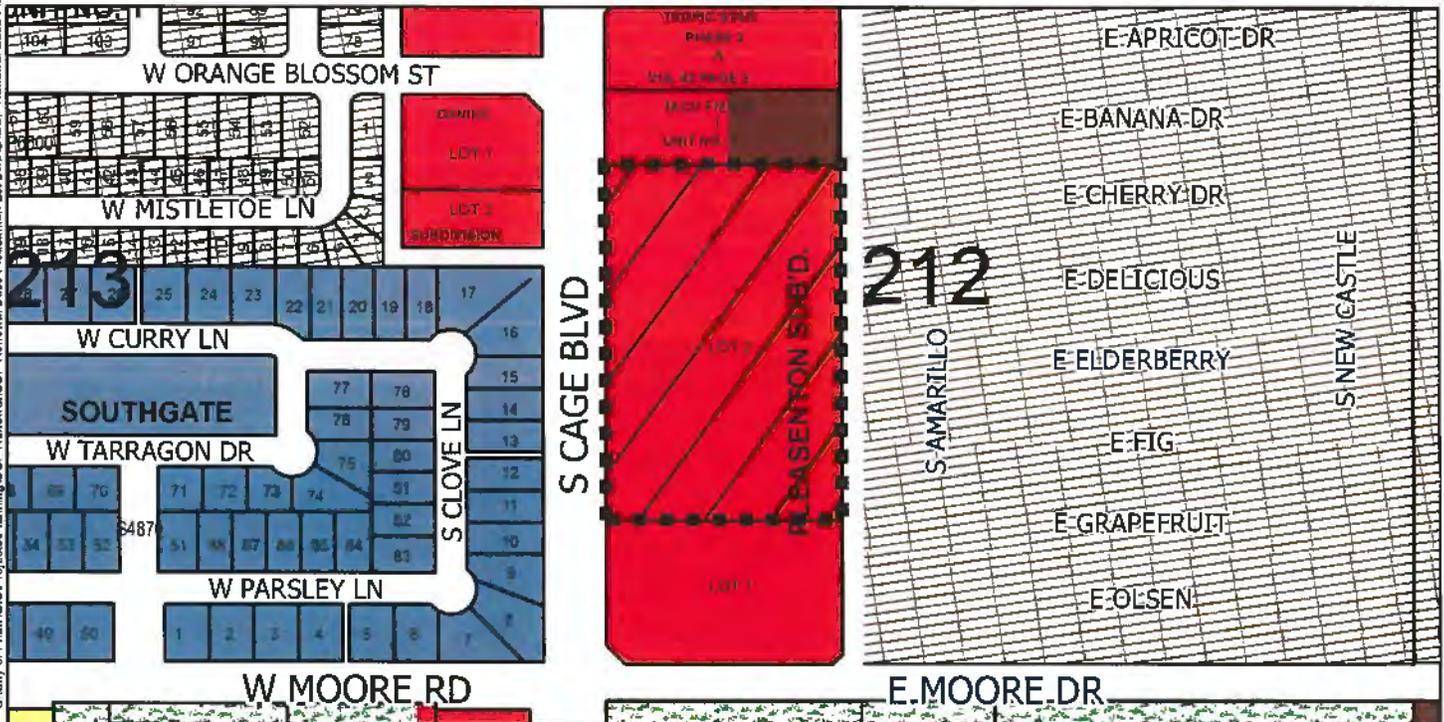
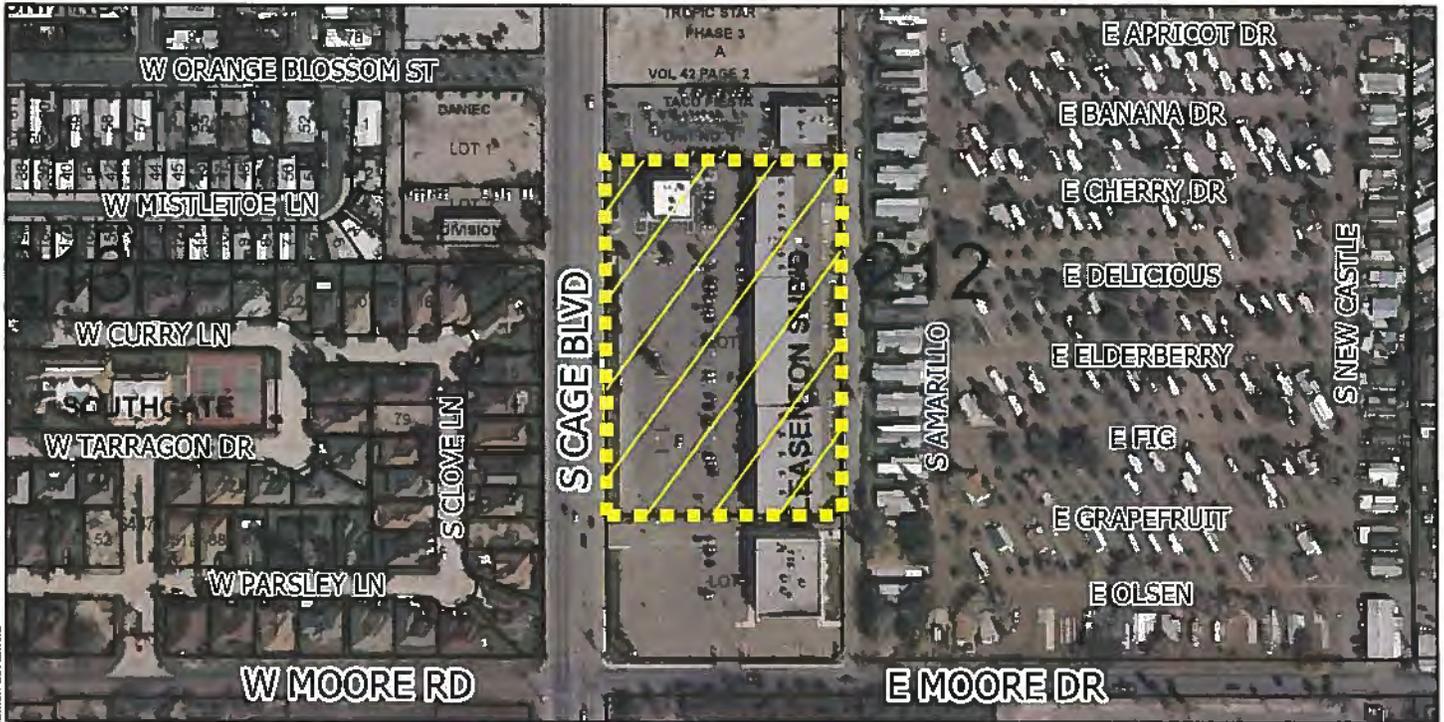
Recommends approval of the Conditional Use Permit.  
(See attached memo)

**PLANNING DEPT.:**

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

**DEVELOPMENT  
SERVICES STAFF  
RECOMMENDATIONS:**

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



G:\city of Pharr\GIS\Projects\Planning\CUP Renewal\Bases Pleasanton Lot 2\CUP Renewal Base Pleasanton Lot 2.mxd

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



**CITY OF PHARR  
COMMUNITY PLANNING & DEVELOPMENT  
CERTIFICATE OF OCCUPANCY & CONDITIONAL USE PERMIT  
INSPECTION FORM**

3346

OWNER/APPLICANT: John Claude Corti PHONE: 956-350-2226  
 ADDRESS: 2211 S. Cava  
 TYPE OF BUSINESS: Restaurant NAME OF BUSINESS: Umiy Step  
 LEGAL: Lot 2 SUBD.: Phase 101 Sub 6 Plan

EXISTING BUILDING  
IF YES, PREVIOUS TYPE OF OCCUPANCY(S) \_\_\_\_\_  
 MIXED OCCUPANCY  
IF YES, TYPE OF ADJACENT OCCUPANCY(S) \_\_\_\_\_  
 CHANGE OF OCCUPANCY FROM PREVIOUS? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IS CHANGE OF WALL ASSEMBLY REQUIRED? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IS FIRE PROTECTION REQUIRED? \_\_\_\_\_ YES \_\_\_\_\_ NO  
 IF SO, WHAT TYPE? \_\_\_\_\_

**BUILDING STATUS/STRUCTURAL:**  
 1. FLOOR \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. WALLS: - EXTERIOR \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
               - INTERIOR \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. CEILING \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. ROOF \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**MEANS OF EGRESS:**  
 1. OCCUPANT LOAD (IF APPLICABLE) \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. NUMBER OF EXITS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. MEANS OF EGRESS LIGHTING \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. EXIT SIGNS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 5. DOOR HARDWARE \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**ACCESSIBILITY:**  
 1. RESTROOMS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. PATH OF EGRESS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. RAMPS (HANDRAILS/GUARDS) \_\_\_\_\_ N/A \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. DOORS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**ELECTRICAL:**  
 1. SERVICE ENTRANCE \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. SERVICE EQUIPMENT \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. WIRING SYSTEM \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. LIGHT FIXTURE \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED) \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**MECHANICAL:**  
 1. REGISTERS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. GRILL \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. DRAIN \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. EQUIPMENT \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**PLUMBING:**  
 1. P. TRAPS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. VENTS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. DRAINS \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. PLUMBING FIXTURES \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 5. WATER SERVICE LINE \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 6. DISTRIBUTION LINES \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 7. GREASE TRAP (INTERCEPTOR/SEPARATOR) \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 8. BACKFLOW PREVENTION \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**WATER HEATER:**  
 1. LOCATION \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 2. T.P. VALVE & DRAIN \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 3. SHUT-OFF VALVE \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
 4. VENT \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**GAS SYSTEM** \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
**PREMISE** \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD  
**GARBAGE CONTAINER** \_\_\_\_\_ ✓ \_\_\_\_\_ OK \_\_\_\_\_ SUBSTANDARD

**PASSED** ✓  
  
**FAILED:** \_\_\_\_\_  
  
**PASSED WITH CONDITIONS:** \_\_\_\_\_  
  
**RE-INSPECT DATE:** \_\_\_\_\_

**BUILDING/SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:**  
 1. \_\_\_\_\_  
 2. \_\_\_\_\_  
 3. \_\_\_\_\_  
 4. \_\_\_\_\_  
 5. \_\_\_\_\_

PREPARED BY: [Signature] DATE: 10-27-15  
 RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECEIVED**  
 PHARR DEVELOPMENT  
 SERVICES DEPT.  
 OCT 23 2015

Please note: Owner/Applicant is responsible to contact the City of Pharr Community Planning & Development Dept. at 702-5398 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



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

December 1, 2015

WINGSTOP  
2211 S CAGE BLVD SUITE 106  
PHARR, TX 78577

**INSPECTION STATUS - PASSED**

An inspection of your facility on Dec 1, 2015 revealed no violations.

---

2960 EDUARDO LUGO  
Inspector

**RECEIVED**  
PHARR DEVELOPMENT  
SERVICES DEPT.

DEC 02 2015

BY: \_\_\_\_\_



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



To: Melanie Cano, Director City Planning   
 From: Joel Robles, Asst. Chief of Police  
 Date: 10/07/2015  
 Re: Conditional use Permit Renewal for ABC – File No. CUP#100934 (Wing Stop)

John Claude Ortiz,  d/b/a Wing Stop, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 2211 S. Cage Blvd. Suite 105 – Contact Number: 

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

**REPLY**

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

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

Signed: 

Date: 10/07/2015



OCT 07 2015  
 Wingstop CU#100934



## MEMORANDUM

---

**DATE:** TUESDAY, DECEMBER 15, 2015  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

**SUBJECT:** CONDITIONAL USE PERMIT **RENEWAL** FOR ABC  
FILE NO. **CUP#100934** (WINGSTOP)

---

Gabriela's Heavenly Wings, d/b/a Wingstop, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

**Legal Description:** Lot 2, Pleasanton Subdivision, Pharr, Hidalgo County, Texas.

**Physical Address:** 2211 South Cage Boulevard, Suite 105.

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



## MEMORANDUM

**DATE:** TUESDAY, DECEMBER 15, 2015  
**TO:** MAYOR AND CITY COMMISSION  
**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES   
**THROUGH:** JUAN GUERRA, CITY MANAGER

**SUBJECT:** APPOINTMENT/RE-APPOINTMENT OF BOARD OF ADJUSTMENT  
REGULAR MEMBERS

### ISSUE

Due to the expiration of the term of services for the following regular members: Ray Sanchez and Jorge Espinoza on December 04, 2015, and due to the needed replacement of Guadalupe Cano, the appointment/re-appointment of two (2) regular members and one (1) alternate member is needed at this time to the Board of Adjustment.

### FINANCIAL CONSIDERATION

Total cost for the City will be \$-0-.

### STAFF RECOMMENDATION

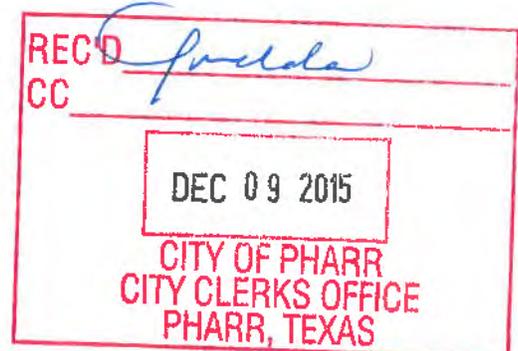
None.

### ALTERNATIVES

None.

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

THANK YOU.



THE STATE OF TEXAS                    { }  
COUNTY OF HIDALGO                   { }  
CITY OF PHARR                            { }

**RESOLUTION**  
**NO.R-2015-\_\_\_\_\_**

WHEREAS, the Board of Commissioners shall appoint a Board of Adjustments composed of five (5) regular members and two (2) two alternate members who shall be residents of the City of Pharr, Texas; and

WHEREAS, re-appointment/appointment of the two (2) regular members and one (1) alternate member needs to be made at this time in accordance with City Charter Article IV Section

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

The following residents of the City of Pharr are hereby appointed members of the Board of Adjustments:

**NAME: \_\_\_\_\_ LENGTH OF TERM \_\_\_\_\_**

- 1.
- 2.
- 3.

**PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**CITY OF PHARR**

\_\_\_\_\_  
**AMBROSIO "AMOS" HERNANDEZ, MAYOR**

**ATTEST**

\_\_\_\_\_  
**HILDA PEDRAZA, CITY CLERK**

## MEMORANDUM

DATE: December 9, 2015  
TO: Juan G Guerra, City Manager  
FROM: Ruben Villescas, Police Chief



SUBJECT: Request for Authorizing City of Pharr Police Department to Purchase Tasers from Taser International for the Amount of \$159,448.00 Under Tx Smart Buy Contract

### **ISSUE:**

The purchase and utilization of Tasers by Pharr Police officers would allow for the reduction of need to use lethal force in significant critical incidents. As a study under the National Institute of Justice cited, the use of pepper spray and Conducted Energy Devices such as Tasers can significantly reduce injuries to suspects and the use of Conducted Energy Devices can decrease injuries to officers. This department has been conducting a Taser pilot program during 2015 and results have shown that it has reduced injuries to suspects.

### **FINANCIAL CONSIDERATION:**

The Pharr Police Department is requesting to purchase 100 Tasers to be utilized by Pharr Police Officers in their performance of their duties. The Tasers would be purchased from TASER INTERNATIONAL for the approximate cost of \$159,448.00 under an existing Texas Smart Buy Contract. The department intends to use seized assets to fund this purchase.

### **ALTERNATIVE:**

The alternative is not to purchase Tasers and Pharr Police Officers to carry a baton and firearm when addressing a critical incident.

### **STAFF RECOMMENDATION:**

I recommend that approval be given for this department to execute this purchase from Taser International under an existing Texas Smart Buy Contract.



## MEMORANDUM

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**DATE:** December 11, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer



**SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of TY "F" GR 3 Caliche Base material for Public Works Annual Use (FY 2015-2016) Bid No. 1516-01-528-0018.**

---

### ISSUE

Public Works purchase TY "F" GR 3 Caliche Base material through the FY 2015-2016, therefore bids were received. A total of two (2) bids were received from suppliers.

### FINANCIAL CONSIDERATION

Low bid cost per ton was \$9.05 per ton. See attached bid tabulation.

### STAFF RECOMMENDATION

Staff recommends to award the TY "F" GR 3 Caliche Base material to Frontera Materials.

### ALTERNATIVES

**BID OPENING RESULTS**

**PROJECT:** PURCHASE & DELIVERY OF CONSTRUCTION MATERIALS FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

**BID NO:** TYPE F GRADE 3 CALICHE BASE - BID NO. 1516-01-528-0018

**DATE:** FRIDAY, DECEMBER 11, 2015

**TIME:** 9:00 A.M.

**LOCATION:** 2ND FLOOR CITY COMMISSION ROOM, PHARR CITY HALL

CONTRACTOR	BID BOND (5%)	TY F GR 3 CALICHE (TON)
Frontera Materials	✓	\$ 9.05
CAPA	✓	\$12.50



## MEMORANDUM

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**DATE:** December 11, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer

OK  
WU

**SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of Type D HMAC material for Public Works Annual Use (FY 2015-2016) Bid No. 1516-01-528-0016.**

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### ISSUE

Public Works purchase Type D HMAC material throughout the FY 2015-2016, therefore bids were received. A total of two (2) bids were received from suppliers.

### FINANCIAL CONSIDERATION

Low bid cost per ton was \$62.45 per ton (PG64-22) and \$63.10 per ton (PG76-22). See attached bid tabulation.

### STAFF RECOMMENDATION

Staff recommends to award the TYPE D HMAC material to Frontera Materials.

### ALTERNATIVES

**BID OPENING RESULTS**

**PROJECT:** PURCHASE & DELIVERY OF CONSTRUCTION MATERIALS FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

**BID NO:** TYPE D HMAC - BID NO. 1516-01-528-0016

**DATE:** FRIDAY, DECEMBER 11, 2015

**TIME:** 9:00 A.M.

**LOCATION:** 2ND FLOOR CITY COMMISSION ROOM, PHARR CITY HALL

CONTRACTOR	BID BOND (5%)	ADD. NO. 1	TY D HMAC (LIMESTONE AGGREGATE) (PG64-22) (TON)	TY D HMAC (LIMESTONE AGGREGATE) (PG76-22) (TON)
Frontexa Materials	✓	✓	\$62.45	\$69.95
CAPA	✓	✓	\$63.10	\$73.95



## MEMORANDUM

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**DATE:** December 11, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer

OK  
ew

**SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of Type D Cold Mix material for Public Works Annual Use (FY 2015-2016) Bid No. 1516-01-528-0017.**

---

### ISSUE

Public Works purchase Type D Cold Mix material throughout the FY 2015-2016, therefore bids were received. A total of two (2) bids were received from suppliers.

### FINANCIAL CONSIDERATION

Low bid cost per ton was \$90.00 per ton. See attached bid tabulation.

### STAFF RECOMMENDATION

Staff recommends to award the TYPE D Cold Mix material to CAPA.

### ALTERNATIVES

**BID OPENING RESULTS**

**PROJECT:** PURCHASE & DELIVERY OF CONSTRUCTION MATERIALS FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

**BID NO:** TYPE D COLD MIX - BID NO. 1516-01-528-0017

**DATE:** FRIDAY, DECEMBER 11, 2015

**TIME:** 9:00 A.M.

**LOCATION:** 2ND FLOOR CITY COMMISSION ROOM, PHARR CITY HALL

CONTRACTOR	BID BOND (5%)	TY D COLD MIX (TON)
Frontera Materials	✓	91.25
CAPA	✓	90.00



## MEMORANDUM

---

**DATE:** December 11, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer 

**SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of Concrete Mix material for Public Works Annual Use (FY 2015-2016) Bid No. 1516-01-528-0019.**

---

### ISSUE

Public Works purchase Concrete Mix material throughout the FY 2015-2016, therefore bids were received. Only one (1) bid was received from a supplier.

### FINANCIAL CONSIDERATION

Low bid cost per cubic was **\$98.50** per cubic yard (3000 psi) and **\$106.50** per cubic yard (4000 psi). See attached bid tabulation.

### STAFF RECOMMENDATION

Staff recommends to award the Concrete Mix material to CAPA.

### ALTERNATIVES

**BID OPENING RESULTS**

**PROJECT:** PURCHASE & DELIVERY OF CONSTRUCTION MATERIALS FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

**BID NO:** CONCRETE MIX - BID NO. 1516-01-528-0019

**DATE:** FRIDAY, DECEMBER 11, 2015

**TIME:** 9:00 A.M.

**LOCATION:** 2ND FLOOR CITY COMMISSION ROOM, PHARR CITY HALL

CONTRACTOR	BID BOND (5%)	CONCRETE MIX (3000 PSI). PURCHASE AND DELIVERY	CONCRETE MIX (4000PSI). PURCHASE AND DELIVERY
Frontera Materials	✓	NA	NA
CAPA	✓	\$98.50	\$106.50



## MEMORANDUM

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**DATE:** December 11, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** William F. Ueckert Jr., P.E. - City Engineer



**SUBJECT: Agenda Request: Consideration and action, if any, on awarding bid for the Purchase & Delivery of Concrete RCP, Manholes, Inlets material for Public Works Annual Use (FY 2015-2016) Bid No. 1516-01-528-0020.**

---

### ISSUE

Public Works purchase Concrete RCP, Manholes and Inlets material throughout the FY 2015-2016, therefore bids were received. Only one (1) bid was received from a supplier.

### FINANCIAL CONSIDERATION

See attached bid tabulation.

### STAFF RECOMMENDATION

Staff recommends to award the Concrete RCP, Manholes and Inlets material to CAPA.

### ALTERNATIVES

## BID OPENING RESULTS

**PROJECT:** PURCHASE & DELIVERY OF CONSTRUCTION MATERIALS FOR PUBLIC WORKS ANNUAL USE FY 2015-2016

**BID NO:** CONCRETE RCP, MANHOLES, INLETS - BID NO. 1516-01-528-0020

**DATE:** FRIDAY, DECEMBER 11, 2015

**TIME:** 9:00 A.M.

**LOCATION:** 2ND FLOOR CITY COMMISSION ROOM, PHARR CITY HALL

ITEM NO.	CONTRACTOR	Fr. Frontera Materials	CAPA
1	REINFORCED CONCRETE PIPE (24") (CLASS III) (RUBBER GASKET).	NA	26.77
2	REINFORCED CONCRETE PIPE (30") (CLASS III) (RUBBER GASKET).	↓	39.69
3	REINFORCED CONCRETE PIPE (36") (CLASS III) (RUBBER GASKET).		57.45
4	REINFORCED CONCRETE PIPE (48") (CLASS III) (RUBBER GASKET).		90.88
5	REINFORCED CONCRETE PIPE (60") (CLASS III) (RUBBER GASKET).		135.77
6	STANDARD STORM MANHOLE CONE (48" DIA)		225.20
7	STANDARD STORM MANHOLE CONE (60" DIA)		669.85
8	STORM MANHOLE (4FT SECTION) (48" DIA)		342.24
9	STORM MANHOLE (4FT SECTION) (60" DIA)		529.98
10	STORM MANHOLE RING & COVER (FOR TRAFFIC). ALL COMPLETE.		360.00
11	STANDARD TY A INLET. ALL COMPLETE.		1125.00
12	INLET RING & COVER (NON-TRAFFIC). ALL COMPLETE		250.00
13	STANDARD TY C INLET (3'X3'). ALL COMPLETE.		1149.00
14	STANDARD TY C INLET (4'X4'). ALL COMPLETE.		1299.00
15	STANDARD TY C INLET (3'X3'). GRATE ONLY.		545.00
16	STANDARD TY C INLET (4'X4'). GRATE ONLY.		450.00

**DATE:** December 3, 2015  
**TO:** Juan G Guerra, City Manager  
**FROM:** Leonardo L Perez *for*

*OK*

**SUBJECT: Interlocal Cooperation Agreement between City of Pharr and Hidalgo County, Texas**

**ISSUE**

This is an interlocal agreement between the City of Pharr and Hidalgo County, Texas for the City of Pharr to provide firefighting duties to rural area of Hidalgo County into the assigned Rural Response District. This will be a 3-yrs contract.

**FINANCIAL CONSIDERATION**

The City of Pharr shall be reimbursed according to three Category tier system as follows:

	2016	2017	2018
Category I	\$1,100	\$1,250	\$1,375
Category II	\$550	\$600	\$665
Category III	\$250	\$275	\$300

We were reimbursed \$5,975 last fiscal year for 11 calls.

**STAFF RECOMMENDATION**

We recommend approval of this contract to provide service to the rural ETJ of our Rural Response District.

Please feel free to contact me should the need arise, I am at extension 3001.

THANK YOU

REC'D \_\_\_\_\_  
CC \_\_\_\_\_

DEC - 3 2015

CITY OF PHARR  
CITY CLERK'S OFFICE  
PHARR, TEXAS

Interlocal Cooperation Agreement between City of Pharr and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS Interlocal Cooperation Agreement is made on the 1 day of December, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Pharr, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1 day of January, 2016.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

**1.0 TERMS**

- 1.1 This contract shall be for a period commencing on **January 1, 2016**, and shall terminate on **January 1, 2019**.
- 1.2 After **January 1, 2019**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within fourteen (14) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (30) days upon receipt of invoice by County.
- 1.6 Commencing on the 1 day of January 2016 and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

## 2.0 DEFINITIONS

**BEE ATTACK** – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) EXCLUDING situations of bee removal of hazards where no attack is in progress, or sustained at the time of response.

**CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

**COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a Sworn position.

**ENTITY** - Parent organization of Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

**COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**CHIEF DEPUTY / DEPUTY FIRE MARSHAL** – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**FALSE ALARM CALL** - Any emergency response to a mischievous or malicious call, or false call; or fire alarm system malfunctions that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding Entity shall notify the Fire Marshal by the next working date.

**FIREFIGHTING** – Any working Structural or Commercial Vehicle fire upon arrival, a petroleum based fire EXCLUDING rubbish fire(s) (trash fire), or Authorized, Unauthorized Uncontrolled/ controlled land clearing fire(s).

**GOOD INTENT CALLS** – Any emergency call response where fire personnel were summoned, but were not required dealing with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

**HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT** – any response to any incident at the first responder (awareness, and operations) level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

**HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT**– any response to any incident at the Technician level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills from and structure, vehicle, and or storage type facility..

**INCORPORATED AREA** - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

**LAW ENFORCEMENT ASSISTANCE** – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission EXCLUDING MVA duties (traffic Control, washdowns, patient packaging).

**MASS CASUALTY INCIDENT** – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

**MEDICAL CALL** – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider (Greater than 20 Minutes) and the situation dictates immediate medical attention due to the delay by the EMS provider **excluding immediate first aid to stabilize a victim at a scene, when already on scene.** This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

**MUTUAL AID** – A Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of public works that is called upon to help mitigate the emergency. The call for additional resources made by the Primary Entity from the Secondary Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the Entity. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. Secondary entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a “Special Situation”.

**NATURAL VEGETATION** – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

**OPERATIONAL PERIOD** – 12 hour standard as recognized by the National Incident Management system.

**PETROLEUM BASED INCIDENT** – any incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said

product, whether by motor vehicle, pipeline or any other type of transport medium EXCLUDING propane tanks used for residential or commercial service (100lbs or under).

**PRIMARY ENTITY** – the Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

**PUBLIC WORKS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal.

**RECOVERY CALL – Body** - Any recovery of a deceased victim.

**REIMBURSEMENT PLAN** – method by which a Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

**REGIONAL RESPONSE TEAM** – response to any special situation to provide tactical rescue assistance and support for any first responder regardless of discipline. Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

**RESPONSE AREA** – the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency call for service.

**RUBBISH** – trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not.

**RURAL AREA** – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of

property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

**RURAL RESPONSE DISTRICT** – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit “B”, attached hereof. The rural response district may be amended from time to time pursuant to Section 3.2.

**SEARCH and RESCUE CALLS** – all rescues of person(s) living, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse EXCLUDING Recovery, and/or Vehicle Extrication.

**SECONDARY CITY** – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability EXCLUDING all aid to other Jurisdictions in their city limits.

**SERVICE CALLS** – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

**SPECIAL SITUATIONS** – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

**STRUCTURE** – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

**TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

**MOTOR VEHICULAR ACCIDENT (MVA)** – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

**VEHICULAR EXTRICATION** – any emergency extrication of person(s) with the use of specialized hydraulic, and or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

**VEHICLE FIRE** -A working fire – upon arrival that involves any vehicle fire. (i.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

**WASH DOWN** – Any hazardous based spill where there is no fire and the spill is under thirty-five (35) gallons. i.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

**WILDLAND FIRE** - Any fire occurring in vegetative areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires an emergency response of an entity excluding prescribed type Brush land clearing operation or rubbish fire(s).

**WIRELINE INCIDENTS (All TYPES)** – where the response is of such nature that there is a “downed-wire” or “low-hanging wire” or energized or with or without fire- and the responding Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation

does not dictate immediate traffic control, or public redirection. Where the entity is not required to stand-by for the service company.

### 3.0 ENTITY RESPONSIBILITIES

- 3.1 Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit "C". Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.
- 3.3 Entity hereby agrees to seek authorization from the County Fire Marshal PRIOR to responding to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "B". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area.
- 3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.
- 3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the Entity operates on and authorize the County Fire Marshal to use

those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

- 3.7 Entity agrees to practice NIMS/ICS during any multi-agency -- multi-tiered response.
- 3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.
- 3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.
- 3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting / chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e.. Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

#### COUNTY RESPONSIBILITIES

- 4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.
- 4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;
  - 4.2.1 **ADMINISTRATION**
    - a. Administration of Fire Marshal's Office
    - b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
    - c. Commercial Building Inspections

- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals
- l.

**4.2.2 INVESTIGATIONS**

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. Provide assistance to municipal departments with Fire Investigations, upon request.
- e. Issue Citations, make arrests, and file criminal cases as appropriate.

**4.2.3 FIRE PREVENTION**

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

**4.2.4 ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

- a. Review and process all requests for reimbursements.

- b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.
- c. Shall determine if a Rural Response District may respond to a XXX outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

#### 4.2.5 RESPONSE

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

### 5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of

insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

## **6.0 REIMBURSEMENT PLAN**

- 6.1 County shall reimburse Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting in a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for his approval or challenge within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

- a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.
- b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district, Entity shall receive a monthly lump-sum payment for all authorized services, corresponding to that year, in accordance with the following payment schedule and categories;

- (6.1.4.I.)                    **CATEGORY I (CI)    Flat rate of \$1,100.00 per incident.**
- (6.1.4.II.)                    **CATEGORY II (CII)    Flat Rate of \$ 550.00 per incident**
- (6.1.4.III.)                    **CATEGORY III (CIII)    Flat Rate of \$ 250.00 per incident.**

6.1.4.I. CATEGORY I. A rate of \$ 1,100.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1    **FIREFIGHTING STRUCTURAL / COMMERCIAL VEHICLE (as primary department)**
- .2    **HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**
- .3    **MASS CASUALTY**
- .4    **RESCUE CALLS**
- .5    **VEHICULAR EXTRICATION**
- .6    **PUBLIC WORKS RESPONSE**
- .7    **REGIONAL MEDICAL RESPONSE TEAM**
- .8    **SECONDARY CITY/ENTITY (in place of primary department.)**
- .9    **SPECIAL SITUATIONS**
- .10    **GRASS / BRUSH WILDLAND FIRE**
- .11    **REGIONAL RESPONSE TEAM**

6.1.4.II. CATEGORY II. A rate of \$ 550.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 MEDICAL CALL
- .2 MUTUAL AID
- .3 MOTOR VEHICLE ACCIDENT (PATIENT PACKAGING, SECURE VEHICLE)
- .4 LAW ENFORCEMENT ASSISTANCE
- .5 RECOVERY CALL – BODY
- .6 TRAFFIC CONTROL
- .7 WASH DOWN
- .8 BEE ATTACK
- .9 PETROLEUM BASED INCIDENT STANDBY
- .10 WIRELINE INCIDENTS (ALL TYPES)

**6.1.4. III CATEGORY III.** A Rate of \$ 250.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1 LANDING ZONE
- .2 HAZARDOUS MATERIALS (AWARENESS/OPERATIONS LEVEL)
- .3 FALSE ALARM CALL
- .4 GOOD INTENT CALLS
- .5 SERVICE CALLS
- .6 RUBBISH FIRE(S)(AUTHORIZED/UNAUTHORIZED CONTROLLED FIRE, PRESCRIBED BURN)
- .7 PALM TREE FIRE (NON-MOVING VEGITATION)

## **7.0. ASSIGNMENT**

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

## **8.0. AUDIT**

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination of same.

## **9.0. MISCELLANEOUS**

**9.1 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 the provision of this 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 time such conflict exists.

**9.2 NO WAIVER.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.**9.3 ENTIRE AGREEMENT –** This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement

may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

**9.4 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.

**9.5 NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, Texas \_\_\_\_\_

If to County: County of Hidalgo  
Ramon Garcia, County Judge  
100 E. Cano St. 2<sup>nd</sup> Floor, Edinburg, Texas 78539 or  
P.O. Box 1356, Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes of such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States Mail.

**9.6 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.

**9.7 SUCCESSORS.** This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**9.8 HEADINGS.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**9.9 GENDER and NUMBER.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**9.10 AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

**9.11 PERFORMANCE of GOVERNMENT FUNCTIONS.** 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.

**9.12 IMMUNITIES.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**9.13 COMMITMENT of CURRENT REVENUES.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**9.14 MUTUAL INDEMNIFICATION.** Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

**WITNESS THE HANDS OF THE PARTIES**

**(In duplicate originals effective on the day both parties' signatures are executed.**

<b>CITY OF PHARR</b>	
_____	_____
<b>By:</b>	<b>Date</b>
<b>ATTEST:</b>	
_____	
<b>City Secretary</b>	

COUNTY OF HIDALGO

\_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Date

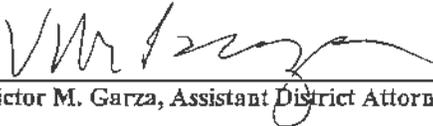
ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Office of Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By:

  
\_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

# **EXHIBIT “A”**

### Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____		COUNTY INCIDENT: _____	
DATE: _____	ALARM TIME: _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____			
_____ NON-APPLICABLE		DEPARTMENT: _____	
CALLER NAME: _____		REQUESTING PERSON: _____	
CALLER NAME: _____			
CALLER ADDRESS: _____		OTHER: _____	PHONE: _____
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____	ADVISED COUNTY FIRE MARSHAL: YES _____ NO: _____	
COMMENTS: _____ _____			
INCIDENT COMMANDER: _____		REPORT PREPARED BY: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____ FIRE CHIEF	
REIMBURSEMENT REQUESTED: _____ \$250.00		_____ \$550.00	_____ \$1,100.00
HCFMO Approval Amount: _____ \$250.00		_____ \$550.00	_____ \$1,100.00

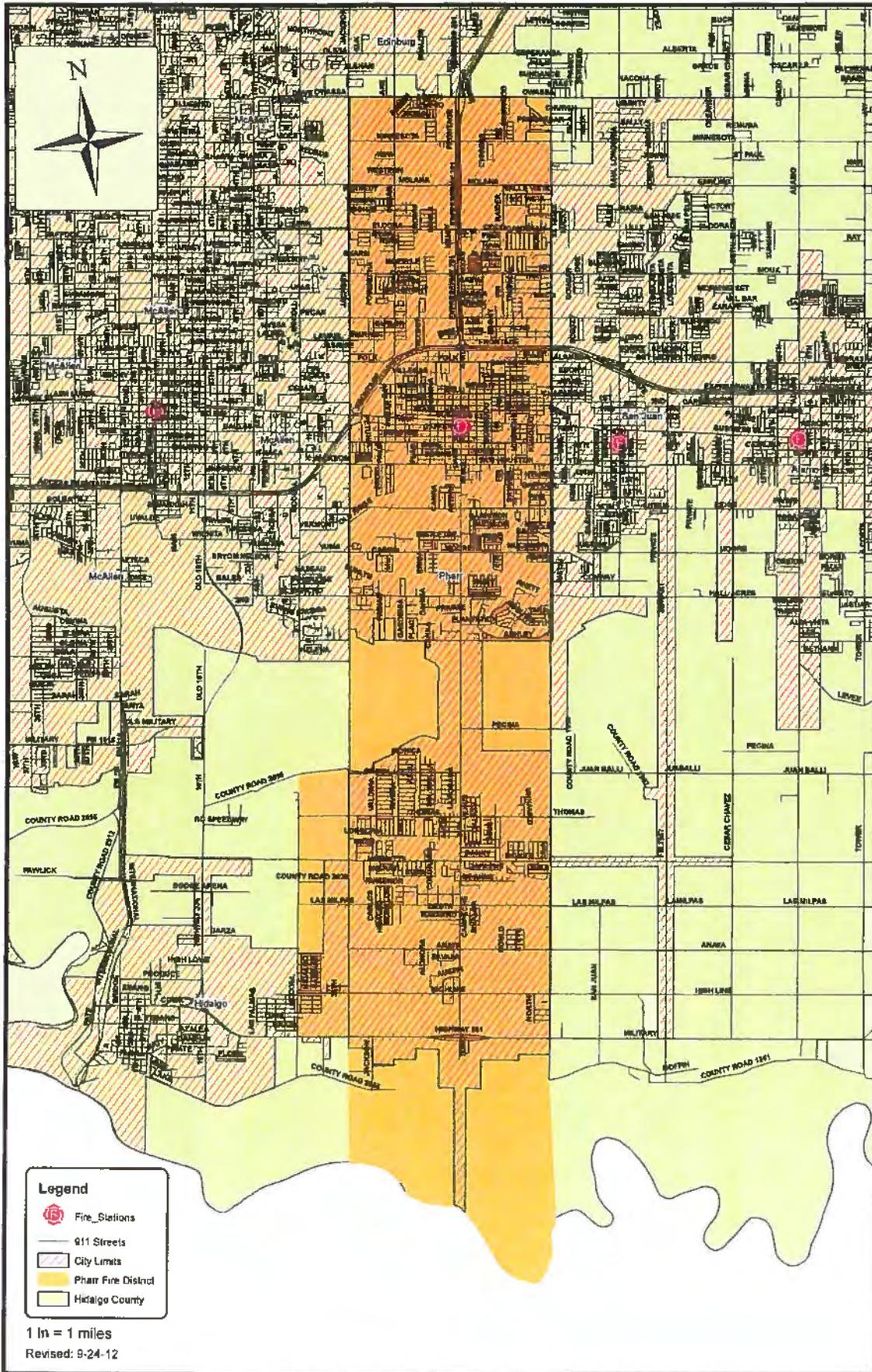
# **EXHIBIT “B”**

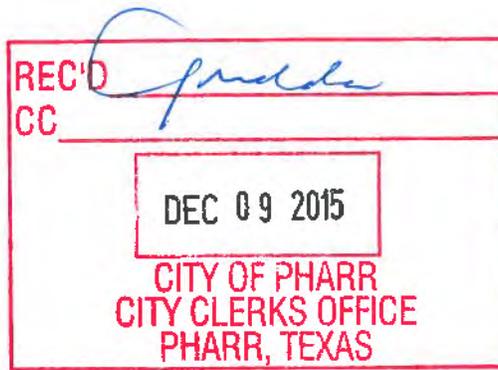
**PAY OUT PLAN:**

	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>CATEGORY I</b>	\$ 1,100	\$ 1,250	\$ 1,375
<b>CATEGORY II</b>	\$ 550	\$ 600	\$ 665
<b>CATEGORY II</b>	\$ 250	\$ 275	\$ 300

# **EXHIBIT “C”**

# Pharr Fire District





## MEMORANDUM

DATE: December 9, 2015  
TO: Juan G Guerra, City Manager  
FROM: Leonardo L Perez, Fire Chief



**SUBJECT: Agenda Request: Consideration and action, if any, on authorizing City Manager to negotiate a contract with Sam Garcia Architect to prepare plans for the remodeling of Fire Station #3 (Las Milpas).**

### ISSUE

We have been given the police department side of City of Pharr Community Center in the Las Milpas Area and the area in need of remodeling to accommodate the new task that it will be doing for the Fire Department. We are in need of architect drawings and specifications for the work needed to address living conditions and job needs.

### FINANCIAL CONSIDERATION

Estimated fee is \$50,000.

### STAFF RECOMMENDATION

We recommend approval for Mr. Sam Garcia who has previously assisted the Fire Department on other projects.

### ALTERNATIVES

Under Article **4.i Purchase Exempt From Competitive Bidding**: State law provides a number of exceptions to the competitive bidding process. Under State of Texas Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements if the City grants the exemption.

The City may not select providers of professional based on competitive bids. In these situations, the City must make the selection and awards based on demonstrated competence and qualifications for performing the services for a fair and reasonable price

The professional fees under the contract must be consistent with the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

Professional services include: Accounting; **Architecture**; Landscape architecture; Land surveying; Medicine; Optometry; Professional engineering; Real estate appraisal; or Nursing.



## MEMORANDUM

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**DATE:** December 3, 2015                      Date of Meeting: December 15, 2015

**TO:** Mayor and Commissioners  
**FROM:** Juan G. Guerra, City Manager



### Interlocal Agreement 2-Year Extension for Head Start Centers

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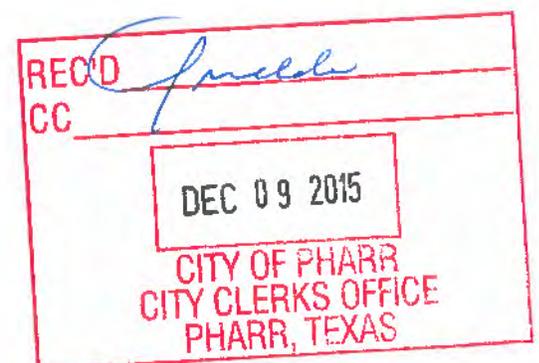
#### ISSUE

The City of Pharr has been collaborating with the Hidalgo County Head Start Program by providing the properties located on 714 Zapata Avenue (Las Milpas I Head Start Center) and on 415 E. Clark (Pharr Head Start Center) both located in Pharr to serve low income children and families.

#### STAFF RECOMMENDATION

Staff recommends approval of the 2-year Interlocal Agreement extension for Hidalgo County Head Start Centers.

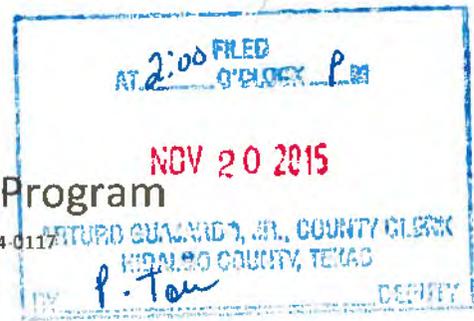
THANK YOU





# Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0117



## Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1<sup>st</sup>, 2012 between Hidalgo County and the **City of Pharr (Las Milpas I Head Start Center)** for the property located at 714 Zapata Street, Pharr, TX., 78577 (The "Original Interlocal Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Pharr** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1<sup>st</sup>, 2016 through December 31<sup>st</sup>, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Pharr**  
714 Zapata Street  
Pharr, TX 78577

Authorized Official:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

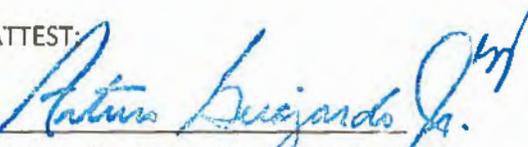
Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

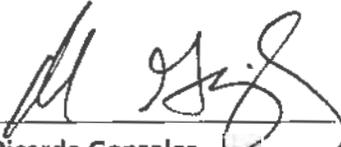
By:   
Teresa Flores, Executive Director

By:   
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/27/15 

ATTEST:  
By:   
Arturo Guajardo, Jr., County Clerk

Approved As to Form:  
Oxford & Gonzalez

By:   
Ricardo Gonzalez

Approved As to Form:  
Atlas, Hall & Rodriguez, L.L.P.

By:   
Stephen L. Crain

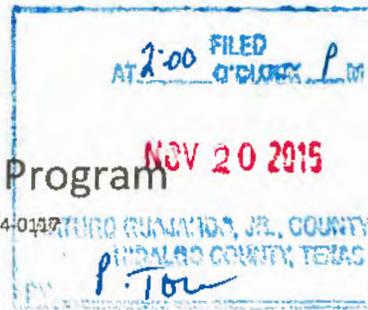
Date approved by Policy Council: 10-21-2015

Date approved by Commissioner's Court: 10-27-2015



# Hidalgo County Head Start Program

1901 West State Hwy 107, McAllen, Texas 78504-0107



## Two Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for two (2) additional years as stated in the existing contract dated January 1<sup>st</sup>, 2012 between Hidalgo County and the **City of Pharr (Pharr Head Start Center)** for the property located at 415 E. Clark, Pharr, TX., 78577 (The "Original Interlocal Agreement").

If the **City of Pharr** agrees to this two (2) year extension of the Original Interlocal Agreement under the same existing terms and conditions, please have the authorized individual sign this Interlocal Agreement Extension. It should be noted that the basis of this two (2) year extension is listed under ARTICLE 1.03, Renewal or Termination, of the Original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the **City of Pharr** for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1<sup>st</sup>, 2016 through December 31<sup>st</sup>, 2017. The Original Interlocal Agreement is extended for a period of two (2) years with all conditions including the lease amount remaining the same.

Property/Building: **City of Pharr**  
415 E. Clark  
Pharr, TX 78577

Authorized Official:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Two Year Interlocal Agreement Extension (Cont.)

Head Start Program

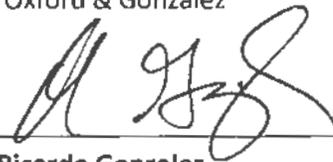
By:   
Teresa Flores, Executive Director

By:   
Ramon Garcia, County Judge

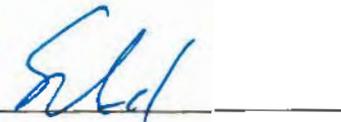
APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/27/15 

ATTEST:  
By:   
Arturo Guajardo, Jr., County Clerk

Approved As to Form:  
Oxford & Gonzalez

By:   
Ricardo Gonzalez

Approved As to Form:  
Atlas, Hall & Rodriguez, L.L.P.

By:   
Stephen L. Crain

Date approved by Policy Council: 10-21-2015

Date approved by Commissioner's Court: 10-27-2015

## MEMORANDUM

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**DATE:** December 10, 2015

OK  
G

**TO:** Mayor and City Commissioners

**CC:** Juan Guerra, City Manager; Ed Wylie, Asst City Manager

**FROM:** David Garza, Utilities Director

**SUBJECT:** Acceptance of bid Water Transmission Line

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**ISSUE:** The City of Pharr received four bids for the water transmission line project

**FINANCIAL CONSIDERATION:** \$6,591,196.00 -TWDB Loan and Grant

**STAFF RECOMMENDATION:** Project engineer has totaled and vetted the bids and lowest responsive bidder was Jimmy Closner & Sons Construction Co., Inc.

**ALTERNATIVES:** There was one local contractor who bided the project, but was not within the 5% of the lowest bidder.

**Reject bids.**

THANK YOU



# S&GE, L.L.C.

December 10, 2015

Mr. William F. Ueckert Jr., P.E.  
City Engineer  
City of Pharr  
118 S. Cage Blvd., 1<sup>st</sup> Floor  
Pharr, Texas 78577

PROJECT: City of Pharr Water Transmission Main Improvements Project  
City of Pharr Bid No. 1415-02-582-0037  
Recommendation of Award

Dear Mr. Ueckert,

This letter will serve to recommend award of the contract for the City of Pharr Water Transmission Main Improvements Project to **Jimmy Closner & Sons Construction Co., Inc.** The City of Pharr directed S&GE to tally the bids and identify the low bidder based on the following criteria:

1. Alignment along Canna Street (Option 1).
2. Addition of 12-inch Water Transmission Main along Hibiscus (Bid Item B)
3. Addition of 12-inch Water Main along Eldora Road (Bid Item D)

Inherently, Bid Item E is eliminated since this option pertains to reconstruction of Dahlia Street. Since Canna Street is the selected Alignment, Bid Item E is not factored in the low bid analysis. Using the aforementioned criteria, Jimmy Closner & Sons Construction Co., Inc. is the low bidder.

Our recommendation is based on the following:

1. Bids  
The Bid of **\$6,591,196.00** is considered a responsive bid, approximately 9.52% percent above the Engineer's Opinion of Probable Construction Cost of \$7,250,000. Four (4) bids were opened on Tuesday, November 24, 2015 by City of Pharr Construction Administration.
2. Documents and References  
A Reference Verification Summary is included as **Attachment A**. S&GE reviewed the low-bid contractor's (Jimmy Closner & Sons Construction, Inc.) references provided as part of the bid package. These references were contacted and interviews conducted.

The bid by Jimmy Closner & Sons Construction Co., Inc. is deemed responsive and is therefore recommended for award.

If you have any questions or require any additional information please let me know.

Sincerely,

S&GE, L.L.C.  
Texas Firm 8038

Javier Garcia, P.E.  
Vice President

Encl/as noted

cc: David Garza, Utilities Director / City of Pharr  
S&GE Project File 5461.03





# S&GE, L.L.C.

December 3, 2015

Mr. William F. Ueckert Jr., P.E.  
City Engineer  
City of Pharr  
118 S. Cage Blvd., 1<sup>st</sup> Floor  
Pharr, Texas 78577

Re: City of Pharr Water Transmission Main Improvements Project  
Bid No. 1415-02-582-0037  
Bid Tabulation Results

Dear Mr. Ueckert:

Transmitted herewith is the bid tabulation for the referenced project and apparent low bidder based on the selected alignment and chosen additive alternates. Four (4) bids were received and the apparent low bidder is **Jimmy Closner & Sons Construction Co., Inc. (\$6,591,196.00)**. The City requested we tally the bids and identify the low bidder based on the following criteria:

1. Alignment along Canna Street (Option 1).
2. Addition of 12-inch Water Transmission Main along Hibiscus (Bid Item B)
3. Addition of 12-inch Water Main along Eldora Road (Bid Item D)

Inherently, Bid Item E is eliminated since this option pertains to reconstruction of Dahlia Street. Since Canna Street is the selected Alignment, Bid Item E is not factored in the low bid analysis.

Refer to **Attachment A** for the complete bid tabulation. **Table 1** shows the summary tabulations of the appropriate bid combinations based on the City's criteria previously noted.

S&GE will proceed with reviewing the low bidder's documents and references and issue a letter summarizing the results of our findings and recommendation for award.

**Table 1 - City of Pharr Water Transmission Main Improvements – Bid Results**

Bid Item		<i>Jimmy Closner &amp; Sons Construction Co., Inc.</i>	<i>OG Construction Co., LLC</i>	<i>J.M. Construction, Inc.</i>	<i>Garco Industries, Inc.</i>
A	Base Bid (Includes Option 1)	\$ 4,160,897.00	\$ 4,124,370.00	\$ 4,412,685.00	\$ 4,228,780.90
B	Additive Alternate No. 1 (12-inch WTM)	\$ 1,079,605.00	\$ 797,862.00	\$ 1,200,225.00	\$ 1,581,381.50
C	Additive/Deductive Option 2	\$ 165,560.00	\$ 725,000.00	\$ 50,000.00	\$ 721,815.00
D	Additive Alternate No. 2 (12-inch WM)	\$ 185,384.00	\$ 219,500.00	\$ 197,800.00	\$ 204,714.00
E	Additive Alternate No. 3 (Dahlia Street Reconstruction)	-	-	-	-
F	Cash Allowance	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00
G	Extra Unit Prices	\$ 249,750.00	\$ 159,500.00	\$ 180,550.00	\$ 119,750.00
	<b>Total</b>	<b>\$ 6,591,196.00</b>	<b>\$ 6,776,232.00</b>	<b>\$ 6,791,260.00</b>	<b>\$ 7,606,441.40</b>

If you any questions please let me know.

Sincerely,

S&GE, L.L.C.  
Texas Firm 8038

Javier Garcia, P.E.  
Managing Partner

Encl/as noted

xc: David Garza, Utilities Director / City of Pharr



# Attachment A

Bid Tabulation



**BID TABULATION**

Project: City of Pharr  
 Water Transmission Main Improvements  
 Bid No.: 1415-02-582-0037  
 Project # S&GE-5461



Firm Registration No. 8038  
 1803 Mozelle Street  
 Pharr, Texas 78577

Project Engineer: Javier Garcia, P.E.  
 Prepared by: Ricardo Salazar, EIT  
 Date Prepared: 11/24/15

B ADDITIVE ALTERNATE NO. 1 (12-INCH WTM) BID											
1	Not Used										
2	Clearing and Grubbing	LS	1	\$6,500.00	\$6,500.00	\$34,190.00	\$34,190.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
3	Site Restoration	LS	1	\$5,000.00	\$5,000.00	\$14,190.00	\$14,190.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
4	Hydro mulch Seeding	LS	1	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
5	Ground and Surface Water Control	LS	1	\$2,500.00	\$2,500.00	\$15,500.00	\$15,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
6	Erosion and Sedimentation Controls	LS	1	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
7	Trench Excavation Safety Protection	LF	4,730	\$1.00	\$4,730.00	\$2.00	\$9,460.00	\$5.00	\$23,650.00	\$100.00	\$473,000.00
8	Traffic Control Plan & Flagmen	LS	1	\$11,500.00	\$11,500.00	\$27,500.00	\$27,500.00	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00
9	Disinfection Testing	LS	1	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,150.00	\$3,150.00
10	Hydrostatic Testing	LS	1	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
11	8-inch C-900 DR 18 PVC Water Transmission Main (All Depth), Open Cut	LF	106	\$115.00	\$12,190.00	\$25.00	\$2,650.00	\$40.00	\$4,240.00	\$75.00	\$7,950.00
12	12-inch C-900 DR 18 PVC Water Transmission Main (All Depth), Open Cut	LF	3,863	\$95.00	\$366,985.00	\$34.00	\$131,342.00	\$70.00	\$270,410.00	\$95.00	\$366,985.00
13	12-inch C-900 DR 18 PVC in Open Trench w/ PVC Casing, (All Depth), Hibiscus	LF	885	\$220.00	\$194,700.00	\$79.00	\$69,915.00	\$285.00	\$252,225.00	\$129.50	\$114,607.50
14	12-inch C-900 DR 18 PVC in Tunnel w/ Steel Primary Liner, (All Depth), Ferguson (FM 495)	LF	140	\$450.00	\$63,000.00	\$415.00	\$58,100.00	\$500.00	\$70,000.00	\$563.00	\$78,820.00
15	12-inch C-900 DR 18 PVC in Tunnel w/ Steel Primary Liner, (All Depth), Sugar Rd.	LF	80	\$450.00	\$36,000.00	\$415.00	\$33,200.00	\$500.00	\$40,000.00	\$563.00	\$45,040.00
16	12-inch Gate Valve/w Box	EA	5	\$2,300.00	\$11,500.00	\$3,705.00	\$18,525.00	\$5,500.00	\$27,500.00	\$3,250.00	\$16,250.00
17	2-inch Combination Air Release Valve Assembly	EA	5	\$5,000.00	\$25,000.00	\$2,400.00	\$12,000.00	\$7,500.00	\$37,500.00	\$4,350.00	\$21,750.00
18	14-inch X 12-inch TS (Warren & Hibiscus St.)	EA	1	\$9,500.00	\$9,500.00	\$4,970.00	\$4,970.00	\$9,000.00	\$9,000.00	\$5,939.00	\$5,939.00
19	18-inch X 12-inch TS (Sugar & Sioux Rd.)	EA	1	\$11,500.00	\$11,500.00	\$5,370.00	\$5,370.00	\$13,000.00	\$13,000.00	\$6,750.00	\$6,750.00
20	8-inch X 8-inch TS&V w/ Box (interconnection at Hibiscus & FM 495, Goodnight Trail, and Coyote Trail)	EA	3	\$4,500.00	\$13,500.00	\$6,850.00	\$20,550.00	\$6,000.00	\$18,000.00	\$3,579.00	\$10,737.00
21	14-inch Wet Connection (Warren & Hibiscus St.)	EA	1	\$12,500.00	\$12,500.00	\$9,500.00	\$9,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
22	18-inch Wet Connection (Sugar & Sioux Rd.)	EA	1	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00
23	Street Milling and 2-inch HIMAC Type D Overlay	SY	15,200	\$15.00	\$228,000.00	\$17.00	\$258,400.00	\$21.00	\$319,200.00	\$23.95	\$364,040.00
24	12-inch X 12-inch TS&V w/Box (interconnection at Hibiscus & FM 495, Goodnight Trail, and Coyote Trail)	EA	3	\$8,500.00	\$25,500.00	\$7,500.00	\$22,500.00	\$9,500.00	\$28,500.00	\$5,621.00	\$16,863.00
25	Pavement Markings/Stripping	LS	1	\$3,500.00	\$3,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00
				\$1,079,605.00		\$797,862.00		\$1,200,225.00		\$1,581,381.50	

C ADDITIVE/DEDUCTIVE OPTION 2 BID											
1	Not Used										
2	Clearing and Grubbing	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Site Restoration	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Hydro mulch Seeding	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Ground and Surface Water Control	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Erosion and Sedimentation Controls	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Trench Excavation Safety Protection	LF	2,725	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Traffic Control Plan & Flagmen	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Disinfection Testing	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Hydrostatic Testing	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	20-inch C-905 DR 18 PVC Water Transmission Main (All Depth), Open Cut	LF	2,725	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	20-inch Gate Valve/w Box	EA	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	2-inch Combination Air Release Valve Assembly	EA	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Street Milling and 2-inch HIMAC Type D Overlay	SY	10,200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Pavement Markings/Stripping	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				\$165,560.00		\$725,000.00		\$50,000.00		\$721,815.00	

D ADDITIVE ALTERNATE NO. 2 (12-INCH WM) BID											
1	Not Used										
2	Clearing and Grubbing	LS	1	\$1,500.00	\$1,500.00	\$31,750.00	\$31,750.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
3	Site Restoration	LS	1	\$1,400.00	\$1,400.00	\$11,250.00	\$11,250.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
4	Hydro mulch Seeding	LS	1	\$4,500.00	\$4,500.00	\$750.00	\$750.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
5	Ground and Surface Water Control	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
6	Erosion and Sedimentation Controls	LS	1	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
7	Trench Excavation Safety Protection	LF	1,004	\$1.00	\$1,004.00	\$1.00	\$1,004.00	\$5.00	\$5,020.00	\$1.00	\$1,004.00
8	Traffic Control Plan & Flagmen	LS	1	\$2,300.00	\$2,300.00	\$17,500.00	\$17,500.00	\$8,500.00	\$8,500.00	\$1,500.00	\$1,500.00
9	Disinfection Testing	LS	1	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$3,150.00	\$3,150.00
10	Hydrostatic Testing	LS	1	\$900.00	\$900.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
11	12-inch C-900 DR 18 PVC Water Transmission Main (All Depth), Open Cut	LF	1,004	\$95.00	\$95,380.00	\$69.00	\$69,276.00	\$70.00	\$70,280.00	\$95.00	\$95,380.00
12	12-inch Gate Valve/w Box	EA	2	\$2,300.00	\$4,600.00	\$5,500.00	\$11,000.00	\$7,500.00	\$15,000.00	\$3,250.00	\$6,500.00
13	12-inch X 12-inch TS (N Silver Lane & Eldora Road)	EA	1	\$8,500.00	\$8,500.00	\$5,600.00	\$5,600.00	\$9,600.00	\$9,600.00	\$5,621.00	\$5,621.00
14	8-inch X 8-inch TS (Eldora Road & III-69C)	EA	1	\$5,000.00	\$5,000.00	\$3,670.00	\$3,670.00	\$6,000.00	\$6,000.00	\$3,579.00	\$3,579.00
15	12-inch Wet Connection (N Silver Lane & Eldora Road)	EA	1	\$12,000.00	\$12,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
16	8-inch Wet Connection (Eldora Road & III-69C)	EA	1	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00
17	Street Milling and 2-inch HIMAC Type D Overlay	SY	2,400	\$15.00	\$36,000.00	\$18.00	\$43,200.00	\$21.00	\$50,400.00	\$23.95	\$57,480.00
				\$185,384.00		\$219,500.00		\$197,800.00		\$204,714.00	

**BID TABULATION**

Project: City of Pharr  
 Water Transmission Main Improvements  
 Bid No.: 1415-02-582-0037  
 Project # S&GE-5461



Firm Registration No 8038  
 1803 Mozelle Street  
 Pharr, Texas 78577

Project Engineer: Javier Garcia, P.E.  
 Prepared by: Ricardo Salazar, EIT  
 Date Prepared: 11/24/15

<b>E ADDITIVE ALTERNATE NO. 3 (DAHLIA STREET RECONSTRUCTION)</b>											
1	Street Reconstruction (Dahlia Street)	SY	7,800	\$35.00	\$273,000.00	\$42.00	\$327,600.00	\$42.00	\$327,600.00	\$80.00	\$624,000.00
2	Partial Street Pavement Section Reconstruction (Dahlia Street) (Credit)	SY	2,000	-\$35.00	-\$70,000.00	-\$27.00	-\$54,000.00	-\$34.00	-\$68,000.00	-\$65.00	-\$130,000.00
3	Street Milling and 2-inch HMA Type D Overlay (Credit)	SY	7,800	-\$15.00	-\$117,000.00	-\$17.00	-\$132,600.00	-\$21.00	-\$163,800.00	-\$23.95	-\$186,810.00
				<b>\$86,000.00</b>		<b>\$141,000.00</b>		<b>\$95,800.00</b>		<b>\$307,190.00</b>	
<b>F CASH ALLOWANCE</b>											
1	BETTERMENT	LS	1	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00
				<b>\$750,000.00</b>		<b>\$750,000.00</b>		<b>\$750,000.00</b>		<b>\$750,000.00</b>	
<b>G EXTRA UNIT PRICES FOR</b>											
1	Concrete Sidewalk Repair	SY	100	\$80.00	\$8,000.00	\$33.00	\$3,300.00	\$62.00	\$6,200.00	\$50.00	\$5,000.00
2	Adjust Manhole	EA	20	\$350.00	\$7,000.00	\$1,100.00	\$22,000.00	\$500.00	\$10,000.00	\$300.00	\$6,000.00
3	Curb and Gutter Repair	LF	200	\$20.00	\$4,000.00	\$11.00	\$2,200.00	\$25.00	\$5,000.00	\$15.00	\$3,000.00
4	Remove and Replace Water Service	EA	40	\$700.00	\$28,000.00	\$825.00	\$33,000.00	\$500.00	\$20,000.00	\$350.00	\$14,000.00
5	Remove and Replace Sanitary Sewer Service	EA	40	\$800.00	\$32,000.00	\$900.00	\$36,000.00	\$500.00	\$20,000.00	\$500.00	\$20,000.00
6	Type D HMA Mill & Overlay	SY	250	\$15.00	\$3,750.00	\$17.00	\$4,250.00	\$32.00	\$8,000.00	\$30.00	\$7,500.00
7	Chain Link Fence Repair (Use New Material for Repairs)	LF	50	\$40.00	\$2,000.00	\$25.00	\$1,250.00	\$27.00	\$1,350.00	\$35.00	\$1,750.00
8	Curb Inlet Replacement	EA	5	\$8,500.00	\$42,500.00	\$2,750.00	\$13,750.00	\$1,000.00	\$5,000.00	\$5,500.00	\$27,500.00
9	Flowable Fill	CY	350	\$350.00	\$122,500.00	\$125.00	\$43,750.00	\$300.00	\$105,000.00	\$100.00	\$35,000.00
				<b>\$249,750.00</b>		<b>\$159,500.00</b>		<b>\$180,550.00</b>		<b>\$119,750.00</b>	

\* Red values indicate mathematical errors; per bidding documents unit pricing governs (Section 00210, Paragraph 1.37)

		Jimmy Closser & Sons Construction Co., Inc.	OG Construction Company, LLC	J.M. Construction, Inc.	Garco Industries Inc.
BID ITEM A	BASE BID (INCLUDES OPTION 1):	\$4,160,897.00	\$4,124,370.00	\$4,412,685.00	\$4,228,780.90
BID ITEM B	ADDITIVE ALTERNATE NO. 1 (12-INCH WTM) BID:	\$1,079,605.00	\$797,862.00	\$1,200,225.00	\$1,581,381.50
BID ITEM C	ADDITIVE/DEDUCTIVE OPTION 2 BID:	\$165,560.00	\$725,000.00	\$50,000.00	\$721,815.00
BID ITEM D	ADDITIVE ALTERNATE NO. 2 (12-INCH WM) BID:	\$185,384.00	\$219,500.00	\$197,800.00	\$204,714.00
BID ITEM E	ADDITIVE ALTERNATE NO. 3 (DAHLIA STREET RECONSTRUCTION):	\$86,000.00	\$141,000.00	\$95,800.00	\$307,190.00
BID ITEM F	CASH ALLOWANCE:	\$750,000.00	\$750,000.00	\$750,000.00	\$750,000.00
BID ITEM G	EXTRA UNIT PRICES:	\$249,750.00	\$159,500.00	\$180,550.00	\$119,750.00

**City of Pharr Water Transmission Main Improvements Project  
Reference Verification Summary  
Jimmy Closner & Sons Construction Co. Inc.  
December 7, 2015**

Person contacted:

**24" Treated Transmission Water Line Loop  
Brownsville, Texas  
Project Budget: \$1.0M  
Brownsville Public Utilities Board  
Omar Anzaldua  
(956) 346-2939**

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).  
***Yes. Contractor is very responsible of their contractual available time.***
  
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?  
***Yes. Change Order driven by owner, due to additional work requested by BPUB. Contractor place additional fire hydrants and other unforeseen items.***
  
3. Is there any reason you would not use this contractor for future work?  
***No. Would use them again for any other project.***
  
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?  
***No. Same staff was present from initial project start to the end.***
  
5. What was their safety record?  
***None.***

**City of Pharr Water Transmission Main Improvements Project  
Reference Verification Summary  
Jimmy Closner & Sons Construction Co. Inc.  
December 7, 2015**

Person contacted:

**Robindale Road Bore 24" Casing  
Brownsville, Texas  
Project Budget: \$80,000.00  
Brownsville Public Utilities Board  
Omar Anzaldua  
(956) 346-2939**

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).  
***Yes. Contractor is very responsible of their contractual available time.***
  
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?  
***No change orders were done.***
  
3. Is there any reason you would not use this contractor for future work?  
***No. Would use them again for any other project. Contractor is one of the top contractors they have worked with.***
  
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?  
***No. Same staff was present from initial project start to the end.***
  
5. What was their safety record?  
***None.***

**City of Pharr Water Transmission Main Improvements Project  
Reference Verification Summary  
Jimmy Closner & Sons Construction Co. Inc.  
December 7, 2015**

Person contacted:

**Kemosabe Business Park Waterline  
Cotulla, Texas  
Project Budget: \$600,000.00  
LNV Engineers  
Richard Correa  
(956) 627-3979**

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).  
***Yes. Contractor was always available to LNV Engineers and the Owner. They are easy to work with.***
  
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?  
***No. Everything was done as design and everything ran smooth during construction phase.***
  
3. Is there any reason you would not use this contractor for future work?  
***No. Would like to work with contractors like this on all projects and would recommend them for any job.***
  
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?  
***No. Contractor keep same staff members the entire project duration.***
  
5. What was their safety record?  
***None. Contractor was constantly looking for the safety of their staff and safety of the community within the construction area.***

**City of Pharr Water Transmission Main Improvements Project  
Reference Verification Summary  
Jimmy Closner & Sons Construction Co. Inc.  
December 7, 2015**

Person contacted:

**North South Padre Island Water & Wastewater Utilities Extension**

**South Padre Island, Texas**

**Project Budget:**

**Laguna Madre Water District**

**Victor Valdez**

**(956) 943-2626**

1. Did they meet the schedule? If not, were the delays contractor caused, or caused by other factors (owner, utilities, weather, etc).  
**Yes.**
  
2. Did the Contractor initiate claims or change orders? If so, where these resolved satisfactorily with the Owner/Engineer?  
**No.**
  
3. Is there any reason you would not use this contractor for future work?  
**No. Would use service again.**
  
4. Did they change project managers/superintendents during the construction period? If so, how many times and did they follow contractual requirements for these changes in personnel?  
**No.**
  
5. What was their safety record?  
**None.**

## SUMMARY BID TABULATION

**TABLE 1 - BID ITEM A (INCLUDES OPTION 1)**

Description	Bid Item Designation	Bid Amount
Bid Item A- Base Bid (Includes Option 1) <sup>1</sup>	A	
<b>Total Lump Sum Bid Item A</b>	<b>A</b>	

<sup>1</sup> Option 1 includes the 20-inch WTM alignment along Dahlia Street.

**TABLE 2 - BID ITEM A (INCLUDES OPTION 1) & BID ITEM C (ADD/DEDUCT OPTION 2)**

Description	Bid Item Designation	Bid Amount
Bid Item A- Base Bid (Includes Option 1) <sup>1</sup>	A	
Bid Item C- Add/Deduct (Option 2) <sup>2</sup>	C	
<b>Total Lump Sum Bid Item A &amp; C</b>	<b>A &amp; C</b>	

<sup>1</sup> Option 1 includes the 20-inch WTM alignment along Dahlia Street.

<sup>2</sup> Option 2 represents add/deduct of Option 1 to route 20-inch WTM along Canna St. instead of Dahlia Street.

**TABLE 3 - BID ITEM A (INCLUDES OPTION 1)**

<b>Description</b>	<b>Bid Item Designation</b>	<b>Bid Amount</b>
Total Lump Sum Bid Item A (Total from Table 1) <sup>1</sup>	A	
Bid Item B- Additive Alternate No. 1	B	
Bid Item D- Additive Alternate No. 2	D	
Bid Item E- Additive Alternate No. 3	E	
Bid Item F- Cash Allowance	F	\$750,000
Bid Item G- Extra Unit Prices	G	
<b>Total Lump Sum Bid Item A</b>	<b>A, B, D, E, F, &amp; G</b>	

<sup>1</sup> Option 1 includes the 20-inch WTM alignment along Dahlia Street.

**TABLE 4 - BID ITEM A (INCLUDES OPTION 1) & BID ITEM C (ADD/DEDUCT OPTION 2)**

<b>Description</b>	<b>Bid Item Designation</b>	<b>Bid Amount</b>
Total Lump Sum Bid Item A & C (Total from Table 2) <sup>2</sup>	A & C	
Bid Item B- Additive Alternate No. 1	B	
Bid Item D- Additive Alternate No. 2	D	
Bid Item D- Additive Alternate No. 3	E	
Bid Item F- Cash Allowance	F	\$750,000
Bid Item G- Extra Unit Prices	G	
<b>Total Lump Sum Bid Item A &amp; C</b>	<b>A, B, C, D, E, F, &amp; G</b>	

<sup>1</sup> Option 1 includes the 20-inch WTM alignment along Dahlia Street.

<sup>2</sup> Option 2 represents add/deduct of Option 1 to route 20-inch WTM along Canna St. instead of Dahlia Street.

**AIS SECTION 21 COMPLIANCE**

Provide total project cost increase to comply with Section 21 American Iron and Steel (AIS) requirements ("Buy American Clause") as outlined in the TWDB supplemental conditions (TWDB-0550).

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## MEMORANDUM

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**DATE:** MONDAY, DECEMBER 14, 2015

**TO:** MAYOR AND CITY COMMISSION

**THROUGH:** JUAN GUERRA, CITY MANAGER

**FROM:** MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

**SUBJECT:** AWARDING BID FOR MOWING SERVICES OF WEEDY LOTS AND ACREAGE.

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### ISSUE

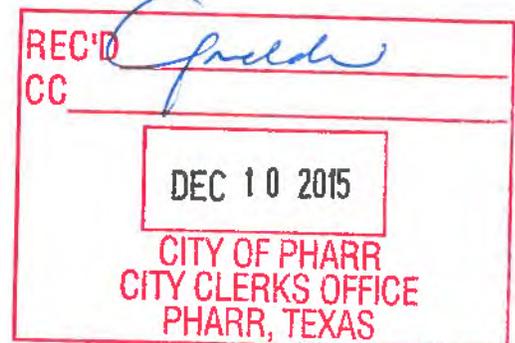
On November 17, 2015 the City Commission granted authorization to advertise for bids for weedy lot contractor(s) to fulfill requirements for mowing services for weedy lots. The scope of work includes mowing, curb clean-up and minor tree clearing.

### FINANCIAL CONSIDERATION

The contract will be at no cost from general funds, it will be from revenue funds that are generated from the collection of weedy lot(s).

### STAFF RECOMMENDATION

Staff recommends approval to award the contract for labor of mowing services for weedy lots to TDL Tractor and Lawn Services.



## Bid Tabulation 12/9/15

Name	Alley and Easements	6,000-10,000 sq. ft.	10,000 sq. ft. and above by acres	City Right of Way
Palm Valley Maintenance	\$0.042	\$0.012	\$0.011	\$0.011 per sq. ft.
Encino Construction	\$700.00	\$590.00	\$950.00	\$800.00
Molina's Landscaping	\$35.00	\$65.00	\$80.00	\$3000.00 (per cut)
Maldonado's Nursery and Landscaping	\$0.006	\$0.009	\$0.008	\$3750.00 (per cut)
TDL Tractor and Lawn Services	\$25.00	\$55.00	\$65.00	No response