



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, JUNE 5, 2017**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing body.

B) Pledge of Allegiance/Invocation.

2. PUBLIC COMMENTS/PUBLIC HEARINGS:

A) PUBLIC COMMENTS: *(Ordinance No. O-2015-28) A registered speaker may speak on several items or topics of public concern; however, a speaker may not exceed three (3) minutes as a whole when addressing the board. A registered speaker may not donate time to another speaker. No more than five (5) registered persons may speak at a scheduled meeting. A sign-in form must be filled out prior to the meeting to allow the registered speaker to address the governing body.*

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: *(Ordinance No. O-2015-28). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.*

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

A) City Engineer's Report. (ENGINEERING)

B) City Events of Interest. (ADMINISTRATION)

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 May 15, 2017 City Commission Regular Called Meeting; May 15, 2017 Special Called Meeting; and May 18, 2017 Special Called Meeting. (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance establishing requirements, administrative approval, routes for all 5k,10k, and Half Marathon events and other applicable activities. - **3rd & Final Reading** (PARKS/PAL)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O- 84-42 decreasing members of Parks & Recreation Committee from nine (9) to seven (7). **Adoption on 1st Reading.** (PARKS/PAL)

D) Consideration and action, if any, on Resolution authorizing participation in the Texas Short Term Asset Reserve Program (TEXSTAR) and designating authorized representatives. (FINANCE)

E) Consideration and action, if any, on Resolution authorizing participation in IBC Bank-Certificate of Deposit and designating authorized representatives. (FINANCE)

F) Consideration and action, if any, on Resolution authorizing participation in Frost Bank-Certificate of Deposit and designating authorized representatives. (FINANCE)

G) Consideration and action, if any, on Resolution calling the Redemption of Certain City of Pharr Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2012; Directing the Redemption of Such Bonds; and Containing Other Matter Related Thereto. (FINANCE)

H) Consideration and action, if any, on acceptance of the Pharr-Reynosa International Bridge Sealed Expansion Joint Repair Project as complete, and authorization to release final payment and retainage in the amount of \$ 83,355.30 (Bid No. 1516-70-510-0024) (ENGINEERING)

I) Consideration and action, if any, approving list and Public Auction of city departments surplus, awarded, unclaimed and seized property. (POLICE)

J) Consideration and action, if any, on agreement between City of Pharr and Bond & Bond Auctioneers & Realty for an Auction of City Surplus Property. (POLICE)

K) Consideration and action, if any, to enter into an agreement with The Wendorf Detective Agency for professional services. (HR)

L) Consideration and action, if any, on renewal of Memorandum of Understanding / Certification of Commercial Vehicle Enforcement Authority between Texas Department of Public Safety and the Pharr Police Department. (POLICE)

M) Consideration and action, if any, on request from Mesquite Treatment Center, LLC. for the usage of the Parks and Recreation Conference Room for their summer outpatient program. (PARKS/PAL)

N) Consideration and action, if any, on approval of Change Order Number 2 for the Downtown Street Lights Improvements Project. (ENGINEERING)

O) Consideration and action, if any, on Special Sponsorship for Mexico's 78th Annual National Customers Brokers Association Conference. (BRIDGE)

P) Consideration and action, if any, on Development Services Cases: (ADMINISTRATION)

1. Sabor de la Frontera Restaurante, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).The property is legally described as Lot 2, Cantu-Guerra Subdivision No. 2, Pharr, Hidalgo County, Texas. The property's physical address is 405 North Veterans Boulevard.
CUP#170424

2. Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 1000 North Cage Boulevard, Suite A.
CUP#150325

3. RGV Pizza Hut, LLC d/b/a Pizza Hut of Pharr, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).The property is legally described as being the North 256.0'-East 125.0' of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 1001 West Highway 83.
CUP#010519

AGENDA REGULAR MEETING
June 5, 2017

4. Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C).The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas.The property's physical address is 1050 North Sugar Road. **SOB#001254**

PLATS:

1. Rolando Cruz, representing Jorge Salazar, is requesting final plat approval of the proposed Jade Subdivision.The property is legally described as being a 2.046 acres of land being a re-plat of all of Lot 34, Beamsley Subdivision, Pharr, Hidalgo County, Texas.The property is located at the 1100 Block of West Eisenhower Street.
SUB#160615

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance adopting and establishing procedures/requirements to create a parking management use district. **1st Reading** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-76-09 Beautification Committee. **Adoption on 1st Reading** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem. (ADMINISTRATION)

D) Consideration and action, if any, on Resolution appointing five (5) members to the Beautification Committee. (ADMINISTRATION)

E) Consideration and action, if any, on Resolution appointing/re-appointing seven (7) members to the Parks & Recreation Committee. (ADMINISTRATION)

F) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #1. (ADMINISTRATION)

G) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #2. (ADMINISTRATION)

H) Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Economic Development Corporation II Board of Directors. (ADMINISTRATION)

I) Consideration and action, if any, on Resolution appointing/re-appointing three (3) regular members of the Board of Adjustment. (DEVELOPMENT SERVICES)

J) Consideration and action, if any, on Resolution appointing/re-appointing five (5) members to the Bridge Board. (ADMINISTRATION)

K) Consideration and action, if any, on Resolution authorizing the creation of a 9-1-1 Emergency Communications Center for the City of Pharr, allocate funds, re-assign, create or hire personnel, create a 9-1-1 Communications Advisory Board and perform such modifications or changes as needed. (ADMINISTRATION)

6. ADMINISTRATIVE:

A) Consultation with the Board of Commissioners on Directors yearly evaluations. (ADMINISTRATION)

B) Consultation with the Board of Commissioners on City Manager evaluation. (ADMINISTRATION)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, giving the Mayor authority to negotiate and enter into employment contracts for both the Asst. City Manager and City Manager. (LEGAL)

B) Consideration and action, if any, on addendum to Project Agreement for Construction Manager Services. (ADMINISTRATION)

C) Consideration and action, if any, authorizing City Manager to enter into a professional services agreement with CREATE THE BRIDGE for the development of a mobile application. (INNOVATION & TECHNOLOGY)

D) Consideration and action, if any, on award of Service Contract for Used Tires and Rubber Scrap Removal and Disposal/Recycling Services. (Bid No. 1617-01-517-0034) (PUBLIC WORKS)

E) Consideration and action, if any, on award of contract for the Jackson Rd. and Cage Blvd. Raised Medians Construction Project Bid No. (1617-01-528-0027). (ENGINEERING)

F) Consideration and action, if any, on contract with Cameron County Regional Mobility Authority (CCRMA) for a Toll Collection System. (BRIDGE)

G) Consideration and action, if any, on Professional Service Agreement and Lobbying Services to remodel and reconfigure a third lane that will allow the access of empty trucks and passenger vehicles from the highway to the toll station/CAPUFE. (BRIDGE)

H) Consideration and action, if any, on terminating contract with ING a.k.a. VOYA Financial for group deferred tax sheltered annuity and group deferred annuity contract. (HR)

8. LEGAL:

A) Legal consultation, and consideration and action, if any, on City of Pharr v. Ken Paxton, Attorney General of Texas, D-1-GN-16-003632. (LEGAL)

B) Legal consultation, and consideration and action, if any, on contract concerning Texas Resource Consultants. (LEGAL)

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.*

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 City of Pharr v. Ken Paxton, Attorney General of Texas D-1-GN-16-003632; contract concerning Texas Resource Consultants; 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.

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

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

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

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext. 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 2nd day of June, 2017 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 2nd day of June, 2017.

HILDA PEDRAZA, TRMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: May 25, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: System Administrator

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 05/25/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: May 25, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: System Administrator

DIRECTOR:

Agenda Item: PUBLIC HEARING ON DEVELOPMENT SERVICES CASES
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Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 05/25/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: May 29, 2017

MEETING DATE: June 5, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: N/A

Staff Recommendation:

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 05/29/2017

Omar Anzaldua

Approved - 05/29/2017

Karla Moya

Approved - 05/30/2017

Patricia Rigney

Approved - 05/30/2017

City Management Office

Final Approval - 05/31/2017

Design Phase

- ☐ **Proposed Traffic Signal Improvements at Kelly Ave & Eldora Rd**
- ☐ **Jackson Road And Cage Boulevard Raised Medians Construction Project**
- ☐ **Various Park Designs-2016**
- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **365 Tollway Utility Adjustments**
- ☐ **South Pharr Water Tower Rehabilitation**
- ☐ **Jones Box Park Landscape and Irrigation Improvements**

Construction Phase

- ☐ **South Pharr Development and Research Center (Part A)**
- ☐ **South Pharr Exhibit Hall**
- ☐ **Jones Box Park Parking Lot Improvements**
- ☐ **Owassa Road Improvements**
- ☐ **West Moore Rd Improvements**
- ☐ **Single Machine Repaving Project Year 2**
- ☐ **Downtown Street Lighting Improvement**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Waterline Transmission Improvements**
- ☐ **Lift Station 25 & 16-in Forcemain Improvements**
- ☐ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ☐ **Fire Station No. 3 Renovations**

Project Name:	Proposed Traffic Signal Improvements at Kelly Ave. & Eldora Rd.
Design Engineer:	Aldaña Engineering & Traffic Design, LLC
Description:	This existing intersection is presently un-signalized. The proposed traffic signal will include traffic signal poles and arms, traffic signal controller & cabinet,
Status:	Bids were received May 25, 2017, the apparent low bidder is D & G Energy Corporation in the amount of \$232,764.75

Project Name:	Jackson Rd and Cage Blvd Raised Medians
Design Engineer:	R. Gutierrez Engineering Corp.
Description:	Construction of raised concrete medians, and pavement striping along Jackson Rd and Cage Blvd.
Status:	Bids were received May 25, 2017, the apparent low bidder is Filegonia Construction LLC, in the amount of \$247,935.30

Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Contracts have been executed by both parties, and will schedule a kickoff meeting with all stakeholders

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Contracts have been executed by both parties, and will schedule a kickoff meeting with all stakeholders

Project Name:	Various Park Design-2016
Design Engineer:	Halff & Associates
Description:	Various Park Improvements at the following Parks: • Allen & William Arnold Elementary City/School Park • Cesar Chavez Elementary City/School Park • Dr. William Long Elementary City/School • Bike Trail in Floodway • Ford Elementary City/School Park • Nature Park • Splash Pad at Allen & William Arnold
Status:	• Allen & William Arnold Park - 50% Design Complete • Allen & William Arnold Park Splash Pad – 50% Design Complete • Nature Park – 40% Design Complete • Cesar Chavez – 50% Design Complete • Dr. William Long – 50% Design Complete • Bike Trail – 40% Design Complete – Not much room for this park due to agreement with PSJA to farm this land. • Ford Park – 50% Design Complete

Project Name	South Pharr Development and Research Center Part A		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$2,433,000	Contract Time	240 days
Notice to Proceed	4/9/2017	Contract Time Used:	20%

Description: Construction of South Pharr Development and Research Center consisting of approximately 15,398 s.f. masonry building.

Status: Cosntruction is approximately 10.28% Complete

Pictures:



Project Name	South Pharr Exhibit Hall		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$1,209,000	Contract Time	240 days
Notice to Proceed	4/9/2017	Contract Time Used:	20%
Description: South Pharr Exhibit Hall will consist of a new one story masonry building approximately 9,000 s.f. in size			
Status: Cosntruction is approximately 10.28% Complete			
Pictures:			
			
			

Project Name:	Jones Box Park Parking Lot Improvements		
Engineer	Melden & Hunt		
Contractor	Mor-Wil, LLC		
Contract Amount	\$579,410	Contract Time	120
Notice to Proceed	1/19/2017	Contract Time Used:	106%

Description: Construction of a new parking lot and various, walking trail resurfacing, Basketball courts and soccer fields.

Status: Construction is approximately 67% complete

Pictures:



Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsj		
Contractor	IOC, Company		
Contract Amount	\$5,206,108	Contract Time	438 days
Notice to Proceed	3/23/2017	Contract Time Used:	15%

Description: Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements.

Status: Construction is Ongoing. Contractor is working on the drainage improvements

Pictures:



Project Name:	West Moore Rd Improvements		
Engineer	Melden & Hunt		
Contractor	Texas Cordia Construction		
Contract Amount	\$332,153	Contract Time	30 days
Notice to Proceed	3/29/2017	Contract Time Used:	90%

Description: Reconstruction of West Moore Rd and the widening of Moore Rd at Jackson Rd. and Cage Blvd Intersections

Status: Mainlanes are complete, Design engineer is coordinating with TXDOT pertaining ramp modifications for Cage and Jackson Rd to move forward on the intersction widening.

Pictures:



Project Name:	Single Maching Repaving Project Year 2		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$2,245,619	Contract Time	180 days
Notice to Proceed	1/23/2017	Contract Time Used:	68%

Description: Repaving of residential streets, in North, Central and South Pharr

Status: Construction is Ongoing

Pictures:



Project Name:	Downtown Street Lighting Improvement		
Engineer	SDI		
Contractor	OCL Enterprises, LLC		
Contract Amount	\$181,050	Contract Time	120days
Notice to Proceed	3/23/2017	Contract Time Used:	53%

Description: Improve lighting along N. Cage Blvd from Polk Ave. to Business 83.

Status: Project is 83% complete. All light poles are in place including fixtures. Awaiting AEP to install power poles to begin testing of the lights

Pictures:



Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	\$273,500	Contract Time	365 days
Notice to Proceed	4/21/2017	Contract Time Used:	10%

Description: Build a new 1 Million Gallon Composite Elevated Storage Tank

Status: Construction is Ongoing

Pictures:



Project Name:	Waterline Transmission Improvements		
Engineer	S&GE, LLC		
Contractor	Jimmy Closner & Sons		
Contract Amount	\$6,591,196	Contract Time	540 days
Notice to Proceed	3/15/2016	Contract Time Used:	81%

Description: Construction of a 20-in and 16-in water transmission main from the Water Treatment Plant (WTP) Booster Pump Station to the Expressway and JBJ Elevated Storage Tank.

Status: Construction is Ongoing

Pictures:



Project Name:	Lift Station 25 & 16-in Forcemain Improvements		
Engineer	S&GE, LLC		
Contractor	Saenz Brothers Construction, LLC		
Contract Amount	\$2,715,364	Contract Time	360 days
Notice to Proceed	8/2/2017	Contract Time Used:	83%

Description: New Liftstation and 16-in Forcemain Improvements

Status: Construction is 56% Complete

Pictures:



Project Name:	Wastewater Treatment Plant Clarifier No. 2 Rehabilitation		
Engineer	SG&E		
Contractor	JMJ Constructors Inc.		
Contract Amount	\$532,725	Contract Time	270 days
Notice to Proceed	1/3/2017	Contract Time Used:	53%
Description: Install a new Clarifier at the Wastewater Treatment Plant Clarifier No. 2			
Status: Clarifier mechanism is scheduled to arrive on the week of June 19th. Demolition will begin June 5			
Pictures: None			



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 06/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: May 19, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for May 15, 2017 City Commission Regular Called Meeting; May 15, 2017 Special Called Meeting; and May 18, 2017 Special Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: N/A

Staff Recommendation: Approve minutes as submitted.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 05/19/2017
Final Approval - 05/31/2017

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MAY 15, 2017
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, May 15, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Pro-Tem Oscar Elizondo, Jr.
Comm. Edmund Maldonado
Comm. Ricardo Medina

STAFF PRESENT: Juan G. Guerra, City Manager
Edward Wylie, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Cantu, HR Director
Ruben Villescas, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Eddie De Leon, Public Utilities Dept.
Sergio Alains, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Luis Bazan, Bridge Director
Victor Perez, PEDC II Director

CITY ATTORNEY Patricia Rigney, Attorney

ITEM 1. CALL TO ORDER

Mayor Hernandez called the meeting to order at 5:06 p.m. Roll Call established a quorum.

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

No action on excusing the absent members was taken by Board of Commissioners.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Juan G. Guerra, City Manager, led in the pledge of allegiance and Ruben Villescas said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING MOTORCYCLE SAFETY AND AWARENESS MONTH (ADMINISTRATION)

Mayor Hernandez read proclamation proclaiming May 2017 as Motorcycle Safety and Awareness Month. Andrew Canon received the proclamation and stated the motorcyclists have all the same rights and privileges as any motor vehicle driver on the roadway with a difference that motorcyclists are unprotected and more prone to injury. He encouraged drivers to safely share the road with motorcyclist and give them the respect on the road they deserved. He further thanked the Commission for supporting the biking community.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Juan G. Guerra, City Manager, introduced the item and called up on Kenneth Fletcher. Mr. Fletcher was not present.

Karla Cantu approached the podium and thanked staff for the bike lanes on Cage Blvd. She further suggested that a ribbon cutting for bike lines takes place and invite the surrounding communities to come to the city of Pharr.

Eloy Salazar, Assistant Fire Chief, stated they were registered as Team Pharr and invited the community to join their team. He also stated they provide safety courses and were planning a bike route in the city.

B) PUBLIC COMMENTS

Juan G. Guerra, City Manager, introduced the item and stated no one signed up.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF APRIL 2017 TAX COLLECTION REPORT (FINANCE)

Juan G. Guerra, City Manager, introduced the tax collection report for the month of April 2017 and reported current and delinquent taxes were up.

B) SUBMISSION OF MAY 2017 SALES TAX COLLECTION REPORT (FINANCE)

Juan G. Guerra, City Manager, introduced the sales tax report for the month of May 2017 and reported sales tax were up 1.18%. He stated this was good news and the City of Pharr was fiscally strong.

C) COMPREHENSIVE QUARTERLY FINANCIAL REPORT AS OF MARCH 31, 2017 (FINANCE)

Juan G. Guerra, City Manager, introduced the item and stated Finance Director was in the audience and questions could be entertained at this time. There were no questions.

D) CITY EVENTS OF INTEREST (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the events on interest and reported Pharr IT will be cosponsoring a robotics competition with Texas Workforce Solutions on May 17, 2017 from 9:00 a.m. to 1:00 p.m. at the HEB Stadium. He further stated PSJA ISD, McAllen, Mission, and Sharyland ISD will be in attendance.

Juan G. Guerra, City Manager, stated Public Works would be conducting the Monthly Operation Clean Sweep (OCS) on Saturday, May 20, 2017 at the Pharr Sports Complex, 100 E. Moore Road, starting at 8:00 am.

Juan G. Guerra, City Manager, reported on upcoming events at the Boggus Ford Events Center and announced the Pharr Aquatic Center would be opening on Saturday, May 27, 2017 for the 5th Summer Season.

Juan G. Guerra, City Manager, reported today May 15th, 2017 was National Peace Officers Memorial Day which falls in National Police Week. He stated National Police Week recognizes law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. Mr. Guerra stated a Police Memorial Ceremony would take place on May 16th, 2017 at 10:00 a.m. at the Pharr Police Department at 1900 S. Cage Blvd. and a Police Memorial Blue Mass would take place on May 17, 2017 at 11:00 a.m. at Templo Bethel, 400 S. Veterans Blvd. to commemorate our fallen police officers.

At this time, Mr. Guerra asked for a moment of silence for Police Officer Jorge Luis Garcia, who paid the ultimate sacrifice with his life in order to serve and protect the citizens of Pharr.

ITEM 5. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR MAY 1, 2017 CITY COMMISSION REGULAR CALLED MEETING (ADMINISTRATION)

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING O-2003-04 (TELEPHONE, RADIO, CELLULAR, TELEVISION AND/OR TELECOMMUNICATIONS TOWERS AND ANTENNAS) - 3RD & FINAL READING (DEVELOPMENT SERVICES)

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE ESTABLISHING REQUIREMENTS, ADMINISTRATIVE APPROVAL, ROUTES FOR ALL 5K,10K, AND HALF MARATHON EVENTS AND OTHER APPLICABLE ACTIVITIES - 2ND READING (PARKS/PAL)

D) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD TO WAIVE RENTAL FEES FOR THE USE OF THE TIERRA DEL SOL BANQUET ROOM ON MAY 25-26, 2017 FOR THEIR PRINCIPAL'S BANQUET (PARKS/PAL)

E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD TO WAIVE RENTAL FEES FOR USE OF THE BOGGUS FORD EVENTS CENTER ON TUESDAY, MAY 16, 2017 FOR THEIR STUDENT GRADUATE RECOGNITION BREAKFAST (EVENTS CENTER)

F) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD TO WAIVE RENTAL FEES FOR THE USE OF THE JOSE "PEPE" SALINAS MEMORIAL CIVIC CENTER ON TUESDAY, MAY 16, 2017 FOR THEIR END OF THE YEAR SHOW (PARKS/PAL)

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 2 PHASE B (ENGINEERING)

H) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:

1. OSCAR BARRERA D/B/A TEXAS THEATER BALLROOM, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOTS 10-12 AND N115.5' OF LOT 13, BLOCK 1, J.T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 115 EAST NEWCOMB (PARK) AVENUE. CUP#080419

2. LUBY'S BEVCO INC. D/B/A LUBY'S CAFETERIA, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1, EL CENTRO MALL NO. 2

SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1900 WEST IH-2. CUP#130419

3. STEPHANIE B. PALACIOS, D/B/A HUKAH SPOT, 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 LOTS 9 AND 10, BLOCK 1, AMENDED PLAT OF MAYFAIR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 3914 NORTH JACKSON ROAD. CUP#150957

4. R.E. GARCIA AND ASSOCIATES, REPRESENTING FE-MA ENTERPRISES, INC., FELIX CHAVEZ, JR., DIRECTOR AND OWNER, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-1). THE PROPERTY IS LEGALLY DESCRIBED AS BEING 4.07 ACRES, MORE OR LESS, OUT OF LOT 207, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED WITHIN THE 700 BLOCK OF EAST RIDGE ROAD. COZ#170423

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

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

Ordinance No. O-2017-18 and Ordinance No. O-2017-19 are filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING A MAYOR PRO TEM AND ALTERNATE MAYOR PRO TEM (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and no action was needed.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DESIGNATING THE DATE AND TIME OF REGULAR CITY COMMISSION MEETINGS (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item. He stated the dates of the meetings will remain the same every first and third Monday of the month and asked the Commission for suggestions on the time of the meetings.

Comm. Guajardo **moved** to designate the time of 4:00 p.m. Mayor Hernandez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2017-32 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING THREE (3) MEMBERS TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS (PEDC II)

Juan G. Guerra, City Manager, introduced the item and no action was needed.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING/RE-APPOINTING THREE (3) REGULAR MEMBERS OF THE BOARD OF ADJUSTMENT (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and no action was needed.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON THE REQUEST TO APPEAL THE DEADLINE FOR RELOCATION AS DIRECTED BY THE PLANNING AND ZONING COMMISSION (DEVELOPMENT SERVICES)

Juan G. Guerra, City Manager, introduced the item and briefly stated this was for Trancasa. He stated staff recommended the request for extension of time be granted with the Attorneys of both sides ironing out the details.

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

ITEM 8. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR PURCHASE OF LIQUID AMMONIUM SULFATE (BID NO.1617-02-582-0032) FOR THE WATER TREATMENT PLANT (PUBLIC UTILITIES)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended Chemtrade Chemicals.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR PURCHASE OF ALUMINUM SULFATE LIQUID POLYMER BLEND (BID NO. 1617-02-582-0033) FOR THE WATER TREATMENT PLANT (PUBLIC UTILITIES)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended Chemtrade Chemicals.

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

C) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE SOUTH PHARR WATER TOWER REHABILITATION (BID NO. 1617-01-528-0031) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated staff recommended Blastco Texas, Inc. in the amount of \$127,600.

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

D) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH PSJA ISD FOR CITY OF PHARR TO USE DR. WILLIAM LONG ELEMENTARY FIELDS FOR INDEPENDENCE DAY FAMILY FESTIVAL ON SATURDAY, JULY 1, 2017 (EVENTS CENTER)

Juan G. Guerra, City Manager, introduced the item and briefly stated this was the City of Pharr first 4th of July festival and fireworks and recommended approval.

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

E) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NUMBER 1 FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 2 (BID NO. 1617-01-528-0017) (ENGINEERING)

Juan G. Guerra, City Manager, introduced the item and stated the change order was in the additional amount of \$561,404 to be able to do more streets. He further recommended approval.

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

F) CONSIDERATION AND ACTION, IF ANY, ON VENDOR AGREEMENT WITH COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY AND CITY OF PHARR ON BRAVO ZULU GRANT TO ASSIST VETERANS IN NEED WITH THEIR WATER BILL (FINANCE)

MINUTES: REGULAR CALLED MEETING
MAY 15, 2017

Juan G. Guerra, City Manager, introduced the item and stated this was at no cost to the city and recommended approval.

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

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

None.

ITEM 10. RECONVENE

None.

ITEM 11. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:24 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 15th DAY OF MAY 2017 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

MINUTES: REGULAR CALLED MEETING
MAY 15, 2017

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, MAY 15, 2017 AT 5:30 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, May 15, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto Carrillo
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Comm. Oscar Elizondo, Jr.
Comm. Edmund Maldonado, Jr.
Comm. Ricardo Medina

STAFF PRESENT: Juan G. Guerra, City Manager
Edward Wylie, Asst. City Manager
Hilda Pedraza, City Clerk
Imelda Barrera, Asst. City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Cantu, HR Director
Ruben Villescas, Police Chief
Leonardo Perez, Fire Chief
Melanie Cano, Development Services Dir.
Eddie De Leon, Public Utilities Dept.
Sergio Alains, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Luis Bazan, Bridge Director
Victor Perez, PEDC II Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

Mayor Hernandez called the meeting to order at 5:31 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 the absent members. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

ITEM 2. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AND ORDER CANVASSING THE ELECTION RESULTS FOR THE GENERAL MUNICIPAL ELECTION HELD MAY 6, 2017 (ADMINISTRATION)

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

Hilda Pedraza, City Clerk, went over the ordinance declaring the results of the May 6, 2017 election. She stated for Commissioner Place No. 2 Raul Gonzalez received 1,486 (34.86%) votes and Roberto "Bobby" Carrillo received 2,777 (65.14%) votes. For Commissioner Place No. 3 Ramiro Caballero received 2,829 (66.28 %) votes and Michael Pruneda received 1,439 (33.72%) votes. For Commissioner Place No. 4 Daniel Chavez received 2,743 (64.53%) votes and San Juanita Elizondo Crum received 1,508 (35.47%) votes. Therefore, for Commissioner Place 2, Roberto "Bobby" Carrillo" received the majority of the votes to take office; for Commissioner Place 3, Ramiro Caballero received the majority of the votes to take office; and for Commissioner Place 4, Daniel Chavez received the majority of the votes to take office.

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

Ordinance No. O-2017-20 is filed with the City Clerk's Office.

ITEM 3. ADMINISTRATIVE

A) OATH OF OFFICE FOR NEWLY ELECTED COMMISSIONERS (ADMINISTRATION)

At this time, Juan G. Guerra, City Manager, lead in the pledge of allegiance and Priest Alma Morales said the invocation.

Judge Rudy Gonzalez administered the Oath of Office to Commissioner Roberto "Bobby" Carrillo.

Judge Jerry Munoz administered the Oath of Office to Commissioner Ramiro Caballero.

District Attorney Ricardo Rodriguez administered the Oath of Office to Commissioner Daniel Chavez.

ITEM 8 ADJOURNMENT:

There being no other business to come before the board, Comm. Caballero **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:45 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 15th DAY OF MAY 2017 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, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
THURSDAY, MAY 18, 2017 AT 7:15 P.M.
118 SOUTH CAGE 2ND FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Thursday, May 18, 2017 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Comm. Roberto Carrillo
Comm. Eleazar Guajardo
Comm. Ramiro Caballero
Comm. Daniel Chavez

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Ricardo Medina
Comm. Mario Bracamontes

STAFF PRESENT: Juan G. Guerra, City Manager
Ed Wylie, Assistant City Manager
Hilda Pedraza, City Clerk
Victor Perez, PEDC Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

Comm. Carrillo called the meeting to order at 7:18 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. Guajardo moved to excuse the absent members. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

At this time, Juan G. Guerra, City Manager, stated they would deviate and go into closed session. There was no objection.

ITEM 4. 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

The time being 7:20 p.m., Comm. Carrillo stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 5. RECONVENE INTO REGULAR SESSION, AND CONSIDER ACTION, IF NECESSARY ON ANY ITEM(S) DISCUSSED IN CLOSED SESSION

The time being 7:45 p.m., Comm. Carrillo stated the commission would be resuming the open meeting.

ITEM 3. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, ON PROJECT CHILI-DIP (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and recommended approval as discussed in closed session.

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

ITEM 2. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING THREE (3) MEMBERS TO THE PHARR ECONOMIC DEVELOPMENT CORPORATION II BOARD OF DIRECTORS (PEDC II)

Juan G. Guerra, City Manager, introduced the item and recommended Mayor Ambrosio Hernandez, Comm. Ramiro Caballero, Comm. Eleazar Guajardo, Danny Smith, Rey Perez, Comm. Roberto "Bobby" Carrillo, and Mario Lizcano to the Pharr Economic Development Corporation II Board of Directors.

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

Resolution No. R-2017-33 is filed with the City Clerk's Office.

ITEM 6. ADJOURNMENT

There being no other business to come before the board, Comm. Caballero moved to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 7:46 p.m.

CITY OF PHARR

ROBERTO "BOBBY" CARRILLO
COMMISSIONER

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

ON THIS THE 18th DAY OF MAY 2017 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, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: May 16, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks/PAL

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance establishing requirements, administrative approval, routes for all 5k, 10k, and Half Marathon events and other applicable activities. - ***3rd & Final Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr Texas establishing requirements, administrative approval, routes for all run/walk events and other applicable activities; authority; area; definitions; prohibitions; exceptions; enforcement, punishment, penalties at law and equity.

Financial Consideration:

Staff Recommendation: Staff recommends that the City Commission consider the approval of run/walk ordinance.

Alternatives:

ROUTING:

Hilda Pedraza

Sergio Alanis

Patricia Rigney

City Management Office

Created/Initiated - 05/16/2017

Approved - 05/16/2017

Approved - 05/16/2017

Final Approval - 05/30/2017

ORDINANCE NO: 0-2017-_____

AN ORDINANCE OF THE CITY OF PHARR TEXAS ESTABLISHING REQUIREMENTS, ADMINISTRATIVE APPROVAL, ROUTES FOR ALL RUN/WALK EVENTS AND OTHER APPLICABLE ACTIVITIES; AUTHORITY; AREA; DEFINITIONS; PROHIBITIONS; EXCEPTIONS; ENFORCEMENT, PUNISHMENT, PENALTIES AT LAW AND EQUITY; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES AND EFFECTIVE DATE

WHEREAS, Run/Walk events are, by definition, atypical and not necessarily anticipated by or appropriately regulated by existing citywide ordinances; and

WHEREAS, the City of Pharr desires to regulate Run/Walk events for the same reasons it regulates land uses; to protect the health, safety and public welfare by regulating traffic, noise, aesthetics, and other impacts; and

WHEREAS, Run/Walk events often require the provision of public services, including police, fire, transportation, and public works and additional maintenance of the facilities they use; and

WHEREAS, Run/Walk events often use facilities that would otherwise be available to the public or generate revenue to the City; and

WHEREAS, managing Run/Walk events requires ensuring that these events are compatible in size and type of use with their sites, adequate services are provided for the events, adequate cost recovery for these events is achieved, the events do not interfere with the City's ability to provide services to the entire community, and the impacts on neighbors and others are minimized; and

WHEREAS, the City receives numerous inquiries from individuals and organizations interested in holding run/walk events in the City, and

WHEREAS, the City finds it in the best interest of the City, its residents, and attendees to establish routes for run/walk events; and

WHEREAS, the City finds it in the best interest of the City and its residents to require race organizers to pay a fee as determined by City staff for the run/walk event,

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

SECTION 1: DEFINITION(S):

Run/Walk Event- includes an event of a designated distance, including

but not limited to, a 5k, 10k, half marathon, marathon, and/or mud run, which involves, but is not limited to, walking, running, and/or racing.

5K run/walk: includes a walking/running event over a distance of five kilometers (3.1069 miles).

10K run/walk: includes a walking/running event over a distance of ten kilometers (6.2 miles).

Half marathon: includes a walking/running event of 21.0975 kilometers (13.1094 mi). The half marathon is also known as a 21K, 21.1K or 13.1 miles, although these values are rounded and not formally correct.

Marathon: includes a walking/running event over a distance of 42.195 kilometers (26.219 miles).

Mud Run: includes an event in which participants negotiate a course consisting of various obstacles, many of which are filled or covered with mud.

SECTION 2: APPLICATION AND OTHER PROCEDURES:

- (a) Not less than sixty (60) days before the date on which a race/run/walk event is to be held, any person(s) or representatives of the organized activity shall file an application for a permit with the City Clerk's office.
 - (1) "Person" is any person, firm, partnership, association, corporation, company, or organizations of any kind.
- (b) The application shall be submitted and shall include the following information:
 - (1) The name, address and telephone number of the person seeking to conduct such event;
 - (2) If the event is proposed to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization, and of the authorized and responsible heads of such organization;
 - (3) The name, address and telephone number of the person who will be the event chairman and who will be responsible for its conduct;

- (4) The date when the event is to be conducted;
 - (5) The hours when such event will start and terminate;
 - (6) The time at which persons of the event will begin to assemble at any such assembly area or areas;
 - (7) The location and route of the run/walk event shall be indicated by choosing the approved routes or any other route approved by the City of Pharr.
 - (8) The amount of persons the event is expected to have in attendance on the day of the run/walk.
 - (9) A specific, written description of the preparations made to provide adequate ambulance and medical care during the event and activity;
 - (10) A copy of the general and/or special liability insurance policy and declarations and/or bonds (\$1,000,000.00) covering event and activity personnel, visitors, invitees, and participants.
- (c) Following timely submission of the application and all necessary information, the application shall be subject to review by the following:
- (1) Director or designee of the Department of Public Works;
 - (2) Fire Chief or designee;
 - (3) Chief of Police or designee;
 - (4) City Attorney; and
 - (5) Director of Parks and Recreation.
- (d) The personnel considering the application shall submit to the City Manager a report stating an individual recommendation including approval, denial, conditions, or other fees required for compliance or to reimburse the City for its costs. The City Manager shall be charged with the final decision in consideration of the application.
- (e) An application shall be subject to the following factors:
- (1) Adequacy of the location of the start and finish line.
 - (2) The dates and times of the run/walk event, or whether such event will conflict with a city sponsored or city-wide event;

- (3) The maximum amount of persons the organizers will allow participating in the event;
 - (4) Reasonableness of the plan that will govern any and all clean-up procedures for the entire event that comply with legal and established standards of sanitation and health and prevention;
 - (5) Reasonableness of the plan that will govern any and all fire, smoke, traffic, food preparation and sales, parking, and security hazards and prevention;
 - (6) Reasonableness of the plan that will govern any and all event and activity parking and locations used solely for parking;
 - (7) Reasonableness of the preparations made to provide adequate ambulance and medical care during the event and activity;
 - (8) Adequacy and sufficiency of the general and/or special liability insurance policy and declarations and/or bonds covering the event or, personnel, visitors, invitees, and participants; and
 - (9) The conduct of the event will not likely to cause injury to persons or property, to provide disorderly conduct or create a disturbance.
- (f) Notice of Rejection. Within five (5) business days following the receipt of all the recommendations from the officials referred in subsection (c) hereof, the City Manager shall act upon the application for an event permit and cause the City Clerk, within five (5) business days of his decision, to issue the permit or, if denied, to mail to the applicant a notice stating the reasons for his denial of the permit.
- (g) Appeal Procedure. Any person discontented shall have the right to appeal the denial of an event permit to the City Commission. The appeal shall be taken within three (3) days after denial by filing a notice of appeal with the City Commission. The City Commission shall act upon the appeal at the next regular City Commission meeting which notice requests under state law can be met.
- (h) Alternative Permit. The City Manager, in denying an application for an event permit, shall be empowered to authorize the conduct of the event on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within three (3) days after notice of the action of the City Manager, file a written notice of acceptance with the City manager. An alternate event permit shall conform to the requirements of, and shall have the effect of an event permit under this section.
- (i) Contents of Permit. Each event permit shall state the following information:

- (1.) date and starting and ending time;
 - (2.) type of event activity authorized;
 - (3.) special limitations on conditions required;
 - (4.) the starting and ending areas and the portions of the streets to be traversed that may be occupied by the event;
 - (5.) the maximum length of the event in miles thereof;
 - (6.) the name of the event chairperson;
 - (7.) other information as the City Manager shall find necessary to the enforcement of this Ordinance.
- (j) Duties of Permittee. A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (k) Possession of Permit. The event chairperson or other person heading or leading such activity shall carry the event permit upon his person during the conduct of the event.
- (l) Public Conduct During Events.
- (1) Interference. No person shall unreasonably hamper, obstruct or impede, or interfere with any event or event assembly or with any person, vehicle or animal participating or used in an event.
 - (2) No driver of a vehicle shall drive between the vehicles or persons comprising an event when such vehicles or persons are in motion and are conspicuously designated as an event.
 - (3) Parking on Event Route. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of an event. The Chief of Police may post signs or take other action to notify the public to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.
 - (4) No person shall throw, give or offer any material, candy, pamphlets or any other article as a participant in an event to any spectators viewing such event.

(m)Revocation of Permit. The City Manager shall have the authority to revoke an event permit issued hereunder upon violation of the standards for issuance as herein set forth.

(n) It shall be illegal for any person issued a permit to violate the terms thereof.

SECTION 3: ROUTES FOR RACES-RUNS-WALKS

(a) The following routes are the approved routes available to Organizers: Police Athletic League 5k Route (Exhibit A), Harvest Fest 5k Route (Exhibit B) and the Police Athletic League 10K Route (Exhibit C).

(b) Race/Walks and runs are permitted to be held only on Saturday mornings from 7:30 am until 12:00 pm.

(c) There shall be no more than three (3) events between January 1 and the weekend prior to Memorial Day weekend, no more than two (2) events between June and August, and no more than three (3) events between the weekend after Labor Day and the weekend before Thanksgiving each year.

(d) No vehicular races shall be permitted.

(e) Events which include multiple modes of travel (e.g., walking, running and bicycling) shall be permitted so long as the start times for different modes of travel are staggered.

(f) Prior to the issuance of a Community Event Permit, City staff shall determine the specific portions or lanes of the roadway that may be used by the participants. This determination shall be based on safety considerations and the preservation of access to businesses and other scheduled activities along the route.

(g) In addition to the routes established by subsection (a) of this Section, races/walks/runs may be permitted on other streets in the City so long as the majority of the race/walk/run occurs outside of the City and that portion of the race/walk/run within the City does not exceed one-half mile in length. Races permitted pursuant to this subsection (g) shall not be subject to the time/frequency requirements established in subsections (b) and (c) of this Section.

(h) Run/walk or race events are not permitted on the weekend that the City designates to host its annual events unless approved otherwise by City Commission.

SECTION 4: FEES

- (a) The application shall be submitted along with a non-refundable application fee made payable to the City of Pharr in the amount of \$500.00 dollars including the information as described in Section 2, subsection (b).
- (b) The \$500 dollar non-refundable application fee shall not apply to a public school, parochial school, charter school, non-profit organization, or church event.

SECTION 5: PROHIBITION; CONSPIRACY TO CIRCUMVENT; EXCEPTIONS:

- (a) It shall be unlawful for any person seeking an application to submit false information or materials. It shall also be unlawful to conduct an event or activity without having received final, written approval and necessary permits from the City of Pharr in accordance herewith.
- (b) It shall also be unlawful to knowingly conspire to circumvent this ordinance by allowing the unauthorized use, transfer, or possession of a permit, license, or other authorization or agreement.
- (c) This Ordinance shall not apply to an event contracted or sponsored by the City of Pharr.

SECTION 6: ENFORCEMENT; PUNISHMENT; PENALTIES:

- (a) Should any person or business violate the prohibitions contained herein, or allow the commission of any act or condition that proximately resulted in a violation of this ordinance, the City Attorney may take any action to enforce this or any ordinance to prevent and summarily abate the action and remove or seize any objects used to violate this ordinance. These actions may also include but not be limited to allowing for municipal resources and personnel to: abate any premises or property, closure, condemn, remove any person or thing, court action, suspend, cancel, or void any license or permit issued by the City of Pharr or a state or federal agency, and any and all other relief as may be necessary.
- (b) Any violation of this Ordinance shall be subject to both civil and criminal penalties. A criminal conviction shall be a Class C misdemeanor. A violator shall also be subject to the maximum penalties allowed by law for failing to appear in Court when charged with an offense as described herein. If conduct constituting an offense under this ordinance also constitutes an offense under another law, the person may be prosecuted under all applicable laws.
- (c) A liable party shall be subject to a civil penalty up to \$1,000 per violation, or the maximum allowed by law.

SECTION 7: REPEAL OF CONFLICTING ORDINANCES: This Ordinance shall incorporate herein all other ordinances and those that exist in the Pharr Code of Ordinances related to similar events. Any ordinance in direct conflict with this Ordinance is repealed to the extent of the conflict, and this Ordinance shall supersede any provisions in conflict herewith. All other provisions of the above described ordinance shall remain in full force and effect.

SECTION 8: SEVERABILITY: If any section, part of provisions of this Ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provision of this Ordinance.

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 20____.

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 20____.

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED THE THIRD READING BY THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the _____ day of
_____, 20____.

CITY OF PHARR, TEXAS

Ambrosio "Amos" Hernandez
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

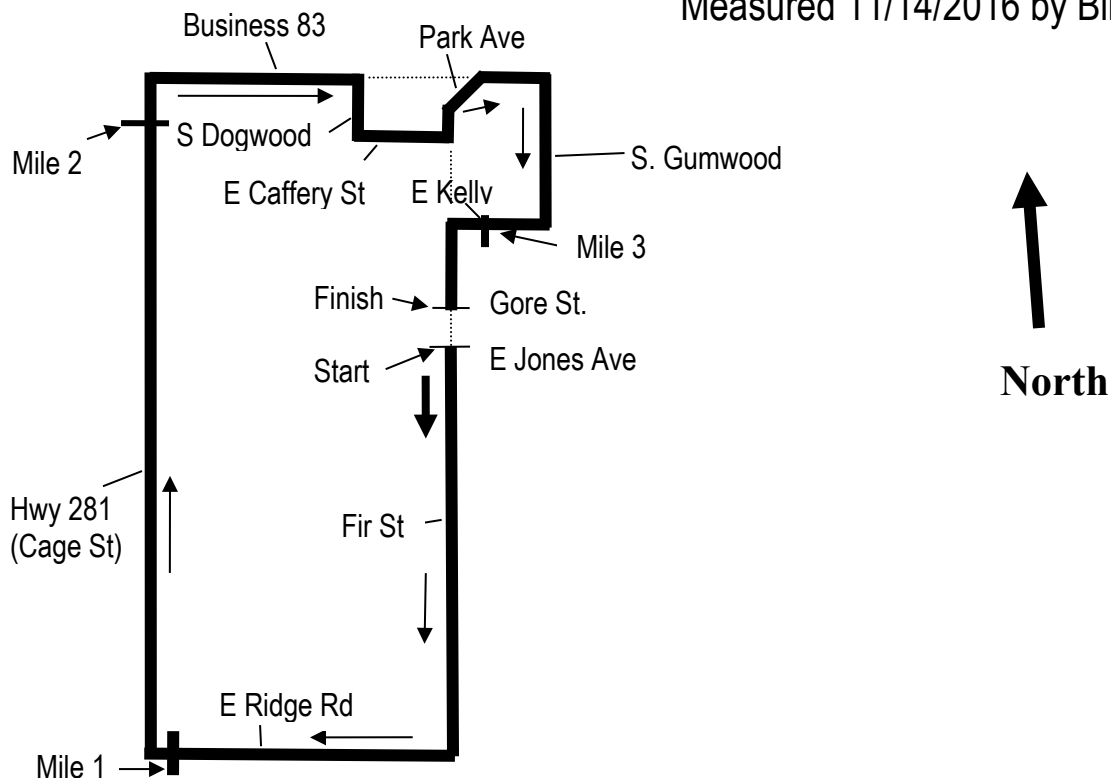
EXHIBIT A

Police Athletic League 5 km Pharr, Texas

Certification Number TX16xxxWG

Effective 12/21/2016 to 12/31/2026

Measured 11/14/2016 by Bill Grass



Start line is 8 ft. North of the Fire Hydrant on Fir St at Jones St. Marked with nail & washer on the West side of the street. $26^{\circ}11'17.91''N$ $98^{\circ}10'37.09''W$

Finish is directly across from STOP sign at Gore and Fir. 8-1/2 feet North of light pole number 262279 at Gore and Fir. Marked with nail & washer on the East side of the street. $26^{\circ}11'21.38''N$ $98^{\circ}10'36.26''W$

Mile 1 West driveway at 105 E Ridge Rd, center of West gate post, $26^{\circ}10'50.07''N$ $98^{\circ}11'5.76''W$

Mile 2 Two sidewalk concrete blocks North of the South edge of the building on the Southeast corner of Cage and Park St. $26^{\circ}11'38.29''N$ $98^{\circ}11'2.47''W$

Mile 3 Two curb sidewalk blocks East of the center of the "HOME" entrance to the stadium. $26^{\circ}11'24.64''N$ $98^{\circ}10'33.14''W$

Course measured using shortest possible paved route.

EXHIBIT B

**Harvest Fest 5K
Certification Number TX09002WG
Corner of Cherokee Ave & N Aster
Pharr, Texas
Cal. Course TX04014WG
Measured by Bill Grass 10/13/09**

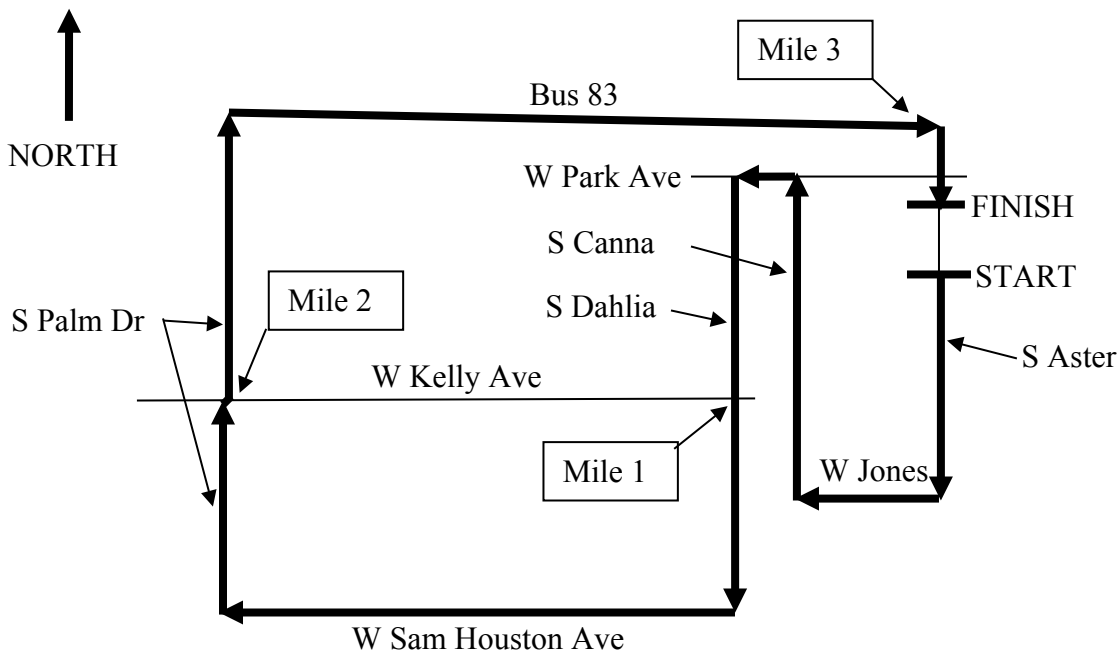
Start - At STOP sign on the Northwest corner of Cherokee & Aster N26 11.557' W98 11.154'

Mile 1 -14 ft South of North edge of the sidewalk on Northeast corner of Kelly & Dahlia N26 11.531' W98 11.409'

Mile 2 – Mid sidewalk at the Northwest corner of Palm & Kelly N26 11.606' W98 11.408'

Mile 3 – 13 ft West of AEP light pole #31, approximately 50 meter West of Aster N26 11.173' W98 11.158'

Finish – 17 ft South of light pole at North edge of alley South of Bus 83 on Aster N26 11.644' W98 11.139'

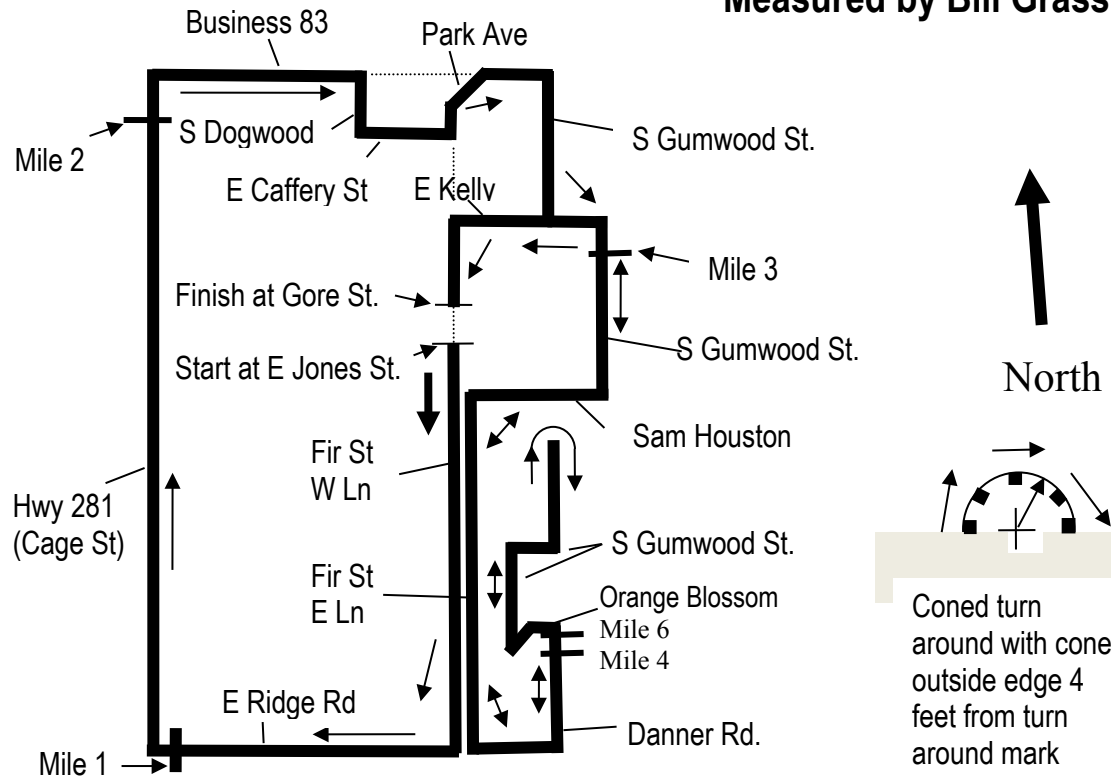


START, FINISH & all miles location are marked with a washer & nail 1 foot from curb.
Measured using full road.

EXHIBIT C

Police Athletic League 10 km Pharr, Texas

Certification Number TX16xxx
Effective 12/21/2016
Valid to 12/31/2026
Measured by Bill Grass



Start line is 8 ft. North of the Fire Hydrant on Fir St at Jones St. Marked with nail & washer on the West side of the street. 26°11'17.91"N 98°10'37.09"W

Mile 1 West driveway at 105 E Ridge Rd, center of West gate post, 26°10'50.07"N 98°11'5.76"W

Mile 2 Two sidewalk concrete blocks North of the South edge of the building on the Southeast corner of Cage and Park St. 26°11'38.29"N 98°11'2.47"W

Mile 3 Even with the 2nd light pole on S Gumwood South of Kelly 26°11'23.35"N 98°10'28.95"W

Mile 4 2 feet North of property line between 2nd and 3rd properties South of Orange Blossom on Danner Rd 26°10'49.95"N 98°10'36.09"W

Turn Around 4 foot radius point, 8 feet 2 inches South of manhole cover on East side Danner just South of E Tarrant Ave 26°11'8.57"N 98°10'32.93"W

Mile 5 Danner Rd just South of Orange Blossom, 6 feet South of light pole #335100 26°10'51.27"N 98°10'35.86"W

Mile 6 15 ½ feet South of South edge of 1st gate South of Kelly on S Gumwood 26°11'22.09"N 98°10'29.15"W

Finish is directly across from STOP sign at Gore and Fir. 8-1/2 feet North of light pole number 262279 at Gore and Fir. Marked with nail & washer on the East side of the street. 26°11'21.38"N 98°10'36.26"W



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: May 31, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks/PAL

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O- 84-42 decreasing members of Parks & Recreation Committee from nine (9) to seven (7). ***Adoption on 1st Reading.***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Chairman for the Parks and Recreation Committee has request a reduction in the total number of members of the committee by 2 persons in order to better manage the committee and enhance the quality of service tot he City of Pharr and the parks programs.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval to reduce the number of parks committee members by 2.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 05/31/2017
Approved - 05/31/2017
Final Approval - 05/31/2017

ORDINANCE NO. O-2017-__

AN ORDINANCE AMENDING ORDINANCE NO. O-84-42 PASSED AND APPROVED ON JULY 24TH 1984, DECREASING THE MEMBERSHIP OF THE PARKS AND RECREATION COMMITTEE FROM NINE (9) TO SEVEN (7) MEMBERS, PROVIDING FOR A QUORUM; AND PROVIDING FOR A SEVERABILITY CLAUSE AND DECLARING AN EMERGENCY

WHEREAS, the ordinance creating the City of Pharr Parks and Recreation Committee has been approved and adopted; and

WHEREAS, currently City of Pharr Parks and Recreation Committee consists of nine (9) members; and

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

WHEREAS, Ordinance No. O-1984-42, Shall be amended and reinstated to read as follows:

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

SECTION A. MODIFICATIONS TO ADVISORY BOARD:

The following provisions shall be amended to read as follows:

ARTICLE II: ADVISORY BOARD

SECTION 9:

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

SECTION 13. Quorum

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

SECTION B. CUMULATIVE CLAUSE

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

SECTION C. SEVERABILITY CLAUSE

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

SECTION D: DECLARING AN EMERGENCY CLAUSE

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that the Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ of June, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: May 10, 2017

MEETING DATE: June 5, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Resolution authorizing participation in the Texas Short Term Asset Reserve Program (TEXSTAR) and designating authorized representatives.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to comply with City's Investment Policy , City is looking into diversifying it's investments into different local and state financial institutions by opening CDS.

Financial Consideration: An average of 0.5% rate of return.

Staff Recommendation: Staff recommends approval

Alternatives: To leave investments under current pool (TexPool) only without diversifying.

ROUTING:

Karla Moya

Created/Initiated - 05/10/2017

Karla Moya

Approved - 05/10/2017

Karla Moya

Approved - 05/10/2017

Patricia Rigney

Approved - 05/31/2017

City Management Office

Final Approval - 06/01/2017

RESOLUTION NO.

RESOLUTION AUTHORIZING PARTICIPATION IN THE TEXAS SHORT TERM ASSET RESERVE PROGRAM (TEXSTAR) AND DESIGNATING AUTHORIZED REPRESENTATIVES

WHEREAS, the City of Pharr is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interests of this governmental unit, City of Pharr, to invest its funds jointly with other Texas local governments in the Texas Short Term Asset Reserve Program (TEXSTAR) in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

WHEREAS, the City of Pharr is authorized to invest its public funds and funds under its control in TEXSTAR and to enter into the participation agreement authorized herein;

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

Section A: The form of application for participation in TEXSTAR attached to this resolution is approved. The officers of City of Pharr specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted under the Agreement created by the application, all in the name and on behalf of the City of Pharr.

Section B: This resolution will continue in full force and effect until amended or revoked by City of Pharr and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

Section C: Terms used in this resolution have the meanings given to them by the application.

Authorized representatives of the City of Pharr:

1.

_____	956-402-4100
Signature	Telephone
Juan Guerra	956-475-3439
Printed Name	Fax Number
City Manager	juan.guerra@pharr-tx.gov
Title	Email
2.

_____	956-402-4100
Signature	Telephone
Edward Wylie	956-475-3439
Printed Name	Fax Number
Asst. City Manager	ed.wylie@pharr-tx.gov
Title	Email
3.

_____	956-402-4150
Signature	Telephone
Karla Moya	956-702-5318
Printed Name	Fax Number
Finance Director	karla.moya@pharr-tx.gov
Title	Email
4.

_____	956-402-4100
Signature	Telephone
Hilda Pedraza	956-475-3439
Printed Name	Fax Number
City Clerk	hilda.pedraza@pharr-tx.gov
Title	Email

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF
THE CITY OF PHARR, TEXAS , on this the _____ day of _____, 2017.**

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: May 10, 2017

MEETING DATE: June 5, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Resolution authorizing participation in IBC Bank-Certificate of Deposit and designating authorized representatives.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In order to comply with City's Investment Policy , City is looking into diversifying it's investments into different local and state financial institutions by opening CDS

Financial Consideration: A \$300,000 2 Year CD with a Rate of return of 0.25%

Staff Recommendation: Staff recommends approval

Alternatives: To leave investments under current pool (TexPool) only without diversifying.

ROUTING:

Karla Moya

Created/Initiated - 05/10/2017

Karla Moya

Approved - 05/10/2017

Karla Moya

Approved - 05/10/2017

Patricia Rigney

Approved - 05/10/2017

City Management Office

Final Approval - 06/01/2017

RESOLUTION NO.

RESOLUTION AUTHORIZING PARTICIPATION IN IBC BANK-CERTIFICATE OF DEPOSIT AND DESIGNATING AUTHORIZED REPRESENTATIVES

WHEREAS, the City of Pharr is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Pharr to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

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

Section A: That City of Pharr shall enter into a Certificate of Deposit to establish an account in its name in IBC Bank, for the purpose of transmitting local funds for investment in IBC Bank.

Section B: That the individuals, whose signatures appear in this Resolution, are authorized representatives of the City of Pharr and are each hereby authorized to transmit funds for investment in IBC Bank and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section C: That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Pharr, and until IBC Bank receives a copy of any such amendment or revocation.

Authorized representatives of the City of Pharr:

1.	Signature Juan Guerra Printed Name City Manager Title	956-402-4100 Telephone 956-475-3439 Fax Number juan.guerra@pharr-tx.gov Email
2.	Signature Edward Wylie Printed Name Asst. City Manager Title	956-402-4100 Telephone 956-475-3439 Fax Number ed.wylie@pharr-tx.gov Email
3.	Signature Karla Moya Printed Name Finance Director Title	956-402-4150 Telephone 956-702-5318 Fax Number karla.moya@pharr-tx.gov Email
4.	Signature Hilda Pedraza Printed Name City Clerk Title	956-402-4100 Telephone 956-475-3439 Fax Number hilda.pedraza@pharr-tx.gov Email

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF
THE CITY OF PHARR, TEXAS , on this the _____ day of _____, 2017.**

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: May 10, 2017

MEETING DATE: June 5, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Resolution authorizing participation in Frost Bank-Certificate of Deposit and designating authorized representatives.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City is looking into diversifying its cash on hand into CD's in order to comply with City's Investment Policy

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 05/10/2017

Karla Moya

Approved - 05/10/2017

Karla Moya

Approved - 05/10/2017

Patricia Rigney

Approved - 05/10/2017

City Management Office

Final Approval - 05/10/2017

RESOLUTION NO.

RESOLUTION AUTHORIZING PARTICIPATION IN FROST BANK-CERTIFICATE OF DEPOSIT AND DESIGNATING AUTHORIZED REPRESENTATIVES

WHEREAS, the City of Pharr is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City of Pharr to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

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

Section A: That City of Pharr shall enter into a Certificate of Deposit to establish an account in its name in Frost Bank, for the purpose of transmitting local funds for investment in Frost Bank.

Section B: That the individuals, whose signatures appear in this Resolution, are authorized representatives of the City of Pharr and are each hereby authorized to transmit funds for investment in Frost Bank and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section C: That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Pharr, and until Frost Bank receives a copy of any such amendment or revocation.

Authorized representatives of the City of Pharr:

1.	Signature Juan Guerra Printed Name City Manager Title	956-402-4100 Telephone 956-475-3439 Fax Number juan.guerra@pharr-tx.gov Email
2.	Signature Edward Wylie Printed Name Asst. City Manager Title	956-402-4100 Telephone 956-475-3439 Fax Number ed.wylie@pharr-tx.gov Email
3.	Signature Karla Moya Printed Name Finance Director Title	956-402-4150 Telephone 956-702-5318 Fax Number karla.moya@pharr-tx.gov Email
4.	Signature Hilda Pedraza Printed Name City Clerk Title	956-402-4100 Telephone 956-475-3439 Fax Number hilda.pedraza@pharr-tx.gov Email

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF
THE CITY OF PHARR, TEXAS , on this the _____ day of _____, 2017.**

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: May 30, 2017

MEETING DATE: June 5, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Resolution calling the Redemption of Certain City of Pharr Texas Combination Tax and Revenue Certificates of Obligation, Taxable Series 2012; Directing the Redemption of Such Bonds; and Containing Other Matter Related Thereto.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Taxable Series 2012 was issued to finance infrastructure of Produce Park, a major portion of lots have been sold this Fiscal Year and City would like to use proceeds to reduce its related debt.

Financial Consideration: \$1,500,000 million of produce park lot proceeds to be used to reduce Debt

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 05/30/2017

Karla Moya

Approved - 05/30/2017

Karla Moya

Approved - 05/30/2017

Patricia Rigney

Approved - 05/31/2017

City Management Office

Final Approval - 06/01/2017

A RESOLUTION CALLING THE REDEMPTION OF CERTAIN CITY OF PHARR, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2012; DIRECTING THE REDEMPTION OF SUCH BONDS; AND CONTAINING OTHER MATTERS RELATED THERETO

THE STATE OF TEXAS
COUNTIES OF HIDALGO
CITY OF PHARR

§
§
§

WHEREAS, the City Commission (the "Commission") of the City of Pharr, Texas (the "City") previously adopted an order (the "Original Order") on July, 3, 2012 authorizing the issuance of bonds designated as "City of Pharr, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Taxable Series 2012," July 1, 2012, in the original principal amount of \$7,625,000 (the "Bonds"); and

WHEREAS, the Bonds are currently outstanding in the principal amount of \$6,415,000 (representing Bonds stated to mature on August 15 in the years 2017 through 2032, inclusive, and

WHEREAS, the Bonds maturing on and after February 15, 2018 are subject to redemption on February 15, 2017, at the option of the City; and

WHEREAS, the Original Order provides the notice and publication requirements to effectuate the redemption of the eligible outstanding Bonds; and

WHEREAS, it is in the best interest of the City and the residents of the City to redeem certain eligible Bonds as herein provided in order to terminate the payment of interest thereon and to reduce the City's aggregate debt service requirements in the years subsequent to the redemption date;

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

SECTION 1: Those Bonds eligible to be redeemed prior to stated maturity maturing on August 15, 2032, in the principal amount of \$6,415,000 (of a total outstanding principal amount of \$7,625,000 for such maturity), are hereby called for redemption, and shall be redeemed, on August 15, 2017. This notice of redemption is irrevocable upon adoption of this resolution (the "Redemption Resolution") by the Commission. The form of the Notice of Redemption is attached as Exhibit A hereto and is incorporated by reference for all purposes. The City shall transfer, on or before August 15 2017, lawfully available funds to U.S. Bank National Association, Houston, Texas, as the paying agent/registrar for the Bonds, to effectuate this redemption of the Bonds as described herein.

SECTION 2: The Mayor and Mayor Pro-Tem of the Commission are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for these Bonds called for early redemption as provided in the Original Order.

SECTION 3: The Mayor and City Secretary, or the designees thereof, are authorized to evidence adoption of this Redemption Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent hereof.

SECTION 4: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Redemption Resolution for all purposes and are adopted as a part of the judgment and findings of the Commission.

SECTION 5: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Redemption Resolution are hereby repealed to the extent of such conflict, and the provisions of this Redemption Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6: This Redemption Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7: If any provision of this Redemption Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Redemption Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commission hereby declares that this Redemption Resolution would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Redemption Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Redemption Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9: This Redemption Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the ___ day of June, 2017.

CITY OF PHARR, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

EXHIBIT A

NOTICE OF PARTIAL REDEMPTION

Notice is hereby given that the City of Pharr, Texas, acting through its City Commission (the "Commission"), has called for redemption the following outstanding obligations:

"City of Pharr, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Taxable Series 2012," dated July 1, 2012 (the "Bonds"), bearing interest, and stated to mature on August 15 in each year as follows:

<u>Maturity Date</u>	<u>Principal Amount Outstanding (\$)</u>	<u>Amount Being Redeemed (\$)</u>	<u>Interest Rate (%)</u>
8/15/2032	\$6,415,000	\$1,500,000	3.75

The date fixed for redemption of the Bonds is August 15, 2017 (the "Redemption Date") as authorized by the order authorizing the issuance of the Bonds and as directed by the Commission pursuant to a resolution adopted on June 5th, 2017. You are hereby notified that the Bonds should be presented for redemption on or before the Redemption Date and that interest shall cease to accrue from and after that date, and that on such date there shall become due and payable on each of the Bonds the redemption price equal to the principal amount thereof, without premium, plus unpaid accrued interest to the Redemption Date.

Notice is further given that the Bonds will be payable at and should be submitted either in person or by certified or registered mail to U.S. Bank National Association, Houston, Texas, at the following address:

U.S. Bank National Association
8 Greenway Plaza Suite 1100
Houston, Texas 77046
Attn: Corporate Trust Services

This notice is issued and given pursuant to the option of redemption reserved to the City in the order authorizing the issuance of the Bonds.

WITNESS MY OFFICIAL SIGNATURE this June 5th, 2017.

CITY OF PHARR, TEXAS

MAYOR



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of the Pharr-Reynosa International Bridge Sealed Expansion Joint Repair Project as complete, and authorization to release final payment and retainage in the amount of \$ 83,355.30 (Bid No. 1516-70-510-0024)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: On March 7, 2016, the City Commission awarded the Pharr-Reynosa International Bridge Sealed Expansion Joint Repair Project to Restek, Inc. in the amount of \$ 399,150.00. Change Order Number 1 was approved on March 20, 2017, by the City Commission in the amount of \$ 66,397.80. Work on the project has been completed, and the final contract total is \$ 405,547.80.

Financial Consideration:

Change Order Number 1 increased the contract price from \$ 339,150.00 to \$ 405,547.80. Final payment and retainage is in the aggregate amount of \$ 83,355.30.

Staff Recommendation: Staff recommends acceptance of the Pharr-Reynosa International Bridge Sealed Expansion Joint Repair Project as complete, and release of final payment and retainage in the amount of \$ 83,355.30.

Alternatives:

ROUTING:

Maria Rangel
Omar Anzaldua
Karla Moya
Edward Wylie

Created/Initiated - 06/01/2017
Approved - 06/01/2017
Approved - 06/01/2017
Final Approval - 06/01/2017



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON March 22, 2017 A FINAL INSPECTION was made of the project herein described.

CONTRACT:

BID NO.:

Bid No. 1516-70-510-0024

CONTRACT DATE:

May 4, 2016

CONTRACTOR:

Restek, Inc.

ADDRESS:

12209 Twin Creeks Rd., Unit J Manchaca, TX 78652

PROJECT DESCRIPTION:

Pharr-Reynosa International Bridge Sealed Expansion Joint
Repair Project

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
2. That the sum of \$ 0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a 'Certificate of Release' starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Original Contract	\$ <u>339,150.00</u>
Change Orders	\$ <u>66,397.80</u>
Current Contract	\$ <u>405,547.80</u>
Total Earned to Date	\$ <u>405,547.80</u>
Less Previous Payments (-)	\$ <u>322,192.50</u>
Balance with Retainage	\$ <u>83,355.30</u>
Authorized Deductions (-)	\$ <u>0.00</u>
Final Payment	\$ <u>83,355.30</u>

6. That the **Final Payment** in the amount of \$ (83,355.30)
(Eighty-Three Thousand Three Hundred Fifty-Five Dollars and Thirty Cents)

is due and payable.

Structural Engineering Associates, Inc.
Engineering Company

Sidney A. Mink
Project Engineer's Signature

APPROVED BY:

Restek, Inc.
Contractor
[Signature]
Signature
April 4, 2017
Date

APPROVED BY:

City Engineer
Signature
Date

Payment Request No. 3-RETAINAGE
Period: 11/16/2016 to 02/10/2017
Owner: City of Pharr
 118 S. Cage Blvd.
 Pharr, TX 78577
 Bid No. 1516-70-510-0024
Contractor: Restek, Inc.
 12209 Twin Creeks Road, Unit J
 Manchaca, TX 78652

Project: Pharr-Reynosa International Bridge Sealed
 Expansion Joint Repair Project

Original Contract Amount: \$339,150.00
Change Orders: \$66,397.80
Contract Amount to Date: \$405,547.80
Total to Date: \$405,547.80 Attachment "A"
Total Stored to Date: \$405,547.80
Total to Date: \$405,547.80
Retainage: \$0.00
Total Due Less Retainage: \$405,547.80
Less Previous Payments: \$385,270.41
Current Payment Due: \$20,277.39
Percent Completed: 100.00%

Change Order Summary		
No.	Addition	Deductions
1	\$66,397.80	
Totals:		\$0.00
Net Change Order:		\$66,397.80

* Provide Documentation



Contractor: RESTEK, INC.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Progress Payment were issued and payments received from the Owner, and that current payment is now due:



Signature: [Signature] Date: 4/10/17
 Subscribed and sworn before me this 10th day of April, 2017

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Justin Cunningham My Commission Expires: 11-4-2017

Engineer of Record:

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Engineer of Record certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

Signature: [Signature] Date: 4/11/17

Approved:

Luis Bazan
 Bridge Director

Signature _____ Date _____

City Engineer

Signature _____ Date _____

Ed Wylie

Assistant City Manager

Signature _____ Date _____

Juan Guerra

City Manager

Signature _____ Date _____

Tabulation of Contact Work Performed

TOTALS

Payment Request No. 2 **to** 02/10/2017
Period: 11/16/2016
Owner: City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577
Bid No. 1516-70-510-0024
Contractor: Restek, Inc.
12209 Twin Creeks Road, Unit J
Manhaca, TX 78652

Project: Pharr-Reynosa International Bridge Sealed
Expansion Joint Repair Project

Original Contract Amount: \$339,150.00
Change Orders: \$66,397.80
Contract Amount to Date: \$405,547.80
Total to Date: \$405,547.80 Attachment "A"
Total Stored to Date: \$405,547.80
Total to Date: \$20,277.39
Retainage: \$385,270.41
Total Due Less Retainage: \$322,192.50
Less Previous Payments: \$63,077.91
Current Payment Due:

Percent Completed: 100.00%

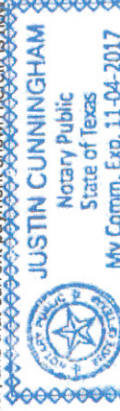
Change Order Summary		
No.	Addition	Deductions
1	\$66,397.80	
Totals:		\$0.00
Net Change Order:		\$66,397.80

* Provide Documentation



Contractor: **RESTEK, INC.**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Progress Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for which previous Progress Payment were issued and payments received from the Owner, and that current payment shown herein is now due:



[Signature]
 Signature: _____ Date: 4/10/17

Subscribed and sworn before me this 10th day of April, 2017.

The above person appeared before me, the undersigned notary public and provided satisfactory evidence of identification to be the person signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
 Notary Public: _____ My Commission Expires: 11-4-2017

Engineer of Record:

In accordance with the Contract Documents, based on on-site observation and the data comprising this progress payment, the Engineer of Record certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to progress payment.

[Signature]
 Signature: _____ Date: 4/11/17

Approved:

Luis Bazan
 Bridge Director

 City Engineer

Ed Wylie
 Assistant City Manager

Juan Guerra
 City Manager

 Signature _____ Date _____

 Signature _____ Date _____

 Signature _____ Date _____

 Signature _____ Date _____

Tabulation of Contact Work Performed

TOTALS



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: May 26, 2017

MEETING DATE: June 5, 2017

FROM: Javier Gonzalez, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, approving list and Public Auction of city departments surplus, awarded, unclaimed and seized property.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr Police Department had compiled a list of surplus, awarded, unclaimed and seized property for auction. This list also includes all city departments surplus equipment and property.

We will be using the services of Bond and Bond Auctioneers of San Juan, Texas who has held past public auctions for this City. Pursuant to Local Government Code, §253.008, a notice will be published once a week for at least three consecutive weeks, with the first publication at least 20 days before the date the auction is to be held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located.

Financial Consideration:

Staff Recommendation:

Based on the foregoing discussion, I hereby recommend that the city commission approve the listed surplus, awarded, unclaimed and seized property and authorize its auction.

Alternatives:

Not to approve the listed surplus, awarded, unclaimed, and seized property and it's auction.

ROUTING:

Javier Gonzalez

Created/Initiated - 05/26/2017

Ruben Villegas

Approved - 05/26/2017

Patricia Rigney

Approved - 05/30/2017

City Management Office

Final Approval - 05/30/2017

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
11-17863 (A)	BLACK IN COLOR 20" AEROSTAR BIKE	04/27/2011	FOUND PROPERTY
11-17863 (A)	RED IN COLOR 20" PAFIC CYCLONE (BIKE)	04/27/2011	FOUND PROPERTY
11-17863 (A)	BLACK IN COLOR 3.4FL OZ PERRY ELLIS RESERVE COLOGNE	04/27/2011	FOUND PROPERTY
11-17863 (A)	BLACK IN COLOR FERRARI SUNGLASSES	04/27/2011	FOUND PROPERTY
13-19710 (A)	DAVIDSON 8FT FIBERGLASS STEP LADDER	04/30/2013	FOUND PROPERTY
03-24117 (A)	BOLTCUTTERS	08/05/2003	FOUND PROPERTY
06-49489 (A)	19" SYMPHONIC TV	10/24/2006	FOUND PROPERTY
NO CASE (A)	BLACK AND WHITE BIKE NO BRAND	2008	FOUND PROPERTY
NO CASE (A)	GRAY BIKE MONGOOSE	09/02/2010	FOUND PROPERTY
NO CASE (A)	RED PRESSURE WASHER		FOUND PROPERTY
NO CASE (A)	BOX WITH SMALL BLANKETS		FOUND PROPERTY
NO CASE (A)	3 BAGS TO MAKE SOCCER BALLS		FOUND PROPERTY
NO CASE (A)	COMPUTER MONITOR		FOUND PROPERTY
NO CASE (A)	SMALL PRINTER		FOUND PROPERTY
NO CASE (A)	SMALL COFFEE MAKER		FOUND PROPERTY
NO CASE (A)	2 TOWER COMPUTERS		FOUND PROPERTY
NO CASE (A)	BLUE BIKE HUFFY WITH NO TIRES		FOUND PROPERTY
NO CASE (A)	KEYBOARD TAN		FOUND PROPERTY
NO CASE (A)	RED SMALL BROKEN WAGON		FOUND PROPERTY
NO CASE (A)	BOX WITH PAPERWORK AND ZEBRAS		FOUND PROPERTY
NO CASE (A)	A BROKEN SAFE WITH NO DOORS		FOUND PROPERTY
NO CASE (A)	GREEN LATTER WITH LETTER DON'T THROW AWAY		FOUND PROPERTY

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
NO CASE (A)	BUCKET WITH NOTHING INSIDE		FOUND PROPERTY
NO CASE (A)	1 TIRE WITH RIM		FOUND PROPERTY
11-10420 (A)	BIKE SHIMANO ROAD MASTER LIGHT BLUE 18 SPEED	03/09/2011	FOUND PROPERTY
16-2104 (A)	BOYS SILVER IN COLOR BICYCLE (NEXT WIRED) SER L WCC020211 MODEL NO. LBH2001B	01/16/2016	FOUND PROPERTY
NO CASE (A)	STAINLESS STEEL TABLES & TOOLS		FOUND PROPERTY
08-11728 (A)	GREEN DRILL		FOUND PROPERTY
11-17614 (A)	WHITE COOLER		FOUND PROPERTY
11-17614 (A)	FOAM COOLER		FOUND PROPERTY
13-6405/13-3684	5 BLUE ICE CHEST		FOUND PROPERTY
06-46644 (A)	WHEELCHAIR		FOUND PROPERTY
15-17170 (A)	METAL OBJECT W/RODS	05/03/2015	FOUND PROPERTY
16-6243 (A)	BLACK/RED MOUNTAIN BIKE	02/15/2016	FOUND PROPERTY
16-6364 (A)	BLACK ROPE NECKLACE WITH CROSS	02/16/2016	FOUND PROPERTY
16-8241 (A)	BLUE HUFFY ZURICH ES BICYCLE	02/29/2016	FOUND PROPERTY
16-9980 (A)	GREY W/GREEN BACKPACK (EASTSPORT)	03/12/2016	FOUND PROPERTY
16-9980 (A)	RED SMALL KENNETH COLD PURSE	03/12/2016	FOUND PROPERTY
16-9980 (A)	BLACK STYLUXE HIGH HEELS	03/12/2016	FOUND PROPERTY
16-9980 (A)	GOLD PAPRIKA HIGH HEELS	03/12/2016	FOUND PROPERTY
16-9980 (A)	SILVER CELESTE HIGH HEELS	03/12/2016	FOUND PROPERTY
16-9980 (A)	BLACK TOP MODA HIGH HEELS	03/12/2016	FOUND PROPERTY
16-9980 (A)	BLACK MADISON HIGH HEELS	03/12/2016	FOUND PROPERTY

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-11196 (A)	HOMELITE WEEDEATER RED AND ORANGE UT20772 S/N AE1610795	03/21/2016	FOUND PROPERTY
16-12366 (A)	BLACK ALCATEL BOOST MOBILE CELL PHONE	03/29/2016	FOUND PROPERTY
16-14306 (A)	BLUE MIDDLE SIZE NEXT POWER CLIMBER BICYCLE SERIAL 78283620 MODEL 8575-18F	04/12/2016	FOUND PROPERTY
16-14557 (A)	BLACK WITH GREEN TRIM SHIMANO ULTRASHOCK OZONE BICYCLE	04/14/2016	FOUND PROPERTY
16-15773 (A)	BLACK, FULLSIZE, SCHWINN, MODEL S4952WM S/N SNGNP10M00160	04/22/2016	FOUND PROPERTY
16-15931 (A)	BEIGE SHORTS SIZE 31	04/23/2016	FOUND PROPERTY
16-15931 (A)	2 BLUE TENNIS SHOES	04/23/2016	FOUND PROPERTY
16-15931 (A)	RED SHIRT	04/23/2016	FOUND PROPERTY
16-15931 (A)	BLACK DUFFLE	04/23/2016	FOUND PROPERTY
16-17427 (A)	2 WHITE EARRINGS W/CLEAR & WHITE STONES	05/09/2016	FOUND PROPERTY
NO CASE	3- WASHERS & DRYER		FOUND PROPERTY
16-9791 (A)	BLACK & RED BIKE NEX S/N#20140708	03/11/2016	FOUND PROPERTY
16-16437 (A)	ORANGE AIR PUMP MODEL #W-2L SER#E230679	04/27/2016	FOUND PROPERTY
16-16437 (A)	PINK JANSPOUT BACKPACK	04/27/2016	FOUND PROPERTY
16-16437 (A)	2 SUNGLASSES W/ONE SUNGLASS CASE AND CLEANING CLOTH	04/27/2016	FOUND PROPERTY
16-16437 (A)	MULTICOLORED EARRING	04/27/2016	FOUND PROPERTY
16-16550 (A)	BLACK METRO BIKE 20" WHEELS SERIAL #WF12F0183378	04/27/2016	FOUND PROPERTY
16-18835 (A)	BLACK CRAFTSMAN BLOWER SER#98156N401118	05/13/2016	FOUND PROPERTY
16-18835 (A)	GREEN POULAN CHAINSAW SER#06018D32364-1	05/13/2016	FOUND PROPERTY
16-23359 (A)	BLUE/GRAY AVALON BICYCLE S/N#L041113971	06/16/2016	FOUND PROPERTY
16-23700 (A)	CELL PHONE BLACK ZTE (ANDROID) SER#32976387636D	06/18/2016	FOUND PROPERTY
16-24307 (A)	GRAY IN COLOR BICYCLE "EXPLOIT ALUMINUM" S/N#HH0360408	06/23/2016	FOUND PROPERTY

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-24588 (A)	BICYCLE ORANGE-BLUE MAGNA ALU BIKE S/N#OCT0000051	06/25/2016	FOUND PROPERTY
16-25817 (A)	BLACK/GRAY BIKE MONGOOSE S/N#5NFSD14K71978	07/04/2016	FOUND PROPERTY
16-26380 (A)	WHITE DOOR	07/08/2016	FOUND PROPERTY
16-28261 (A)	WHITE IPHONE WITH BLACK CASE & SKULL DESIGN	07/22/2016	FOUND PROPERTY
16-28721 (A)	PAIR OF BROWN,TAN,&WHITE POLO SHOES	07/26/2016	FOUND PROPERTY
16-28721 (A)	BLACK AND YELLOW EYE GLASSES	07/26/2016	FOUND PROPERTY
16-28721 (A)	GRAY & BLACK MY CHARGE DEVICE	07/26/2016	FOUND PROPERTY
16-29469 (A)	BLUE IN COLOR HUFFY 3.0 FORTRESS MOUNTAIN BIKE	08/01/2016	FOUND PROPERTY
16-31029 (A)	BICYCLE BLUE MONGOOSE SLYDER	08/12/2016	FOUND PROPERTY
16-31618 (A)	BLACK BROKEN CRAFTSMAN CASE	08/17/2016	FOUND PROPERTY
16-31618 (A)	27 MISC RUSTY TOOLS	08/27/2016	FOUND PROPERTY
16-33134 (A)	BLACK CELLPHONE KYOCERA	08/28/2016	FOUND PROPERTY
16-33905 (A)	BRO COACH PURSE CONTAINING MISC MAKEUP PRODUCTS	09/03/2016	FOUND PROPERTY
16-35461 (A)	TV EMERSON BLACK SERIAL #DS1A0920159405	09/14/2016	FOUND PROPERTY
16-35461 (A)	3 SHIRTS- MICHAEL KORS BLUE/BLACK SLEEVELESS/WHITE & AQUA SHIRT	09/14/2016	FOUND PROPERTY
16-35461 (A)	2 PANTS, ONE BLUE, ONE BLUE JEAN TORN	09/14/2016	FOUND PROPERTY
16-35461 (A)	SHORTS BLUE	09/14/2016	FOUND PROPERTY
16-35461 (A)	WHITE HEADPHONE	09/14/2016	FOUND PROPERTY
16-35461 (A)	2 CHARGER PHONE, ONE BLACK, ONE WHITE	09/14/2016	FOUND PROPERTY
16-35461 (A)	COSMETIC BRACELET, PURPLE, BLUE, AND GREY	09/14/2016	FOUND PROPERTY
13-20821 (A)	RED POWERWHEEL POLARIS	05/02/2013	FOUND
04-8391 (A)	WHEELCHAIR	03/13/2004	FOUND

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-41172 (A)	RED GAS TANK	10/25/2016	FOUND
16-41172 (A)	YELLOW FUNNEL	10/25/2016	FOUND
16-41523 (A)	BLACK KAWASAKI PRO CIRCUIT SEAT #09610	10/27/2016	FOUND
16-42315 (A)	BLACK GERBER POUCH	11/01/2016	FOUND
16-42905 (A)	CALVIN KLEIN MAROON & BLACK BACKPACK	11/06/2016	FOUND
16-31220 (A)	7 ARTICLES OF CLOTHING	08/14/2016	FOUND
16-31220 (A)	8 ARTICLES OF CLOTHING	08/14/2016	FOUND
16-31220 (A)	SAMSUNG SMART PHONE S4	08/14/2016	FOUND
16-31220 (A)	ELGADO CAPTURE CARD	08/14/2016	FOUND
16-31220 (A)	GREY IPHONE	08/14/2016	FOUND
16-31220 (A)	SMARTPHONE BLACK ZTE	08/14/2016	FOUND
16-31220 (A)	BLACK 320 GB HD HITACHI	08/14/2016	FOUND
16-31220 (A)	RED 250 GB HD HITACHI	08/14/2016	FOUND
16-31220 (A)	GREY VANS BACKPACK	08/14/2016	FOUND
16-31220 (A)	BLACK AC CHARGER	08/14/2016	FOUND
16-31220 (A)	DC USB CHARGER	08/14/2016	FOUND
16-37203 (A)	BLACK LG CELLPHONE	09/26/2016	FOUND
16-37203 (A)	BLACK F/PURSE BETSEY JOHNSON	09/26/2016	FOUND
16-37203 (A)	2 CELLPHONE CHARGERS BLUE/BLACK PNY	09/26/2016	FOUND
16-37203 (A)	UTILITY TOOL POCKET RED	09/26/2016	FOUND
16-37203 (A)	WHITE FIGURE BRACELET	09/26/2016	FOUND
16-37203 (A)	BLACK POCKET FLASHLIGHT	09/26/2016	FOUND

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-37203 (A)	3 WHITE ADAPTER CHARGERS SAMSUNG/LG W/CABLE	09/26/2016	FOUND
16-37203 (A)	BLACK SAMSUNG CELL PHONE	09/26/2016	FOUND
16-39139 (A)	GOLD IN COLOR RING WITH DIAMOND STUDS	10/09/2016	FOUND
16-36567 (A)	2 YELLOW CORDLESS DEWALT POWER DRILLS	09/22/2016	FOUND
16-36567 (A)	2 GRAY/BLK CORDLESS MAKITA POWER DRILLS	09/22/2016	FOUND
16-36567 (A)	2 BATTERY CHARGERS FOR DRILLS	09/22/2016	FOUND
16-36567 (A)	GREEN TOOL BELT NYLON	09/22/2016	FOUND
16-36567 (A)	BROWN TENNIS SHOES	09/22/2016	FOUND
16-36567 (A)	SEVERAL MISCELLANEOUS TOOLS AND CORDS	09/22/2016	FOUND
16-36567 (A)	LARGE WOODEN TOOLBOX ABOUT 4FT LONG	09/22/2016	FOUND
16-20118	BLACK PHONE NOKIA S#DNKN4010 WITH BLACK CASE	05/23/2016	FOUND
16-44185 (A)	BLK LG CELLPHONE	11/15/2016	FOUND
16-5521 (A)	GRAY WITH YELLOW ARMITRON WRIST WATCH	02/10/2016	FOUND
16-37586 (A)	BLUE WALLET	09/29/2016	FOUND
16-42806 (A)	MAROON GALAXY S5 ACTIVE #R38FB054VHD	11/05/2016	FOUND
16-30084 (A)	BROWN OAKLEY SUNGLASSES	08/06/2016	FOUND
16-38061 (A)	BLACK/GRAY OPEN PURSE WITH MAKEUP INSIDE	10/16/2016	FOUND
16-38061 (A)	BROWN BAG WITH MAKEUP INSIDE	10/16/2016	FOUND
16-38061 (A)	3 SETS OF EARPHONES (BLACK, RED, WHITE)	10/16/2016	FOUND
16-38061 (A)	2 USB CABLES (BLACK, WHITE)	10/16/2016	FOUND
16-38061 (A)	CAR CHARGER	10/16/2016	FOUND
16-38061 (A)	BLACK CELL PHONE SKU SCH12002PP	10/16/2016	FOUND

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-38061 (A)	LG CELLPHONE IN A PINK COVER	10/16/2016	FOUND
16-38061 (A)	LG CELLPHONE BOTTOM RIGHT CORNER CRACKED	10/16/2016	FOUND
16-38061 (A)	GRAY SMALL FLASHLIGHT	10/16/2016	FOUND
16-38061 (A)	GRAY SMALL POCKET KNIFE	10/16/2016	FOUND
16-38061 (A)	3 NECK CHAIN WITH THREE KEYS	10/16/2016	FOUND
16-38061 (A)	2 WHITE BRACELETS	10/16/2016	FOUND
16-38061 (A)	GRAY EARRING	10/16/2016	FOUND
16-35238 (A)	BLACK, HUAWEI CELL PHONE, Y538	09/12/2016	FOUND
16-45206 (A)	WHITE IN COLOR FLAIR CELLPHONE IMEI:3E7214050673413	11/21/2016	FOUND
16-42798 (A)	AQUA WALLET	11/05/2016	FOUND
16-45785 (A)	RED MEDIUM SIERRA QUEST BICYCLE SN/LWFH101022	11/25/2016	FOUND
16-45785 (A)	BLK WITH RED PAINT SMALL NEXT WIPCORT BICYCLE SN/00TD464158	11/25/2016	FOUND
16-46409 (A)	RED/CLEAR/BLUE INFLATABLE XMAS DECORATION	11/29/2016	FOUND
16-46409 (A)	WHITE SURGE PROTECTOR OUTLET CONNECTOR	11/29/2016	FOUND
16-46409 (A)	1 WHITE, 1 BLACK, 2 YELLOW EXTENSION CORDS	11/29/2016	FOUND
16-46409 (A)	3 OUTDOOR CHRISTMAS HOLOGRAM PROJECTORS (BLACK)	11/29/2016	FOUND
16-46890 (A)	BROWN CELLPHONE WITH BLACK CASE	12/03/2016	FOUND
16-47564 (A)	RAY-BAN SUNGLASSES	12/08/2016	FOUND
16-50358 (A)	LAWN MOWER TROY-BILT S/N: 1A059KD0294000002	12/27/2016	FOUND
16-49507 (A)	SILVER IPOD (80GB)	12/21/2016	FOUND
17-2324 (A)	VIVITAL BLACK BINOCULAR	01-17-2017	FOUND
17-4270 (A)	GREEN BICYCLE SN HS140103140051427071	01-20-2017	FOUND

FOUND PROPERTY 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
17-2106 (A)	GREEN DUAL SHOCK DIRT RACER BICYCLE SN G1409157928	01-15-2017	FOUND
17-2120 (A)	HUFFY BIKE BLUE IN COLOR MODEL 34675B 06F SN BB06F08909	02-18-2017	FOUND
17-9992	GREEN SILVER BLACK 20 CHAOS BICYCLE #52090 F-520 SERIAL #WMJT0004013-1014	3-10-2017	FOUND
17-10016	BLUE ROADMASTER MT CLIMER SPORT BLUE SERIAL#M301279629	3-10-2017	FOUND
17-10016	GREEN AVIGO FRESSTYLE BMX BIKE SERIAL #GREEN SERIAL #01512010919	3-10-2017	FOUND

SAFEKEEPING 2017

AWARDED

AUCTION

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-9000	BLUE & WHITE COLOR COLEMAN ICECHEST	03-05-2016	SAFEKEEPING
16-19574	6 FT. ALUMINIUM LADDER (SILVER)	05-19-2016	SAFEKEEPING
16-7075	GREY & ORANGE COLOR (RIDGID) RADIO S/N CA13383D011162	02-02-2016	SAFEKEEPING
16-8999	BLACK COLOR MOTOROLA CELLPHONE S/N M666SG3L23	03-05-2016	SAFEKEEPING
16-8999	BLACK COLOR CELLPHONE (CRICKET) S/N 2XA9MB1130230587	03-05-2016	SAFEKEEPING
16-8999	BLUE COLOR CELLPHONE SAMSUNG (CRICKET) S/N A000002F705B10	03-05-2016	SAFEKEEPING
16-15722	GRAY & RED COLOR (HONDA) LAWNMOVER S/N MZCG8037019	04-22-2016	SAFEKEEPING
17-1346	BLACK COLOR PURSE	01-11-2017	SAFEKEEPING
17-1346	ARIZONA BLUE JEAN	01-11-2017	SAFEKEEPING
17-1346	CD CASE STARWAR LEGO GAME & JUST DANCE 2 GAME	01-11-2017	SAFEKEEPING
17-1346	BLACK COLOR POUCH	01-11-2017	SAFEKEEPING
16-19398	BLUE & BLACK COLOR CELLPHONE S/N 325152362065	05-18-2016	SAFEKEEPING
16-19398	BLACK METAL CLAMPS	05-18-2016	SAFEKEEPING
16-19398	RED COLOR FLOOD LIGHTS	05-18-2016	SAFEKEEPING
16-46570	BLUE COLOR SC200 RALEIGH BIKE S/N 0012510197	12-01-2016	SAFEKEEPING
16-47376	BLACK & ORANGE COLOR HUFFY BIKE S/N HTJ123E4664	12-07-2016	SAFEKEEPING
16-49210	BLACK COLOR SONY PS4 S/N MB267504976	12-20-2016	SAFEKEEPING
16-49210	PINK & BLACK BAG W/ MISC. CLOTHES	12-20-2016	SAFEKEEPING
16-49210	PINK & GREY BAG W/ BROWN COLOR WALLET	12-20-2016	SAFEKEEPING
16-49210	BLACK RCA LABTOP S/N 6BEDB21740D2	12-20-2016	SAFEKEEPING
16-49210	ORANGE & RED BAG	12-20-2016	SAFEKEEPING
16-49210	BROWN MK PURSE	12-20-2016	SAFEKEEPING
16-49210	PINK BAG W/ MAKE-UP	12-20-2016	SAFEKEEPING
16-49210	PINK HELLO KITTY MAKE-UP BAG	12-20-2016	SAFEKEEPING
16-49210	BLUE & YELLOW MAKE-UP BAG	12-20-2016	SAFEKEEPING
16-49210	GREEN & BLACK MYSTICS SHIRTS	12-20-2016	SAFEKEEPING
16-49210	BLACK GUESS PURSE	12-20-2016	SAFEKEEPING
16-49210	PINK & BLACK PURSE	12-20-2016	SAFEKEEPING
16-49210	PINK PURSE	12-20-2016	SAFEKEEPING
16-49210	RED & BROWN DB PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK NINE WEST PURSE	12-20-2016	SAFEKEEPING
16-49210	ORANGE KENNETH COLOE PURSE	12-20-2016	SAFEKEEPING
16-49210	BROWN & PINK PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK TYLAR RODES PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK COACH PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK & BROWN PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK & WHITE MAKE-UP BAG	12-20-2016	SAFEKEEPING
16-49210	BROWN KATHY PURSE	12-20-2016	SAFEKEEPING

16-49210	MAROON PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK & BROWN COWGIRL PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK STEVE MADDEN PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK PURSE	12-20-2016	SAFEKEEPING
16-49010	LA POLICE GEAR BACKPACK	12-20-2016	SAFEKEEPING
16-49210	PINK & BLUE HELLO KITTY BACKPACK W/ CLOTHES	12-20-2016	SAFEKEEPING
16-49210	BLACK BACK-PACK	12-20-2016	SAFEKEEPING
16-49210	PINK W/ DOTHES BACK-PACK	12-20-2016	SAFEKEEPING
16-49210	WHITE & GREEN PURSE	12-20-2016	SAFEKEEPING
16-49210	BROWN PURSE W/ CLOTHES	12-20-2016	SAFEKEEPING
16-49210	BLACK & WHITE PURSE	12-20-2016	SAFEKEEPING
16-49210	GREY BAG W/ CROSS	12-20-2016	SAFEKEEPING
16-49210	BLACK UTRGV BACK -PACK	12-20-2016	SAFEKEEPING
16-49210	BLACK PURSE	12-20-2016	SAFEKEEPING
16-49210	BLACK FLAT SCREWDRIVER	12-20-2016	SAFEKEEPING
16-49210	BLACK ZTE CELLPHONE S/N 32BC527440D8	12-20-2016	SAFEKEEPING
16-49210	BLACK & GREY APPLE S/N F7PM139TEP84	12-20-2016	SAFEKEEPING
16-49210	BLACK PADDLE TRAIN CASE W/ GUITER EQUT.	12-20-2016	SAFEKEEPING
16-49210	BROWN WALLET	12-20-2016	SAFEKEEPING
16-21417	BLUE COLOR BIKE (MAGNA) S/N 98TD914132	06-01-2016	SAFEKEEPING
16-41382	PINK & BLACK NEXT BIKE S/N 49579833	11-17-2016	SAFEKEEPING
16-41382	BLUE NEXT BIKE S/N MQ406007999	11-17-2016	SAFEKEEPING
16-41382	BLACK & MAROON HUFFY USA BIKE S/N 266549337331H27	11-17-2016	SAFEKEEPING
16-41382	MAROON OZONE 500 BIKE S/N 99363795	11-17-2016	SAFEKEEPING
16-41382	SILVER HUFFY BIKE S/N AL07G071209	11-17-2016	SAFEKEEPING
16-41382	BLUE MONGOOSE BIKE S/N SNFSD13HT6917	11-17-2016	SAFEKEEPING
16-41382	BLACK MONGOOSE BIKE S/N SNFSD13M14383	11-17-2016	SAFEKEEPING
16-41382	BLACK & YELLOW BRUTE LAWNMOWER S/N 2014958974	11-17-2016	SAFEKEEPING
16-41382	BLUE PAINT PUMP S/N RA36811	11-17-2016	SAFEKEEPING
16-41382	GRAY CRAFTMAN GRINDER S/N 0133W	11-17-2016	SAFEKEEPING
16-41382	ORANGE TILE CUTTER	11-17-2016	SAFEKEEPING
16-41382	GRAY TOOL BOX W/ MISC. TOOLS	11-17-2016	SAFEKEEPING
16-41382	RED & WHITE COOLER W/ MISC. TOOLS	11-17-2016	SAFEKEEPING
16-41382	GREEN TENT	11-17-2016	SAFEKEEPING
15-48707	CLOTHING	12-22-2015	SAFEKEEPING
15-48707	CLOTHING	12-22-2015	SAFEKEEPING
15-48707	SONY PLAYSTATION WIRELESS HEADSET S/N 4RF0300000010	12-22-2015	SAFEKEEPING
15-48707	SONY PLAYSTATION PS4 S/N MB864874304	12-22-2015	SAFEKEEPING
15-48707	SCOSCHE BOOM BOTTLE GREY S/N SJT11347	12-22-2015	SAFEKEEPING
15-48707	SCOSCHE BOOM BOTTLE BLUE S/N SJT11442	12-22-2015	SAFEKEEPING
15-48707	PROPET SANDALS BROWN	12-22-2015	SAFEKEEPING
15-48707	PROPET SANDALS BLACK	12-22-2015	SAFEKEEPING
16-43533	BLACK COLOR ZTE CELLPHONE NO S/N	11-10-2016	SAFEKEEPING
14-37609	RED COLOR SKIL ROUTER S/N H39029/2610917493	09-15-2014	SAFEKEEPING
14-25318	BLUE PURSE	06-21-2014	SAFEKEEPING
14-25318	MISC. BELTS	06-21-2014	SAFEKEEPING
14-25318	MISC. COSTUME JEWELRY ACCESSORIES	06-21-2014	SAFEKEEPING

[illegible]

ART 18.16 2017

CASE NUMBER	DESCRIPTION/SERIAL NUMBER IF ANY	DATE RECEIVED	TYPE
16-9301	RED BRIGGS AND STATON LAWN MOWER 6.5 HP SN/ 1505225831757	03/07/2016	ART. 18.16
16-30937	4 BLK EXIDE PX319256 VEHICLE BATTERIES	08/12/2016	ART. 18.16
16-30937	1 CLEAR LARGE TRASH BAG WITH CLOTHES AND SHOES	08/12/2016	ART. 18.16
16-30937	2 SMALL BAGS WITH CLOTHES	08/12/2016	ART. 18.16
16-30937	1 LARGE HAMMER WITH BLUE GRIP	08/12/2016	ART. 18.16
16-30937	LARGE HAT	08/12/2016	ART. 18.16
16-3937	CHROME LUG WRENCH	08/12/2016	ART. 18.16
16-33361	SAMSUNG BLUE RAY	08/30/2016	ART. 18.16
16-33361	1 EXIDE SEMI TRAILER BATTERY	08/30/2016	ART. 18.16
16-33361	PORTABLE CABLE SAW	08/30/2016	ART. 18.16
16-12669	GREEN RYOBI GENERATION SN/RY12200CSNET12430110077	04/01/2016	ART. 18.16
16-12380	MULTIMEDIA DISC PLAYER W/ 7IN MONITOR	03/30/2016	ART. 18.16
16-12380	RCA DVD PLAYER W/ 6 SPEAKERS AND SUBWOOFER SN/EJ291CD155249	03/30/2016	ART. 18.16
16-12380	FUNAI DVD/VCR PLAYER SN/ J49468225	03/30/2016	ART. 18.16
17-786	LEXUS FIRST AID KIT	01/06/2017	EVID/ ART.18.16
17-786	OFFICE MAX CALCULATOR	01/06/2017	EVID/ ART.18.16
17-786	2 SILVER FLASHLIGHTS	01/06/2017	EVID/ ART.18.16
17-786	FLAT SCREW DRIVER	01/06/2017	EVID/ ART.18.16
17-786	SMALL BLACK POUCH	01/06/2017	EVID/ ART.18.16
17-786	DRRREL BIT KIT	01/06/2017	EVID/ ART.18.16
17-786	GREEN PUMA BACKPACK	01/06/2017	EVID/ ART.18.16
17-786	SOLAREY BAN SUNGLASSES	01/06/2017	EVID/ ART.18.16
17-786	PREDAL SUNGLASSES	01/06/2017	EVID/ ART.18.16
17-786	CURVE COLOGN E	01/06/2017	EVID/ ART.18.16
17-786	ED HARDY COLOGNE	01/06/2017	EVID/ ART.18.16
17-786	DREHKER NOIR COLOGNE	01/06/2017	EVID/ ART.18.16
17-786	MORECO SILVER/BLK WATCH	01/06/2017	EVID/ ART.18.16
17-786	MORECO YELLOW/SILVER WATCH	01/06/2017	EVID/ ART.18.16
17-786	LG PHONE SN/404CYNL149279	01/06/2017	EVID/

			ART.18.16
17-786	BLACK DELL LAPTOP BAG W/ PAPERWORK	01/06/2017	EVID/ ART.18.16
17-786	BLACK NB SWEATER	01/06/2017	EVID/ ART.18.16
17-786	BLUE TOMMY HILFINGER SUITE CASE W/CLOTHING	01/06/2017	EVID/ ART.18.16
17-786	BLACK TOOLBOX W/ TOOLS (TUFFBOX)	01/06/2017	EVID/ ART.18.16
17-786	5 USB CORDS DIFFERENT COLORS	01/06/2017	EVID/ ART.18.16
17-786	2 RAM STICKS	01/06/2017	EVID/ ART.18.16
17-786	SD CARD 4GB	01/06/2017	EVID/ ART.18.16
17-786	BLACK CELLPHONE COOLPAD SN/ R38Y63622A WITH BLK/GRN CASE & CHARGER	01/06/2017	EVID/ ART.18.16
17-786	WHITE SMALL CALCULATOR	01/06/2017	EVID/ ART.18.16
17-786	RED BALLOON	01/06/2017	EVID/ ART.18.16
17-786	WHITE LIGHTER	01/06/2017	EVID/ ART.18.16
17-786	YELLOW CRACKER & LUCKY TICKET	01/06/2017	EVID/ ART.18.16
17-786	BLACK BACKPACK ES WITH MISC BOOKS INSIDE	01/06/2017	EVID/ ART.18.16
17-786	BLACK BACKPACK WITH A BROWN JACKET	01/06/2017	EVID/ ART.18.16
17-786	CHARGER CORD WHITE	01/06/2017	EVID/ ART.18.16
17-786	3 COMPUTER MICE WITH WIRES	01/06/2017	EVID/ART. 18.16
17-786	BLACK DELL LAPTOP WITH CHARGER SN/00144-534- 707-777	01/06/2017	EVID/ART. 18.16
17-786	G PAD F 8.0 SN/1DZNFV495 MOD/ LGV495 AT&T LG	01/06/2017	EVID/ ART.18.16
17-8391	TYC HEAD LAMP SN/206874001	02/26/2017	ART. 18.16
17-8391	TYC HEAD LAMP SN/206873001	02/26/2017	ART. 18.16
17-8391	BLACK DURALAST CAR BATTERY	02/26/2017	ART. 18.16
17-8391	NO BRAND LED HEAD LIGHT	02/26/2017	ART. 18.16
17-8391	TOYOTA CAR KEY	02/26/2017	ART. 18.16
17-8391	MASTER TORX KIT GRAY BOX	02/26/2017	ART. 18.16
17-8391	PLANO TRAY BOX W/ FISH GEAR (GRYW/BLUE)	02/26/2017	ART. 18.16

CANON CAMERA EOS REBEL KE	SN 2120000472
CANON CAMERA 38-85 MM	SN 2372682
SONY VIDEO CAMERA CYBER SHOT 3.3 MEGA PIXELS	SN 1106326
(27) BATTERIES FOR OLD CAMERAS BATTERIES	
(9) 2CR5 LITHIUM BATTERIES	
(16) A 23 ENERGIZER BATTERIES	
BLUE 12 INCH PLASTIC IMPULSE SEALER	
POLARIOD CAMERA F10 125MM	
JVC VIDEO CAMERA 250XDIGITAL ZOOM 2.5 ACTIVE MATRIX	SN 14570969
CANON EOS REBEL K2	SN 2103003856
MINOLTA QT SI MAXXIUM	SN 96002854
SUNPAK POWER ZOOM 4000 AF EXTERNA FLASH	SN 80075519
CANON EOS REBEL K2	SN 2121005567
CANON EOS REBEL 2000	SN 4515098
CANON EOS REBEL 2000	SN 3568570
CANON EOS REBEL K 2	SN 2103003857
CANON EOS REBEL K2	SN 2103003858
MINOLTA MAXXIUM 300 SI	SN 02508156
CANON EOS REBEL G	SN 5918266
CANON EOS REBEL K2	SN 2104008446
CANON EOS REBEL K2	SN 2104008448
MINOLTA MAXXIUM 300 SI	SN 01615662
SONY FD MAVICA 1.6 MEGA PIXEL	SN 115208
4 BLACK CAMERA POUCHES	
POLARIOD MACRO 5 SLR CAMERA WITH GRAY POUCH	SN 001977

CHAPTER 8 – DISPOSAL OF SURPLUS/SALVAGE EQUIPMENT/MATERIAL

8.A – SURPLUS EQUIPMENT AND PROPERTY

Any property that is movable or not attached to the land (referred to as personal property) such as furniture, fixtures, vehicles, equipment, tools, instruments, clothing, or other such items of value, which has lost its useful value to the City or has become obsolete, may be disposed of by any of the following methods.

1. Sold competitively by accepting sealed bids or by public auction.
2. Traded in for new equipment;
3. Donated to an entity with City Commission approval;
4. Recycled; or
5. If the item has no value except for salvage, the procedure will take place per section 8.B.

Personal property does not include real estate such as land, including the building or improvements on it, or its natural assets, such as minerals and water. The City may sell real property owned by the City by sealed bid under Local Government Code §272.001 or by public auction under this section. To sell real property by public auction, the City must publish notice of the auction. According to Local Government Code, §253.008, the notice must be published once a week for at least three consecutive weeks, with the first publication at least 20 days before the date the auction is held, in a newspaper of general circulation in both the county in which the City is located and the county in which the property is located. The notice must contain a description of the property, including location, and the date, time and location at which the auction is to be held.

DEPARTMENT	UNIT #	YEAR	MODEL	VIN	MILAGE	VALUE	HAVE TITLE
PUBLIC WORKS	416	2009	FORD F-250	1FDSX20R29EA42633	157,032	\$ 9,779.00	YES
PUBLIC WORKS	435	1995	CHEVY	1GNGC26KOSJ452111	141,921	\$ 1,055.00	YES
PUBLIC WORKS	407	2006	FORD F-250	1FTNX20546EC85984	118,227	\$ 6,631.00	YES
PUBLIC WORKS	464	2003	FORD F-150	1FTRW07633KD77690	93,277	\$ 2,740.00	YES
PUBLIC WORKS	428	1999	FORD F-150	1FTRF17W8XKBO1971	144,646	\$ 1,660.00	YES
PUBLIC WORKS	425	1999	FORD F-150	1FTRF17WXXKBO1969	153,551	\$ 1,594.00	YES
PUBLIC WORKS	445	2001	FORD F-350	1FDWF36S51EC16932	141,445	\$ 2,911.00	YES
PUBLIC WORKS	405	2009	FORD F-250	1FDSX20R09EA42632	167,088	\$ 9,779.00	YES
PUBLIC WORKS	406	2009	FORD F-250	1FDSX20R49EA42632	132,477	\$ 9,779.00	YES
PUBLIC WORKS	463	2003	FORD F-150	2FTRF17W84CA35938	150,079	\$ 2,740.00	YES
PUBLIC WORKS	462	2001	CHEVY SILVERADO	1GCEC14VX1Z268852	106,935	\$ 3,108.00	YES
PUBLIC WORKS	466	2000	FORD F-250	1FTNF20L7YEE26924	118,907	\$ 2,442.00	YES
PUBLIC WORKS	415	1997	FORD F-150	1FTDF176XVK690890	185,000	\$ 1,754.00	YES
PUBLIC WORKS	419	1997	FORD F-150	1FTDF1761VKC90888	146,673	\$ 1,754.00	YES
PUBLIC WORKS	418	1998	FORD F-150	1FTZX176XWKB67711	112,123	\$ 1,915.00	YES
PUBLIC WORKS	437	2001	FORD F-450	1FDXF46561EC1693	93,243	\$ 3,135.00	YES
PUBLIC WORKS	443	2001	FORD F-350	1FDWF36S71EC16933	128,919	\$ 3,135.00	YES
PUBLIC WORKS	465	1999	FORD F-150	1FTRF17W4XKBO1966	125,643	\$ 1,994.00	YES
PUBLIC WORKS	427	1997	FORD F-150	1FTDF1768VKC90886	104,968	\$ 1,754.00	YES
PUBLIC WORKS	M-416	1999	KUBOTA L3130	37441			NO
PUBLIC WORKS	141		310 D BACKHOE	TO310DB819885			YES
PUBLIC WORKS	434	2003	STERLING WHIRLWIND	489HAAADBVX4DM87111			YES
PUBLIC WORKS	438	2006	STERLING EAGLE	49HAADBV96DV11000			NO
PUBLIC WORKS	M-419	1997	JOHN DEERE 5200	LV5200E621367			NO
PUBLIC WORKS	M-465	2006	JOHN DEERE 2 TRACK 2445	M0244SC065837			YES
PUBLIC WORKS		1967	6X6 DUES SN#0225-18200 20-077-1617 DA-20113-AMC07241 (T)				NO
PUBLIC WORKS	449	1992	E-ONE FIRE APPURATUS	46JBAA8XN1003996			NO
PUBLIC WORKS	M-438	1999	CAMPER TRAILER	4YDT28025X3009323			NO
PUBLIC WORKS			45" DIAMOND MOWER DECI	MF10028			NO
PUBLIC WORKS			60" DIAMOND MOWER DECK5	5857			NO
IT	800	2005	FORD EXPLORER	1FMZU62KX5ZA53932	64,155		YES
FIRE DEPT.	315	2003	FORD F-550	1FDAF57P33DO96289			NO
UTILITIES	723		FORD F-250	1FTNF20LOYRR26926			YES
UTILITIES	711	1988	KENWORTH DUMP TRUCK	1XKAD29X2JS513202			YES
UTILITIES	710	1988	INTERNATIONAL	1HTLC2WM8JH591848			YES
PD	10	2010	FORD CROWN VIC	1FABP7BV9AX124315			YES
PD	70	2000	CHEVY E250	1GAHG39R7Y1126887			YES
PD	93	2008	FORD TAURUS	1FAHP24W28G163329			YES
PD	126	2011	CHEVY TAHOE	1GNLC2E00BR258713			YES
PD	114	1994	CHEVY SILVERADO	1GBHK39N0RE294033			YES

PD	51	2003	DODGE RAM	3D7KU28653G772016	YES
PD	64	2008	FORD TAURUS	1FAHP24W08G163331	YES
PD		2011	MITSUBISHI	MMBMG45H8BD004953	YES
PD		2005	HONDA ACCORD	1HGCM56765A179215	YES
PD		2000	CHEVY SUBURBAN	1GNEC13R2YR123312	YES
PD		2000	GMC SIERRA	2GTEC19T2Y1113643	YES
PD		2006	CHEVY SILVERADO	3GCEK14P86G198941	NO
PD		2002	FORD MUSTANG	1FAFP44402F194688	YES
PD		2003	UTILITY TRAILER	1UYVS24863U992106	YES
PD		2007	FREIGHTLINER TRACTOR	1FUJBCK57LY26903	NO
PD		2003	FORD EXPEDITION	1FMPU17L63LA87524	NO
PD		2010	FORD SPORT TRAC	1FMEU3B87AUA00078	YES
PD		2006	FORD F150	1FTRX12516FA15498	NO
PUBLIC UTILITIES			HONDA GX120	GCAK-1222641	
PUBLIC UTILITIES			HONDA GX160	GCAK-1025365	
PUBLIC UTILITIES			HONDA GX160	GCAFT-2880488	
PUBLIC UTILITIES			HONDA	GC02-6820320	
PUBLIC UTILITIES			HONDA WT 30X	GX240-242CM	
PUBLIC UTILITIES			HONDA GX160	GCAHK-1161333	
PUBLIC UTILITIES			HONDA GX120	GCAHK-116130	
PUBLIC UTILITIES			HONDA GC120 4.0	GC01-3239332	
PUBLIC UTILITIES			HONDA	GC002-6820229	
PUBLIC UTILITIES			HONDA GX 160 5.5	GC01-44485343	
PUBLIC UTILITIES			HONDA GX 120 4.0	CG02-5499487	
PUBLIC UTILITIES			HONDA GX 120 4.0	GCAHK-1013361	
PUBLIC UTILITIES			HONDA GX 120	GCAHK-1210725	
PUBLIC UTILITIES			PROPANE TANK	2501.199EL1P30	
PUBLIC UTILITIES	M-724		HT413-201	352617	
PUBLIC UTILITIES			FERRO TRACK	4439732	
PUBLIC UTILITIES			FERRO TRACK	MAGNETIC LOCATOR F160	
PUBLIC UTILITIES			MAGNA TRACK	200067527	
PUBLIC UTILITIES			MAGNA TRACK	200066646	
PUBLIC UTILITIES			MAGNA TRACK	200038817	
PUBLIC UTILITIES			MAGNA TRACK	200068012	
PUBLIC UTILITIES			MAGNA TRACK 100	100063821	
PUBLIC UTILITIES			MAGNA TRACK 100	100063820	
PUBLIC UTILITIES			MAGNA TRACK 100	450713100	
PUBLIC UTILITIES			MAGNA TRACK 100	450480995	
PUBLIC UTILITIES			2) TRUCK CAMPERS		
PUBLIC UTILITIES			3) HYDRAULIC JACKS		
PUBLIC UTILITIES			BENCH PRESS		
PUBLIC UTILITIES			3) CHEMICAL SPRAYERS		

PUBLIC UTILITIES		ELECTICAL SUBMERSIBLE PUN	268008155
PUBLIC UTILITIES		WEED EATER ECHO SM340	3003449
PUBLIC UTILITIES		EDGER ECHO HCL1500	TEH021UB2RB
PUBLIC UTILITIES		BLOWER ECHO PB200	9125427
PUBLIC UTILITIES		POWER SAWS WACKER BTS 103	5756465
PUBLIC UTILITIES		WACKER BTS 1035 L3	5585404
PUBLIC UTILITIES		WACKER BTS 635	18000234
PUBLIC UTILITIES		WACKER BTS 1035 L3	5908725
PUBLIC UTILITIES		STIHL	4.2611401e+10
PUBLIC UTILITIES		STIHL	00009673415FD
PUBLIC UTILITIES		IBM WHEEL WRITER 10 SERIE	11-0199309
PUBLIC UTILITIES		STAPLES 8 SHEET SHREDDEI	82501572
PUBLIC UTILITIES		LATHEM 8800 TIME CLOCKS	
PUBLIC UTILITIES		CATEGORY 5 ROUND SHOP FAN	
PUBLIC UTILITIES		FISHER SCIENTIFIC 307A	40200035
PUBLIC UTILITIES		PRECISION 815	699061090
PUBLIC UTILITIES		TORO RIDE-ON MOWER 7436	270005882
PUBLIC UTILITIES		SGAG STC48A-19KA	9255003
PUBLIC UTILITIES		ECHO SRM-280T	S74212049689
PUBLIC UTILITIES		ECHO SRM-265S	S79712002903
PUBLIC UTILITIES		ECHO SRM-280T	S74212053470
PUBLIC UTILITIES		ECHO SRM-280T	S74212053491
PUBLIC WORKS		ONAN 7.5HDKAJ11453D	K980825767
PUBLIC WORKS	PALLET 1	8) HOLYGEN LIGHT BARS	
PUBLIC WORKS	PALLET 1	HOLYGEN TRAFFIC ADVISOR	
PUBLIC WORKS	PALLET 2	MIX FILTERS 60	
PUBLIC WORKS	PALLET 3	RAFTMAN 12 DOOR TOOL BOX	
PUBLIC WORKS	PALLET 3	BATTERY CHARGER	MS0505
PUBLIC WORKS	PALLET 3	BATTERY CHARGER	MS1038
PUBLIC WORKS	PALLET 3	BATTERY TESTER	22815
PUBLIC WORKS	PALLET 3	PIONOIR CAR STEREO	JGTM093546UC
PUBLIC WORKS	PALLET 3	MAC FLOW MUFFLER	
PUBLIC WORKS	PALLET 3	2) PRESSURE REGULATORS	
PUBLIC WORKS	PALLET 3	2 MACHANIC CREEPERS	
PUBLIC WORKS	PALLET 3	25FT HOSE REEL KOBALT	
PUBLIC WORKS	PALLET 3	PDF EXHAUST FILTER F-250	
PUBLIC WORKS	PALLET 4	GOODYEAR TIRES FIRE TRUCK	315-80/R22.5 X7
PUBLIC WORKS	PALLET 5	GOODYEAR TIRE FIRE	425/60/22.5
PUBLIC WORKS	PALLET 5	GOODYEAR TIRE FIRE	315/80/22.5
PUBLIC WORKS	PALLET 5	FIRESTONE TIRE	425/65/22.5X2
PUBLIC WORKS	PALLET 5	GOODYEAR TIRE	315/80/22.5X2
PUBLIC WORKS	PALLET 6	BRIDGESTONE TIRE	11R22.5X2
PUBLIC WORKS	PALLET 6	GOODYEAR TIRE	11R22.5X1

PUBLIC WORKS	PALLET 6	FIRESTONE TIRE	11R22.5X1
PUBLIC WORKS	PALLET 6	SYNERGY TIRE	11R22.5X1
PUBLIC WORKS	PALLET 6	BRIDGESTONE TIRE	225/70/19.5X2
PUBLIC WORKS	PALLET 7	TPI SHOP FAN	
PUBLIC WORKS	PALLET 7	WATER DISPENSOR	RT502993M
PUBLIC WORKS	PALLET 7	12V 18AH HARD BATTERY CHARGER	H0008
PUBLIC WORKS	PALLET 7	OUTSIDE AREA LIGHT	
PUBLIC WORKS	PALLET 7	CRAFTMAN DRILL	G0608
PUBLIC WORKS	PALLET 7	HEAR GUN DEWALT	36225
PUBLIC WORKS	PALLET 7	CORDLESS DRILL	956046-0312256
PUBLIC WORKS	PALLET 7	8 CHAIRS	
PUBLIC WORKS	PALLET 8	305/40/22	
PUBLIC WORKS	PALLET 8	275/55/20	
PUBLIC WORKS	PALLET 8	265/65/18X2	
PUBLIC WORKS	PALLET 8	285/85/22	
PUBLIC WORKS	PALLET 8	275/55/20	
PUBLIC WORKS	PALLET 8	305/40/22	
PUBLIC WORKS	PALLET 8	275/65/20	
PUBLIC WORKS	PALLET 8	275/55/20	
PUBLIC WORKS	PALLET 8	275/55/20	
PUBLIC WORKS	PALLET 8	285/45/22	
PUBLIC WORKS	PALLET 8	285/45/22	
PUBLIC WORKS	PALLET 8	285/45/22	
PUBLIC WORKS	PALLET 8	285/45/22	
PUBLIC WORKS	PALLET 8	265/70/18	
PUBLIC WORKS	PALLET 8	265/60/18	
PUBLIC WORKS	PALLET 9	4 BAR STOOLS	
PUBLIC WORKS	PALLET 9	9 BAR TABLES	
PUBLIC WORKS		32" WOOD DOOR	
PUBLIC WORKS		BROWN BENCH	
PUBLIC WORKS		TABLE 8FT	
PUBLIC WORKS		TRACTOR HOOD	5520
PUBLIC WORKS		MAIL DESK	
PUBLIC WORKS		WOOD STAND	
PUBLIC WORKS	PALLET 10	4 SEAT BENCH	
PUBLIC WORKS	PALLET 9	MIX FILTERS	
PUBLIC WORKS	PALLET 9	MACANIC CREEPER	
PUBLIC WORKS	PALLET 9	FAN MOTOR RF-X66	BE5Z-8C607-A
PUBLIC WORKS	PALLET 9	MIRROR	8C3Z-17683-AC
PUBLIC WORKS	PALLET 11	SBTB 60 POLY 60" BROOM	
PUBLIC WORKS	PALLET 11	54" POLY & METAL SBTBX2	
PUBLIC WORKS	PALLET 11	DISCHARGE HOSE 20FT	
PUBLIC WORKS	PALLET 12	3 SEAT BENCH	

PUBLIC WORKS	PALLET 13	TOOL BOX	
PUBLIC WORKS	PALLET 13	RADIATOR	3C3H-8010-BE
PUBLIC WORKS	PALLET 13	TOOL BOX	
PUBLIC WORKS	PALLET 13	WATER JUG BASKET	
PUBLIC WORKS	PALLET 13	HI TECH SHOP LAMPX3	
PUBLIC WORKS	PALLET 13	TOWING HINGESX3	
PUBLIC WORKS	PALLET 13	OIL HAND PUMPSX3	
PUBLIC WORKS	PALLET 13	30FT ELECTRICAL REEL CORD	
PUBLIC WORKS	PALLET 14	J&B ENGINE STOP LEAKX3	
PUBLIC WORKS	PALLET 14	J&B ENGINE TUNE UP	
PUBLIC WORKS	PALLET 14	JOHN DEERE OIL FILTER	RE62418
PUBLIC WORKS	PALLET 14	JOHN DEERE FUEL	RE62419
PUBLIC WORKS	PALLET 14	OIL PRESSURE SWITCH	PS135T
PUBLIC WORKS	PALLET 14	CAPX2	F2UZ-7A214-CA
PUBLIC WORKS	PALLET 14	EXHAUST FLANG BOLTX3	3129
PUBLIC WORKS	PALLET 14	SENSOR	F-5AZ-12A648-A
PUBLIC WORKS	PALLET 14	1/2 PANEL SOCKET	820003
PUBLIC WORKS	PALLET 14	PIGTAIL	S-545
PUBLIC WORKS	PALLET 14	SPARK PLUG FOOLERSX2	42006
PUBLIC WORKS	PALLET 14	STROBE LIGHT	R6600FT
PUBLIC WORKS	PALLET 14	STROBE BULB X2	FT3865
PUBLIC WORKS	PALLET 14	DIMMER SWITCH	D5-72
PUBLIC WORKS	PALLET 14	DOME CAPS X27	434
PUBLIC WORKS	PALLET 14	FLASHER	44530
PUBLIC WORKS	PALLET 14	FLASHER	9442872
PUBLIC WORKS	PALLET 14	DEFOGGER RELAY	R3107
PUBLIC WORKS	PALLET 14	CLIPS X5	E9UZ-9B307-B
PUBLIC WORKS	PALLET 14	TEE	FLAZ-68899-A
PUBLIC WORKS	PALLET 14	FLASHER X2	44540
PUBLIC WORKS	PALLET 14	HEADLIGHT	H4701
PUBLIC WORKS	PALLET 14	BULB	H40282
PUBLIC WORKS	PALLET 14	RED LENS	91502
PUBLIC WORKS	PALLET 14	RED LENS	410-15R
PUBLIC WORKS	PALLET 14	424-15-R	
PUBLIC WORKS	PALLET 14	SPOT LIGHT	325GM
PUBLIC WORKS	PALLET 14	WEATHER STRIP	F5AZ-5443720-A
PUBLIC WORKS	PALLET 14	AIR HOSE 5FT 1/2 X5	
PUBLIC WORKS	PALLET 14	BECON LIGHT	
PUBLIC WORKS	PALLET 14	OIL GASKET	82560
PUBLIC WORKS	PALLET 15	IMPACT GUN	1L9
PUBLIC WORKS	PALLET 15	FLOOR JACK STINGERS X2	
PUBLIC WORKS	PALLET 15	MICHELIN JACK 1/2 TON X2	
PUBLIC WORKS		STIHL	285733130

PUBLIC WORKS	ECHO	T42312007266
PUBLIC WORKS	STIHL	500200557
PUBLIC WORKS	STIHL	266844843
PUBLIC WORKS	STIHL	280515385
PUBLIC WORKS	STIHL	298692209
PUBLIC WORKS	ECHO	3003425
PUBLIC WORKS	STIHL	295853362
PUBLIC WORKS	STIHL	295853373
PUBLIC WORKS	STIHL	286924085
PUBLIC WORKS	STIHL	503053524
PUBLIC WORKS	STIHL	500200558
PUBLIC WORKS	STIHL	273798603
PUBLIC WORKS	STIHL	264447564
PUBLIC WORKS	STIHL	264447374
PUBLIC WORKS	ECHO	5.853120073E+11
PUBLIC WORKS	ECHO BLOWER	P09012230019
PUBLIC WORKS	ECHO BLOWER	P09012229866
PUBLIC WORKS	STIHL CHAIN SAW	276297383
PUBLIC WORKS	STIHL CHAIN SAW	276297258
PUBLIC WORKS	STHL	501490396
PUBLIC WORKS	STHL	502632243
PUBLIC WORKS	ECHO PB-770T	PO3012075307
PUBLIC WORKS	ECHO HC-1500	672552
PUBLIC WORKS	STIHL CHAIN SAW	1.12302108e+10
PUBLIC WORKS	STIHL WEED EATER FS90R	299598891
PUBLIC WORKS	ENCORE52 52K650	43182
PUBLIC WORKS	FIELD AND BRUSH MOWER	FH500VD27605
PUBLIC WORKS	2009 AGUM LIGHT TOWER 4060JH	5AJLS161X9B000179



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: May 23, 2017

MEETING DATE: June 5, 2017

FROM: Javier Gonzalez, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, on agreement between City of Pharr and Bond & Bond Auctioneers & Realty for an Auction of City Surplus Property.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

The Pharr Police Department seeks to hold an auction of city surplus equipment and property approved as surplus by this commission.

The department seeks to obtain approval from the commission to allow Pharr Police Chief Ruben Villegas to enter an agreement with Bond & Bond Auctioneers & Realty to conduct the auction. The auctioneers would receive 9.5 % commission and pay approximately \$1,155.00 for required advertising deducting costs from the sales.

The City of Pharr Police Department as well as neighboring police departments have used Bond & Bond Auctioneers for multiple years. In the past years we have found that other auctioneers do not auction motor vehicles and other surplus property, they only do one or the other. It is of benefit to this department to use an auctioneer that can auction both types of property.

Financial Consideration:

The auctioneers would receive 9.5 % commission and pay approximately \$1,155.00 for required advertising deducting costs from the sales.

Staff Recommendation: Based on the foregoing discussion, I hereby recommend that

the city commission approve the Police Chief entering an agreement with Bond and Bond Auctioneers & Realty.

Alternatives:

Not approve the company to conduct auction and seek other vendor for services.

ROUTING:

Javier Gonzalez	Created/Initiated - 05/23/2017
Ruben Villegas	Approved - 05/23/2017
Karla Moya	Approved - 05/30/2017
Patricia Rigney	Approved - 05/30/2017
City Management Office	Final Approval - 05/31/2017

**BOND & BOND
AUCTIONEERS & REALTY**

2301 N. Cesar Chavez Rd
San Juan, Tx 78589
Oscar Ed "Pete" Bond - AUC#7134
Real Estate Broker #0294141

Ph. (956) 283-0422
Fax (956) 283-0452
EMAIL ADDRESS: pbond1@rgv.rr.com
WEBSITE: www.bondauctioneers.com

AGREEMENT FOR SALE OF PERSONAL & CHATTEL PROPERTY AUCTION

AGREEMENT MADE THIS 19th DAY OF MAY '2017 BETWEEN CHIEF RUBEN VILLESAS
(LT. WILLIAM RYAN)
OF CITY OF PHARR, PH# (956) 460-1007

HEREAFTER CALLED SELLER, AND BOND AND BOND AUCTIONEERS, HEREAFTER CALLED AUCTIONEERS. THE SELLER HEREBY AGREES TO TURN OVER AND DELIVER TO THE AUCTIONEERS, TO BE SOLD AT PUBLIC AUCTION THE ITEMS LISTED. NO ITEM SHALL BE SOLD OR WITHDRAWN FROM THE SALE. IF ANY ITEM IS WITHDRAWN OR SOLD THE AUCTIONEERS SHALL RECEIVE FULL COMMISSION ON THE ITEM. IF THE AUCTION IS CANCELLED BY THE SELLER, THE AUCTIONEER RECEIVES FULL COMMISSION ON ALL PROPERTY THAT WAS TO BE AUCTIONED, PLUS ADVERTISEMENT, AND AUCTION PREPARATION FEES. LIST ITEMS TO SELL. USE ADDENDUM SHEET IF NEEDED.

SELL ALL EQPT. VEHICLES & PROPERTY WITH NO RESERVE TO THE HIGHEST BIDDER.

THE AUCTION IS TO BE HELD AT BOND AUCTION CENTER, ON SAT., AT 10:00 AM/PM

8TH DAY OF JULY 2017 AND IN THE CASE OF POSTPONEMENT DUE TO THE INCLEMENT WEATHER SAID AUCTION WILL TAKE PLACE ON A LATER DATE AGREEABLE TO BOTH PARTIES. IT IS MUTUALLY AGREED THAT ALL SAID GOODS BE SOLD TO THE HIGHEST BIDDER. IT IS FURTHER MUTUALLY AGREED THAT THE AUCTIONEERS MAY DEDUCT THEIR FEES AT THE SET RATE BELOW FROM THE GROSS SALES RECEIPTS, RESULTING FROM SAID AUCTION SALE. THE AUCTIONEERS AGREE TO TURN OVER THE NET PROCEEDS FROM THE SALE OVER TO SELLER WITHIN 5 BUSINESS DAYS OF AUCTION, ALONG WITH SALE RECORDS AND RECEIPTS. THE SELLER AGREES THAT ALL EXPENSES INCURRED FOR THE ADVERTISEMENT, PROMOTION AND CONDUCTING SAID AUCTION SHALL BE FIRST PAID FROM THE PROCEEDS REALIZED FROM SAID AUCTION BEFORE THE PAYMENT AND SATISFACTION OF ANY LIENS OR ENCUMBRANCES. THE SELLER COVENANTS AND AGREES THAT HE HAS GOOD TITLE AND THE RIGHT TO SELL, AND THE SAID GOODS ARE FREE FROM ALL LIENS. THERE ARE NO LIENS ON ANYTHING I HAVE CONSIGNED TO AUCTION. IF I HAVE ANY LIENS, I WILL LIST THE LIEN HOLDERS INFORMATION BELOW OR ON A BOND & BOND AUCTIONEERS ADDENDUM SHEET. IF ANY LIENS ARE FOUND, I AGREE TO PAY ALL COSTS INCLUDING UCC RESEARCHES, ATTORNEY FEES AND COURT COSTS.

SELLERS SIGNATURE _____ **DATE:** _____

ITEMS WITH LIENS: _____ LIEN HOLDERS NAME & ADDRESS: _____ LIEN HOLDER OFFICER/LOAN OFFICER: _____

1. _____
2. _____

SELLER AGREES TO PROVIDE MERCHANTABLE TITLE TO ALL ITEMS SOLD AND DELIVER TITLE TO PURCHASERS, SELLER AGREES TO HOLD HARMLESS, THE AUCTIONEERS AGAINST ANY CLAIMS OF THE NATURE REFERRED TO IN THIS CONTRACT. IF THE HIGHEST BIDDER DOES NOT ACCEPT OR TAKE THE SELLERS PROPERTY, IT IS MUTUALLY AGREED THE SELLER TAKES IT BACK WITH NO RECOURSE AGAINST THE AUCTIONEERS.

MAKE CHECK PAYABLE TO: _____ MAIL CHECK: ☐ YES ☐ NO
IF YES, TO WHAT ADDRESS? _____

AUCTIONEERS % OF SALE OR BASE GUARANTEE: 9.5% ACROSS THE BOARD

ADVERTISEMENT PAID BY SELLER TO BE DEDUCTED FROM PROCEEDS: \$1,155.00 (MONITOR, VMS, HERALD & LEGAL NOTICES).

OTHER: _____

Joe Galindo
AGENTS SIGNATURE

X _____
SELLER SIGNATURE

THE AUCTION COMPANY ASSUMES NO RESPONSIBILITY FOR ANY DAMAGE, THEFT OR SHORTAGES, BEFORE, DURING OR AFTER THE AUCTION. THE SELLER IS RESPONSIBLE FOR SECURING THE PROPERTY AFTER IT HAS BEEN OFFERED BY SIGNING THIS CONTRACT. SELLER AGREES THAT THEY HAVE THEIR OWN INSURANCE TO COVER ANY AND ALL DAMAGES INCLUDING THEFT, VANDALISM, PAINT & BODY DAMAGES INCLUDING VEHICLES, AND UNDERSTANDS THAT THE AUCTION COMPANY WILL NOT BE RESPONSIBLE FOR ANY SUCH LOSS. THE AUCTION COMPANY ALSO CHARGES A 10% BUYERS PREMIUM TO BUYERS ON ALL SALES. INDIVIDUAL AUCTIONEERS CONDUCTING THE AUCTION ARE LICENSED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR), P.O. BOX 12157, AUSTIN, TX 78711 (512) 463-2906. TDLR'S RECOVERY FUND MAY PROTECT SELLERS AND PURCHASERS FROM ANY WRONGFUL CONDUCT BY AUCTIONEER. ANY UNRESOLVED COMPLAINT ABOUT AUCTIONEERS CAN BE DIRECTED TO TDLR.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.K.

DATE SUBMITTED: June 2, 2017

MEETING DATE: June 5, 2017

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, to enter into an agreement with The Wendorf Detective Agency for professional services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In effort to obtain contract basis to perform services as investigators or investigative consults. Details and scope of services are to be determined on a case by case basis and outlined in writing for each assignment.

Financial Consideration: City agrees to pay AGENCY the hourly rate of \$90.00 per hour, flat research fee of \$_____, and \$53.5¢ per mile, plus actual costs and expenses for each Investigator authorized by City to work on City's behalf. AGENCY agrees to provide City an estimate of the expenses for each assignment for City's approval prior to commencing any work.

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Anali Alanis
Anali Alanis
Karla Moya
Patricia Rigney
City Management Office

Created/Initiated - 06/02/2017
Pending -

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF PHARR and THE WENDORF DETECTIVE AGENCY

This agreement, made this _____ day of _____, 2017 between the CITY OF PHARR ("CLIENT"), a political subdivision of the State of Texas, and THE WENDORF DETECTIVE AGENCY ("AGENCY"), a domestic entity, also cumulative known as "Parties"

- (1) CLIENT retains AGENCY on an "as-needed" contract basis to perform services as investigators or investigative consults. Details and scope of services are to be determined on a case by case basis and outlined in writing for each assignment.
- (2) AGENCY hereby represents and warrants that it has been issued a License by the Texas Department of Public Safety, Private Security Bureau (PSB) No. A20677, that such license is current, has not been terminated, and that all fees applicable to the issuance of said license or requisite to the maintenance of said license have been complied with.
- (3) AGENCY shall furnish and maintain in full force and effect at all times during the term of this Agreement at least the minimum amount of Liability coverage for Bodily Injury and Property Damage required by the TxDPS PSB.
- (4) CLIENT agrees to pay AGENCY the hourly rate of \$90.00 per hour, flat research fee of \$_____, and \$53.5¢ per mile, plus actual costs and expenses for each Investigator authorized by CLIENT to work on CLIENT's behalf. AGENCY agrees to provide CLIENT an estimate of the expenses for each assignment for CLIENT's approval prior to commencing any work.
- (5) CLIENT agrees that AGENCY is empowered to perform said services for and on behalf of CLIENT, and to do all things necessary, appropriate, within the law or as advisable in performing said services. No illegal, unethical, or immoral services will be knowingly provided by AGENCY and CLIENT certifies that he/she/it will not knowingly request any illegal or unethical services. AGENCY reserves the right to decline or terminate any assignment for any issue of security, safety, or that it deems to be illegal, unethical, immoral or in AGENCY's sole opinion detrimental to AGENCY. AGENCY will perform services in compliance with all state and federal laws, regulations and best practices.
- (6) CLIENT understands and agrees that at no time will CLIENT or its Representatives be untruthful in regards to any information given to AGENCY. This includes, but is not limited to, why the CLIENT is pursuing the investigation or requesting the services. Certain investigations are available only with permissible purposes, and although AGENCY makes every effort to verify and validate that all requests are compliant, AGENCY relies heavily on the information supplied by CLIENT in the consultation phase.
- (7) AGENCY agrees to conduct this investigation with due diligence to protect the interests of CLIENT, and agrees that whatever confidential information is obtained while conducting the investigation will only be discussed or shared with CLIENT unless CLIENT instructs otherwise. AGENCY will keep all findings strictly confidential and will not disseminate or release any

findings to third parties unless authorized in writing by the CLIENT, or court ordered. AGENCY further agrees that it will not publish or disseminate any information obtained as a result of an investigation either directly or indirectly. AGENCY also waives any claim to having received information from confidential sources related to City stories, articles, commentaries, opinions, etc.

- (8) AGENCY promotes the responsible use of information that it provides and obtains in the course of its investigations, and reserves the right to withhold information for which AGENCY deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential information" shall not include such information as is or becomes part of the public domain through no action of AGENCY. The CLIENT is responsible to safeguard the information provided from unauthorized third party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. It is incumbent upon the AGENCY to inform CLIENT of any protected information and it is incumbent upon CLIENT and their representatives to be fully knowledgeable about such laws and regulations and/or to seek legal counsel prior to dissemination of reported information.
- (9) CLIENT herein acknowledges and understands the investigator(s) and their agents are not attorneys or police officers and cannot give legal advice to CLIENTs.
- (10) AGENCY shall not use sub-contracted investigators or agents without written consent of CLIENT.
- (11) CLIENT understands and agrees that at NO TIME will CLIENT or one of its Representatives show up at any surveillance location during times at which surveillance is being conducted, nor will they contact the SUBJECT of the investigation or let the SUBJECT of the investigation know that they are under investigation. Doing so would place not only the investigation in jeopardy, but could compromise the safety of the investigator(s). CLIENT agrees that if this clause is broken, it will immediately terminate the investigation.
- (12) CLIENT understands that AGENCY has made no guarantee to CLIENT as to the results regarding any of the investigations.
- (13) CLIENT agrees that all monies owed to AGENCY at the completion of any investigation will be paid in full, i.e., before any reports, pictures, video, or any other evidence is to be turned over to CLIENT.
- (14) All reports furnished to CLIENT by AGENCY are for the express use of CLIENT only. CLIENT agrees to hold AGENCY harmless from any and all damages, which are occasioned by CLIENT's disclosure of any part of said reports, photos, videos or actions of CLIENT. Indemnification. AGENCY agrees to fully indemnify and hold harmless CLIENT and any officers, employees, agents, and insurance carriers for any liability or damages associated with claims, judgments, or settlements related directly and indirectly from any unlawful or unauthorized disclosure or dissemination of information by AGENCY.

- (15) Investigations may be terminated at any time by the CLIENT upon written notification to AGENCY.
- (16) Either Party may terminate this Agreement with or without cause upon delivery of thirty (30) days written notice.
- (17) Applicable law; Venue. It is agreed that laws of the United States and Texas shall govern this agreement, and venue shall be agreed to in Hidalgo County, Texas.
- (18) The parties agree that AGENCY is an independent contractor for all purposes of this Agreement.
- (19) No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties.
- (20) If any provision, or any portion of this Agreement is found to be unlawful, void, or for any reason unenforceable, it shall be severed from, and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement.
- (21) Agency agrees that it may only perform work authorized on behalf of Client by the City Manager, Assistant City Manager, City Attorney, and Human Resources Director.

IN WITNESS WHEREOF, the Parties have hereunto agreed to accept and undertake the performance of this Agreement as above written. This Agreement is executed on behalf of the CLIENT and of the AGENCY by the duly authorized persons whose signatures appear below.

City of Pharr

By: _____
AMBROSIO 'AMOS' HERNANDEZ
MAYOR

Date: _____

Wendorf Detective Agency

By: _____
Gregg Wendorf
Owner/Qualified Manger/Private Investigator

Date: _____

ATTEST:

By: _____
HILDA PEDRAZA
CITY SECRETARY



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.L.

DATE SUBMITTED: May 23, 2017

MEETING DATE: June 5, 2017

FROM: Javier Gonzalez, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Ruben Villegas

Agenda Item: Consideration and action, if any, on renewal of Memorandum of Understanding / Certification of Commercial Vehicle Enforcement Authority between Texas Department of Public Safety and the Pharr Police Department.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The Pharr Police Department has partnered with the Texas Department of Public Safety and participates in the Motor Carrier Safety Assistance Program in efforts to reduce Commercial Motor Vehicle involved crashes. The Pharr Police Department has received training in the area of Commercial Motor Vehicle Inspections and follows the curriculum set forth by Texas Department of Public Safety.

The Pharr Police Department renews it's current Memorandum of Understanding on a Bi-Annual format to maintain compliance.

Financial Consideration: None

Staff Recommendation: Staff recommends approval of the Memorandum of Understanding.

Alternatives: For the Memorandum of Understanding not to be approved

ROUTING:

Javier Gonzalez
Ruben Villegas

Created/Initiated - 05/23/2017
Approved - 05/23/2017

Patricia Rigney
City Management Office

Approved - 05/24/2017
Final Approval - 05/30/2017



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH SR.
DEPUTY DIRECTORS

COMMISSION
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MANNY FLORES
A. CYNTHIA LEON
JASON K. PULLIAM
RANDY WATSON

ASSISTANT CHIEF JOEL ROBLES
PHARR POLICE DEPARTMENT
1900 S. CAGE BLVD
PHARR, TX 78577

Re: RENEWAL OF MEMORANDUM OF UNDERSTANDING
Certification of Commercial Vehicle Enforcement Authority

Dear Assistant Chief Robles:

Pursuant to your request, we are sending you the bi-annual renewal Memorandum of Understanding (MOU).

Please complete any blanks on the MOU related to your Municipality, have the appropriate authorized person sign the original, and return to me by July 15, 2017. Your authorized signatory should be the Chief of Police or a higher official. If the contact information requires substantial revision, please FAX the corrections to me at (512) 424-5712, and we will forward a corrected MOU to you.

If you have any questions, you may contact me at (512) 424-2053.

Sincerely,

Captain Omar Villarreal
Manager, Motor Carrier Bureau

OV/ta

Renewal request for the
MEMORANDUM OF UNDERSTANDING
WITH THE Pharr Police Department

We have complied with all federal, CVSA, and state requirements, and are current in filing all reports required by the MOU. We request renewal of the MOU, and have provided any necessary corrections to the contact information provided below.

Existing Information

Updated Information:

Pharr Police Department

74-600-1875
State Tax ID Number

74-600-1875
State Tax ID Number

Assistant Chief Joel Robles

Program Coordinator

Assistant Chief Joel Robles

Program Coordinator

1900 S. Cage Blvd
Pharr, TX 78577

Address

1900, S. Cage Blvd
Pharr, Tx 78577

Address

(956) 402-4739 or (956) 878-3233

Voice Phone Number

(956) 402-4739 or (956) 878-3233

Voice Phone Number

(956) 781-9163

Fax Number

(956)781-9163

Fax Number

joel.robles@pd.pharr-tx.gov

E-mail Address

joel.robles@pd.pharr-tx.gov

E-mail Address

Based on the last two digits of your Taxpayer Identification, you are scheduled to renew your MOU with the department before **8/1/2019**, and on the same date every **odd** year thereafter.

TO PREVENT LOSS OF AUTHORITY TO CONDUCT CVSA INSPECTIONS, please send this request form to the department thirty to sixty days before your MOU will expire by FAX to (512) 424-5262, or by mail to the Motor Carrier Bureau, Texas Department of Public Safety, P.O. Box 4087, Austin, Texas 78773-0522.

The information reflected above is correct and current. Please send us a renewal MOU.

Signature

Title

5-23-17
Date

MEMORANDUM OF UNDERSTANDING

Between

THE TEXAS DEPARTMENT OF PUBLIC SAFETY

(The "Department")

-and-

PHARR POLICE DEPARTMENT

(The "Allied Agency")

General Agreement

The goal of the Motor Carrier Safety Assistance Program is to reduce Commercial Motor Vehicle (CMV)-involved crashes, fatalities, and injuries through consistent, uniform, and effective CMV safety programs. Effective safety programs increase the likelihood that safety defects, driver deficiencies, and unsafe motor carrier practices are detected and corrected before they become contributing factors to crashes.

In order to maximize the effective utilization of CMV, driver, and cargo inspection resources; to avoid duplication of effort and to expand the number of inspections performed; to advance uniformity of inspection; and to minimize delays in schedules incurred by industry inherent to this type of enforcement activity, the undersigned parties enter into this Memorandum of Understanding (MOU).

In recognition of the many agencies - federal, state, county, and municipality – engaged in the inspection of commercial motor vehicles, their drivers, and cargo within the State of Texas; and the need for a basic delineation of routine responsibility, it is agreed:

1. The Department will inspect vehicles operating over public highways and at carrier terminal facilities.
2. Other allied agencies will, as a routine practice, confine inspection activities to vehicles operating over public highways and city streets in their jurisdiction with the exception of municipal police officers certified under Texas Transportation Code, Section 644.101; such municipal officers may conduct vehicle inspections at carrier terminal facilities.

The Parties understand that it is very important to ensure the timeliness and accuracy of information recorded about both interstate and intrastate motor carriers in their respective carrier profiles. To this end, the Federal Motor Carrier Safety Administration has imposed timeliness and accuracy standards on the Department regarding information about motor carriers. The Department, in turn, has established timeliness and accuracy standards for itself and for counties and municipalities engaged in the inspection of commercial motor vehicles.

The Parties' authorized inspection representatives (Program Coordinators) shall implement procedures in accordance with the minimum standards in this MOU.

In order to advance uniformity in the inspection of commercial motor vehicles and their operators, the Parties shall adopt the CVSA's North American Standard Roadside Inspection Procedures and North American Standard Out-of-Service Criteria as adopted by the Department of Public Safety under Chapter 644, Texas Transportation Code (the "Transportation Code" at <http://www.statutes.legis.state.tx.us/>); Title 37, Texas Administrative Code ("TAC" at <http://www.sos.state.tx.us/tac/index.shtml>), Chapter 4, Subchapter B; Chapter 16, Subchapter A; and Chapter 21 and any amendments thereto, and the most current version of the CMV Enforcement Guidance Documents provided by the Department.

Commercial Vehicle Safety Alliance (CVSA)

Levels of Inspection

Level I	North American Standard
Level II	Walkaround Inspection
Level III	Driver Only Inspection
Level IV	Special Inspection
Level V	Vehicle-Only Inspection (Terminal)

Responsibilities of the Department

In order to better implement and maintain the standards in this MOU, the Department shall:

1. Train, retrain (as necessary or desirable), test, and certify the inspectors of the Allied Agency as per the agreement between the Department and the CVSA.
2. Approve inspection forms for all inspections conducted in conformance with this agreement.
3. Approve vehicle and driver out-of-service stickers.
4. Supply CVSA decals on a cost recovery basis to municipalities and counties.
5. Supply software necessary for the data entry of all inspection information, on a cost recovery basis to municipalities and counties.
6. Upon request, the municipalities and counties may be supplied with inspection data.
7. Forward challenges of data in inspections or crash reports to the municipalities and counties for their investigation.

The Department may conduct random in-person observation of inspections conducted by the Allied Agency in order to ensure that the Allied Agency's inspectors maintain practical proficiency in the program.

Responsibilities of the Allied Agency

The Allied Agency shall enroll officers who have not met the minimum certification requirements for enforcement of Chapter 644 of the Code in training programs required by 37 TAC §4.13(b) necessary for certification prior to using these officers for commercial vehicle enforcement. The Allied Agency shall reimburse the Department for costs associated with any training provided by the Department under 37 TAC §4.13(b)(5).

The Allied Agency shall require all defects disclosed during the inspection process to be corrected.

The Allied Agency shall adopt the Recommended Out-of-Service and other defect repair verification procedures as developed by CVSA.

The Allied Agency shall honor the CVSA inspection decals affixed to those vehicles by all authorized agencies. CVSA decals will be affixed to vehicles which pass the Level I or V CVSA inspection with no disqualifying violations under the North American Standard Roadside Inspection Procedures and North American Standard Out-of-Service Criteria.

The Allied Agency shall implement a program to ensure its officers perform the required inspections annually as specified in 37 TAC §4.13(c), and successfully complete the required annual certification training to maintain their certification. To further program goals and achieve the highest quality in inspections, the Allied Agency shall ensure that its officers conduct more than the minimum number of inspections required to maintain certification and that inspections are evenly distributed throughout the year to maintain enforcement continuity.

The Allied Agency shall immediately suspend from performing CVSA enforcement and inspections any officer who fails to maintain his certification or who fails to perform the required inspections following CVSA's North American Standard Uniform Inspection Procedures and North American Standard Out-of-Service Criteria guidelines.

The Allied Agency shall send a representative to the annual MCSAP meeting held by the Department to ensure familiarity with all updates to policies and procedures.

If the Allied Agency wishes to continue commercial vehicle enforcement beyond the date specified in the Termination of Certification section of this MOU, the Allied Agency shall mail or FAX a renewal request not more than sixty (60) calendar days nor less than thirty (30) calendar days prior to the expiration date of this MOU.

The Allied Agency shall also abide by the following policies and guidelines:

1. Conduct inspections only by using CVSA certified inspectors.
2. Inspections must be conducted on duty. No inspections may be performed at any time for the specific purpose of benefitting a carrier's safety profile whether on site or offsite (such as roadside or at an inspection facility). Compensation for inspections of any kind by other entities (including but not limited to carriers and carrier employees) is prohibited.
3. Inspection shall not be used as a pretext to search commercial vehicles.

4. MCSAP personnel are encouraged to provide expertise and safety presentations to carriers at their request and with supervisory approval. Safety presentations may include a mock (walk around) inspection, but no documented inspection may be performed as a part of a walk around or safety presentation.
5. Ensure traffic stops performed on a commercial vehicle must be made by either a CVSA certified inspector, or by a peace officer using probable cause or reasonable suspicion guidelines. An absence of these requisites will be cause for inspection report invalidation and a program participation review.
6. During the inspection process, the most current forms approved by DPS should be utilized. All violations (citations and warnings) discovered should be documented on the inspection report as violations, including violations of local ordinances. All CMV contacts will be recorded on the inspection report. Forms and software will not be altered without prior written approval of the Department.
7. Ensure that CVSA certified inspectors have adequate tools and resources to conduct queries into motor carrier registration and operating authority while conducting roadside inspections.
8. Level I, Level IV or V inspections requiring undercarriage inspection and brake measurements must be performed by an inspector utilizing an inspection pit or with a referring officer for safety.
9. Except under unusual circumstances (such as post crash investigation) Level V terminal inspections may only be performed on motorcoaches for certification purposes. All other inspections should be conducted roadside. Level I, II, IV or V motorcoach inspections may only be performed by PVI certified inspectors.
10. Forward inspection data electronically to the Department within ten (10) days following the date of inspection for processing and final compliance using the most recent version of reporting software; paper copies will be mailed to the Department immediately thereafter.
11. Any time an officer's certification status changes (is certified, suspended, or decertified for different types of inspections, or transferred out of the CVSA inspection program), the Allied Agency shall notify the Department in writing within (10) days. A cumulative list of the officers whose status has changed will be sent to the Department by January 31st of each year.
12. Crash reports involving commercial motor vehicles will be forwarded to the Texas Department of Transportation no later than ten (10) days after the date of the crash investigation.
13. Allow the Department to conduct random in-person observation of inspections conducted by the Allied Agency in order to ensure that the Allied Agency's inspectors maintain practical proficiency in the program.
14. Maintain the official copy of all reports of inspections conducted by its CVSA certified inspectors for the current calendar year, and two additional years. The official copy may be in paper or retrievable electronic form, and it must bear the signature of the commercial motor vehicle driver involved in the inspection. A copy shall be provided to the Department upon the Department's request.
15. When data in an inspection or crash report is challenged, the Allied Agency shall investigate and determine whether a correction to the data needs to be made. The Allied Agency shall notify the motor carrier and the Department in writing of the results of the investigation within 10 days. If a correction is necessary, the Allied Agency shall make the correction and forward the corrected reports to the Department immediately.

Retaliatory actions against motor carriers who file data challenges are strictly prohibited.

16. The Allied Agency will not use its certification to enforce federal safety regulations as a primary method to generate program revenue through enforcement penalties or to enhance criminal interdiction activities.
17. An important aspect of the Motor Carrier Safety Assistance Program is consistency in the inspection process and uniform enforcement. While it is recognized that uniform enforcement may include the issuance of a citation by the inspecting officer, it is also recognized that there may be exceptional occasions when the issuance of multiple citation may be warranted. In order to monitor uniformity in enforcement, when more than two citations are issued during an inspection, the inspector will note the circumstances in the inspection report.
18. The Allied Agency will not allow officers certified to enforce federal safety regulations to participate in secondary employment activities that present a conflict of interest related to their commercial vehicle enforcement duties. This includes Allied Agency officers trained by the Department that are no longer assigned to commercial vehicle enforcement units but remain employed by the Allied Agency.
19. The State of Texas has an inspection quality agreement with the Federal Motor Carrier Safety Administration in its Commercial Vehicle Safety Plan. Inspections found to be non-compliant with this policy may be nullified by the Motor Carrier Bureau from the carrier's safety profile and from the inspector's certification record by the authority of the Assistant Director of the Texas Highway Patrol or his designee.

Upon amendment of 37 TAC Chapter 4, Subchapter B, the Department will, if necessary, amend this MOU within a reasonable period of time. The date of any amendment under this paragraph will not affect the renewal date described in the next section.

Termination of Certification

*** * * UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2019 * * ***

To prevent a loss of authority to conduct CVSA inspections, please mail or FAX your renewal request to the Department no more than sixty or less than thirty days prior to the expiration of this MOU. If the renewal has not been executed by both parties before the MOU expiration date, certified officers must cease performing all CVSA inspections, until the renewal has been fully executed.

Termination of certification, whether by decertification, request of the Allied Agency, or by failure to renew, will result in the inability of the Allied Agency, to retain expenses for any enforcement actions taken after the effective date of the termination of certification. All reporting requirements, including the list of officers suspended and no longer certified which is normally due by January 31st of each year, Inspection data reports and Crash reports must be provided to the Department immediately upon discontinuation in the certification program.

The Allied Agency may discontinue certification at any time by notifying the Program Coordinator for the Department in writing.

The CVSA and Federal Motor Carrier Safety Administration require officers to complete a minimum number of inspections annually in order for officers to renew their certifications. The purpose of this requirement is to ensure officers achieve and maintain practical proficiency in inspecting commercial motor vehicles. Therefore, the Department will decertify the Allied Agency, or individual officers conducting inspections for the Allied Agency, for failure to report any inspections to this Department within a six (6) month period or for failure to evenly space the required number of inspection throughout the year.

The Department may decertify the Allied Agency, or individual officers conducting inspections for the Allied Agency, for failure to demonstrate practical proficiency in the program during random in-person observations by the Department, or by audits of inspections submitted.

The Department may decertify the Allied Agency, or individual officers conducting inspections for the Allied Agency, for using the certification as a primary method of generating program revenue or enhancing criminal interdiction activities.

The Department may decertify the Allied Agency, or individual officers conducting inspections for the Allied Agency, if officers to engage in secondary employment activities that present a conflict of interest with their commercial vehicle enforcement duties.

The Department may decertify the Allied Agency, or individual officers conducting inspections for the Allied Agency, for failure to comply with the provisions of the MOU, training, officer certification, or data-sharing requirements, including the requirement that the Allied Agency reimburse the Department for training expenses and the requirement that the Allied Agency forward information and respond to requests in a timely manner, or any other provisions of 37 TAC §§ 4.13-4.14.

Any Termination of Certification terminates the Allied Agency's authority to enforce federal safety regulations under Chapter 644 of the Code, and the Allied Agency's eligibility for reimbursement of expenses from penalties assessed. The Department will notify the program coordinator for the Allied Agency and the Texas Comptroller of Public Accounts in writing of any Termination of Certification.

The Department may issue a warning to the Allied Agency if the Allied Agency fails to conduct any inspections within a three (3) month period. The Department may also issue a warning if the Allied Agency fails to comply with MOU requirements in such a way that the Department deems the quality and/or timeliness of inspection data could be compromised, or certified officers would fail to maintain practical proficiency in the program. Failure to correct the compliance issues within three (3) months, or such other period as the Department may specify, can result in termination of the MOU and decertification of the Allied Agency.

Program Coordinators

The Parties' program coordinators are responsible for all communications and contacts required to manage this MOU. The Parties shall provide any updates regarding contact information within thirty (30) calendar days. The current program coordinators for this MOU are:

Allied Agency:

Department:

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

Captain Omar Villarreal
Manager

Program Coordinator

MCB, P.O. Box 4087
Austin Texas 78773-0522

Address

(512) 424-2053

Voice Phone Number

(512) 424-5712

Fax Number

omar.villarreal@dps.texas.gov

E-mail Address

Assistant Chief Joel Robles

Program Coordinator

1900 S. Cage. Blvd, Pharr, Tx 78577

Address

(956)402-4739 or (956)878-3233

Voice Phone Number

(956)781-9163

Fax Number

joel.robles@pd.pharr-tx.gov

E-mail Address

Evidence of Acceptance:

Signature of Authorized Official

City of Pharr
Political Subdivision

Ambrosio Hernandez
Name

Mayor
Title

5-23-17
Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.M.

DATE SUBMITTED: May 24,
2017

MEETING DATE: June 5, 2017

FROM: Elva Edmundson, Administrative
Assistant

DEPARTMENT: Parks/PAL

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on request from Mesquite Treatment Center, LLC. for the usage of the Parks and Recreation Conference Room for their summer outpatient program.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Mesquite Treatment Center, LLC is a summer outpatient program who wishes to request permission to utilize the departments Conference Room for their for their Licensed Chemical Dependency Counselors to work on documentation such as reports, notes, and record keeping.

Financial Consideration: There is no set cost in the department's ordinance for the usage of our department's Conference Room located at 413 E. Clark.

Staff Recommendation: City Commission approves this item

Alternatives: n/a

ROUTING:

Elva Edmundson
Sergio Alanis
City Management Office

Created/Initiated - 05/24/2017
Approved - 05/26/2017
Final Approval - 05/30/2017



MESQUITE TREATMENT CENTER, LLC

Summer Outpatient Program

Mesquite Treatment Center, LLC would like to request permission to utilize Pharr Police Athletic League (PAL)'s facility for the summer outpatient program. Our mission is to provide the highest quality of chemical dependency counseling and drug/alcohol education to qualifying adolescents ages 13-17.

Mesquite Treatment Center, LLC would be responsible for all setup and clean-up of the facility. Mesquite Treatment Center, LLC would provide proof of insurance for any damage or injury that might occur on site. We plan to utilize the "Conference Room" as office space for our Licensed Chemical Dependency Counselors (LCDC) and Counselor Interns (CI) to work on documentation such as reports, notes, and record keeping. The "Conference Room" may also be used for individual substance abuse counseling sessions. We plan to utilize the "Wrestling Room" for group counseling sessions and indoor group activities that specialize in life skills and substance abuse counseling and intervention.

The summer program is scheduled from the first week in June to the fourth week in August. We expect to use the facility once to twice a week for twelve consecutive weeks throughout the summer. Services will be provided on the facility in private office or group setting to provide protection of confidentiality. All services will be provided with parental consultation and consent. We expect between fifteen to twenty students to attend, although this number may vary.

We look forward to working with the Pharr Police Athletic League in utilizing this facility this summer, thank you for your participation. If you have any questions please give us a call to the number provided below.

513 E. Jackson St. Suite 221

Harlingen, Texas 78550

Phone: (956) 428-2100

Fax: (956) 428-2170



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.N.

DATE SUBMITTED: May 31, 2017

MEETING DATE: June 5, 2017

FROM: Ruben Alfaro, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on approval of Change Order Number 2 for the Downtown Street Lights Improvements Project.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Change Order Number 2 is for replacement of an electrical service pole which was damaged on a hit and run crash, and for concrete curb additions at several pole locations.

Financial Consideration: Change Order Number 2 is in the amount of \$7,645.00. This will increase the total contract amount to \$188,695.00.

Staff Recommendation: Staff recommends approval of Change Order Number 2.

Alternatives: N/A

ROUTING:

Ruben Alfaro
Omar Anzaldua
Karla Moya
City Management Office

Created/Initiated - 05/31/2017
Approved - 05/31/2017
Approved - 06/01/2017
Final Approval - 06/01/2017

OCL Enterprises, LLC

Quote

Osciel Garcia
7009 Avenida Del Paseo
Misison, TX 78572
Phone 956-501-6170

DATE: May 15, 2017
INVOICE # 0
FOR: Contract Services

To:
City of Pharr

DESCRIPTION	AMOUNT
Services to be Rendered: Remove and reinstall L4 service pole damaged by vehicle(to include but not limited to the rentals of equipment, purchase of materials and safety overhead, delivery and logistics of units, disposal, and general labor to install service pole) Purchase of one L4 Service Pole Delivery and Installation of unit Purchase of meter and equipment Delivery and Installation of meter and equipment Finish, clean, disposal, and removal barriers	
TOTAL	\$ 3,150.00

THANK YOU FOR YOUR BUSINESS!

OCL Enterprises, LLC

Quote

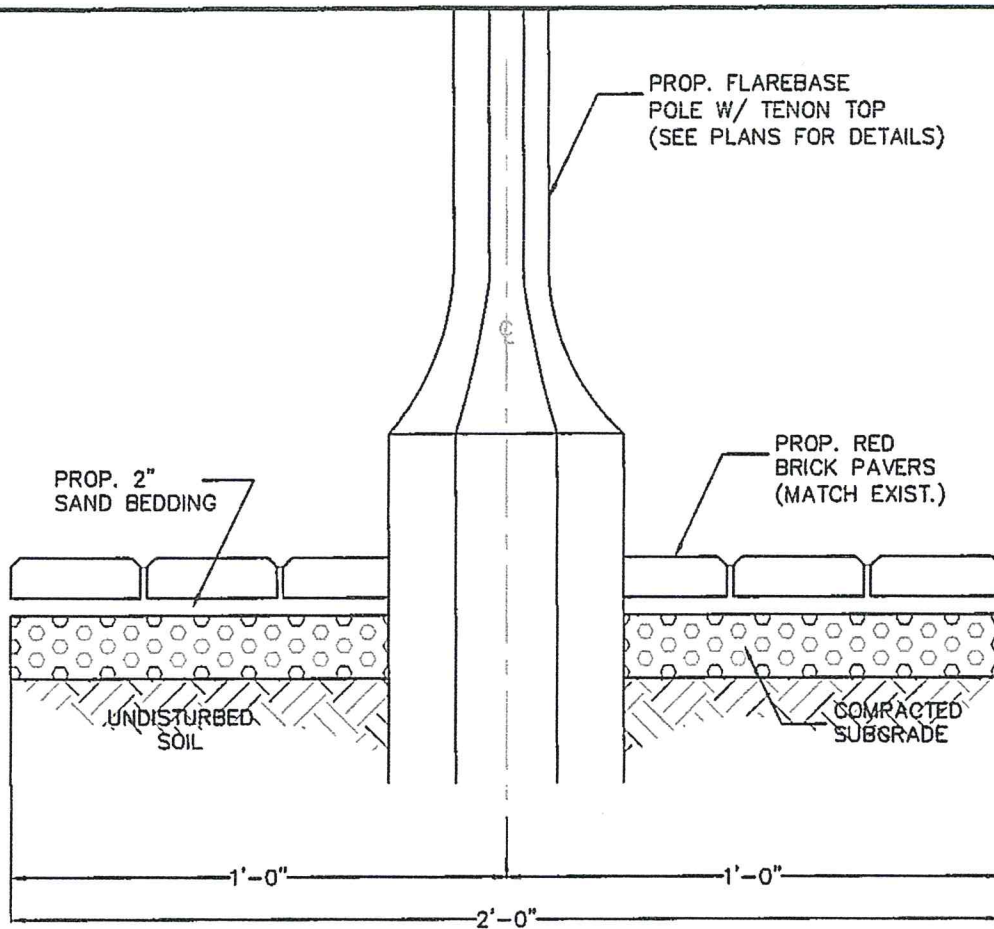
Osciel Garcia
7009 Avenida Del Paseo
Misison, TX 78572
Phone 956-501-6170

DATE: May 12, 2017
INVOICE # 0
FOR: Contract Services

To:
City of Pharr

DESCRIPTION	AMOUNT
Services to be Rendered: Install perimeter concrete curb @ brick paver site locations. Pricing for the assembly and Installation of the perimeter curbs are based on a per location only. Quote includes the labor and materials to complete the specified work noted on the concrete curb @ brick pavers locations forwarded by SDI Engineering, LLC Assembly of frame for concrete curb Purchase and delivery of steel and concrete Manpower Remove and dispose of excess materials Finish, clean, and remove barriers	
TOTAL	\$145.00 (EA) per location

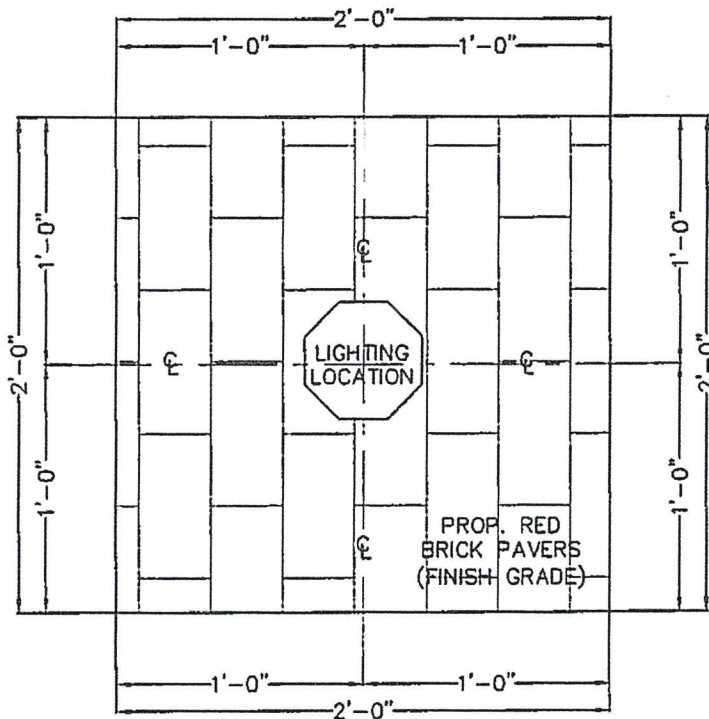
THANK YOU FOR YOUR BUSINESS!



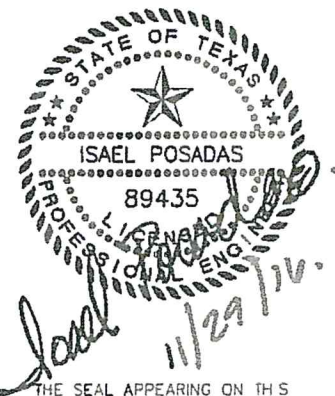
GENERAL NOTES:

1. EXCAVATE UNSUITABLE, UNSTABLE OR UNCONSOLIDATED SUB-GRADE MATERIAL AND COMPACT THE AREA WHICH HAS BEEN CLEARED.
2. WHERE REQUIRED, CUT PAVERS WITH AN APPROVED SAW CUTTER TO FIT ACCURATELY, NEATLY AND WITHOUT DAMAGED EDGES.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DETAIL.
5. CONFIRM COLOR AND SIZE OF PAVERS WITH OWNER PRIOR TO INSTALLATION.
6. CONTRACTOR SHALL REVIEW COORDINATE WITH EXISTING CONDITIONS. LOCATE AND PROTECT ALL UNDERGROUND UTILITIES, ELECTRICAL, ETC.

FLAREBASE POLE W/TENON TOP (SECTION VIEW)



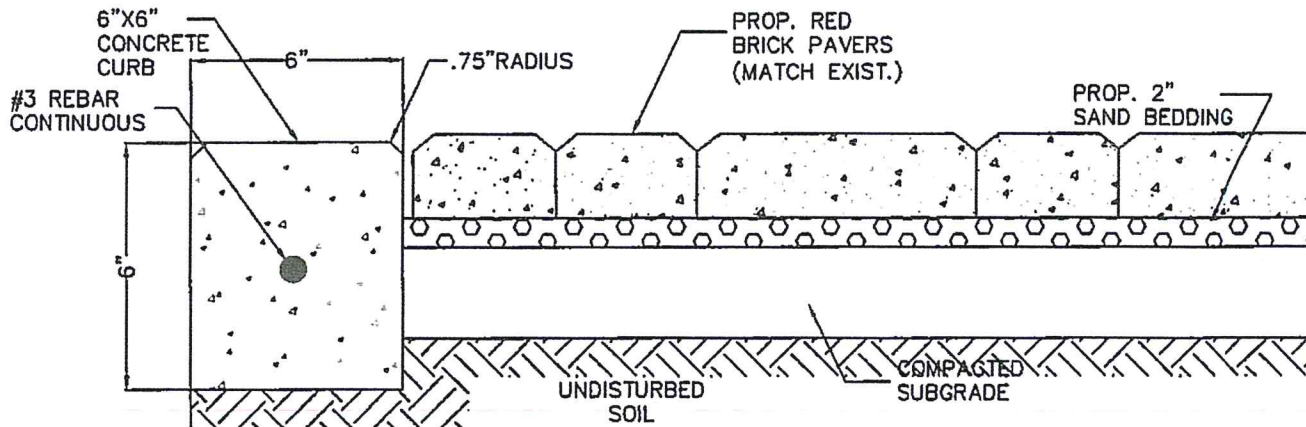
BRICK PAVERS SITE LOCATION



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ISRAEL POSADAS, P.E. No. 89435 ON NOVEMBER 29, 2016 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION OF THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

SDI ENGINEERING, LLC

CIVIL • TRANSPORTATION • PLANNING • STORMWATER
5602 E. OWA RD., EDINBURG, TEXAS 78542 (956) 287-1818 PH (956) 287-3697 FAX
INFO@SDI-ENGINEERING.COM
TBP REG. NO. F-13016



CONC. CURB @ BRICK PAVERS LOCATIONS

NOTES:

1. CONCRETE CURBING TO HAVE 1 1/2" DEEP CONTRACTION JOINTS @ 5'-0" SPACING
2. 2500-3000 PSI COMPRESSIVE STRENGTH, 490 PSI FLEXURAL STRENGTH.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ISRAEL POSADAS, P.E. No. 89435 ON MAY 1, 2017 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION OF THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

SDI ENGINEERING, LLC

CIVIL • TRANSPORTATION • PLANNING • STORMWATER

5602 E. ICWA RD., EDINBURG, TEXAS 78542 (956) 287-8650 PH (956) 287-3697 FAX

INFO@SDI-ENGINEERING.COM

TBPE REG NO F-3016



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.O.

DATE SUBMITTED: June 1,
2017

MEETING DATE: June 5, 2017

FROM: Vanessa Guzman, Administrative
Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Special Sponsorship for Mexico's 78th Annual National Customers Brokers Association Conference.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, on Special Sponsorship for Mexico's 78th Annual National Customs Brokers Association Conference.

Financial Consideration: \$5,000

Staff Recommendation: Authorization to sponsor Mexico's 78th Annual National Customs Brokers Association Conference.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/01/2017

Luis Bazan

Approved - 06/01/2017

Karla Moya

Approved - 06/01/2017

Patricia Rigney

Approved - 06/02/2017

City Management Office

Final Approval - 06/02/2017



**AGENTES
ADUANALES**

99 años impulsando la competitividad de México

Ciudad de México, 22 de mayo de 2017.

**LIC. LUIS A. BAZÁN
DIRECTOR DEL PUENTE
INTERNACIONAL PHARR
P R E S E N T E**

Distinguido Lic. Bazán:

Como es de su conocimiento, el 78 Congreso Nacional de Agentes Aduanales organizado por la Confederación de Asociaciones de Agentes Aduanales de la República se llevará a cabo del miércoles 12 al viernes 14 de julio del presente año en el hotel JW Marriott de la ciudad de Cancún, Quintana Roo, por ello, y con el afán de crear un vínculo entre nuestros Organismos, ponemos a su consideración la oportunidad de ser parte trascendental de la historia de Confederación participando como patrocinador de este importante evento con un monto de \$5,000.00 dólares.

A nuestro Congreso asisten alrededor de 900 personas entre Agentes Aduanales, sus esposas e hijos. Como beneficios, CAAAREM le otorgaría a Pharr International Bridge: 15 minutos para que su representante dé un mensaje a todos los asistentes, previo al Panel: "El TLCAN y otros retos de Norteamérica" que se llevará a cabo el viernes 14 de julio a las 10:15 hrs.

Cabe destacar que en dicho Panel contaremos con la participación de un Congresista Republicano en el Congreso de los Estados Unidos; la Dra. Luz María de la Mora Sánchez, Investigadora del CIDE; el Dr. Duncan Wood, Director of the Mexico Institute at the Woodrow Wilson Center y como moderador al Dr. José María García Sanjinés, Representante del SAT en Washington.

Para nosotros sería un honor contar con ustedes y al mismo tiempo abrir las puertas de nuestro gremio para que continúen de manera exitosa los negocios emprendidos entre ambos grupos.

Sin más y agradeciendo sus finas atenciones, me reitero a sus apreciables órdenes.

Atentamente,

**Lic. Giovanni Ambrosi Gutiérrez
Director de Comunicación Institucional**



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.

DATE SUBMITTED: May 31, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

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

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 05/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.1.

DATE SUBMITTED: May 23, 2017

MEETING DATE: June 5, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sabor de la Frontera Restaurante, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Cantu-Guerra Subdivision No. 2, Pharr, Hidalgo County, Texas. The property's physical address is 405 North Veterans Boulevard. **CUP#170424**

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Sabor de la Frontera Restaurante, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Cantu-Guerra Subdivision No. 2, Pharr, Hidalgo County, Texas. The property's physical address is 405 North Veterans Boulevard.

CUP#170424

Financial Consideration: N/A

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

Planning and Zoning Commission voted unanimously to **approve** the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise

consumption in a Business District (C) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Alexandra Esparza	Created/Initiated - 05/23/2017
Roland Gomez	Approved - 05/31/2017
Melanie Cano	Approved - 05/31/2017
City Management Office	Final Approval - 05/31/2017

MEMORANDUM

DATE: MONDAY, JUNE 05, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#170424 (SABOR DE LA FRONTERA RESTAURANTE, LLC)
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GENERAL INFORMATION:

APPLICANT: Sabor de la Frontera Restaurante, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 2, Cantu-Guerra Subdivision No. 2, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 405 North Veterans Boulevard.

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

COMMENTS:

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

PLANNING DEPARTMENT: Recommends approval of the Conditional Use Permit. (See attached memo)e

NOTIFICATION OF PUBLIC: Thirty-four (34) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

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

PLANNING & ZONING COMMISSION: Planning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C) subject to staff's recommendations.

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: SABARDE LA FRONTERA, LLC Type of Business: RESTAURANT
Applicant: ORLANDO (First) DEJES (Last) Phone No.: (956) 601-0504
Mailing Address: 405 N. VETERANAS (Address) Pt HARM (City) TX (State) 78477 (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE? <u>AS PER FIRE DEPT.</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	/			
2. EXTERIOR WALLS	/			
3. INTERIOR WALLS	/			
4. CEILING	/			
5. ROOF	/			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	/			
7. GARBAGE CONTAINER	/			
8. IS ADDRESS POSTED AND CORRECT?	/			
9. IS LANDSCAPING IN COMPLIANCE?	/			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	/	/		<u>WILL NOTIFY FIRE DEPT. FOR ASSISTANCE</u>
3. NUMBER OF EXITS	/			
4. MEANS OF EGRESS LIGHTING	/			
5. EXIT SIGNS	/			
6. DOOR HARDWARE	/			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	/			
2. PATH OF EGRESS	/			
3. RAMPS (HANDRAIL / GUARDS)	/			
4. DOORS	/			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	/			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	/			
2. SERVICE EQUIPMENT	/			
3. WIRING SYSTEM	/			
4. LIGHT FIXTURE	/			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	/			<u>HAVE COVENANT NOT AREAS.</u>
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	/			
2. GRILLS	/			
3. DRAINS	/			
4. EQUIPMENT	/			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	/			
2. VENTS	/			
3. DRAINS	/			
4. PLUMBING FIXTURES	/			
5. WATER SERVICE LINE	/			
6. DISTRIBUTION LINES	/			
8. BACKFLOW PREVENTION	/			
9. GAS SYSTEM	/			
10. GREASE TRAP	/			<u>NEED TO GET SERVICED</u>
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION <u>NEAR THE KITCHEN</u>	/			
2. T.P. VALVE & DRAIN	/			
3. SHUT-OFF VALVE	/			
4. VENT (IF APPLICABLE)	/			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

AT TIME OF INSPECTION, ESTABLISHMENT WAS IN REASONABLE COMPLIANCE WITH BUILDING CODE

*DO GET OCCUPANCY LOAD POSTED IN RESTAURANT

(INSPECTOR / OFFICER) [Signature] (Date) 5-11-17 (RECEIVED BY) Dejes (Date) 05/11/17

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 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

April 4, 2017

SABOR DE LA FRONTERA RESTAURANTE
405 N VETERANS BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Apr 4, 2017 revealed no violations.

2960 EDUARDO LUGO
Inspector

Evelyn Reveles

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAY 03 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 05/04/2017
Re: Conditional use Permit for ABC – File No. CUP#170424 (Sabor DeLa Frontera Restaurant LCC)

Orlando R. Reveles, () d/b/a Sabor DeLa Frontera Restaurant LLC, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Lot 2, Cantu-Guerra Subdivision No. 2, Pharr, Hidalgo County, Texas.
- **Physical Address:** 405 N. Veterans Blvd.
- **Contact Number:** 956-284-1368

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: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAY 04 2017

BY: 

MEMORANDUM

DATE: MONDAY, JUNE 05, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

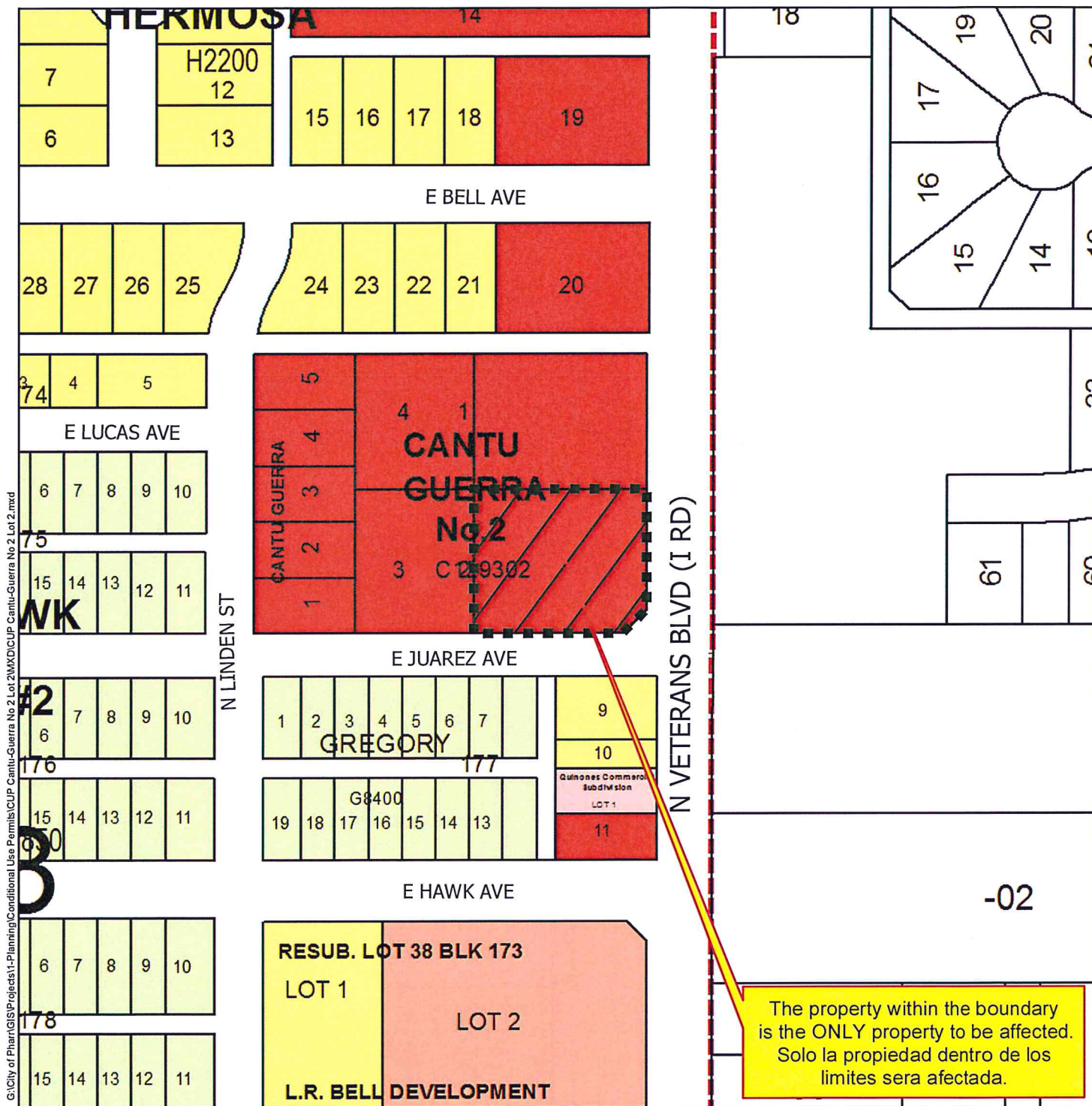
SUBJECT: CONDITIONAL USE PERMIT FOR ABC –
FILE NO. **CUP#170424** (SABOR DE LA FRONTERA RESTAURANTE,
LLC)

Sabor de la Frontera Restaurante, LLC has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is more fully described as follows:

Legal Description: Lot 2, Cantu-Guerra Subdivision No. 2, Pharr, Hidalgo County, Texas.

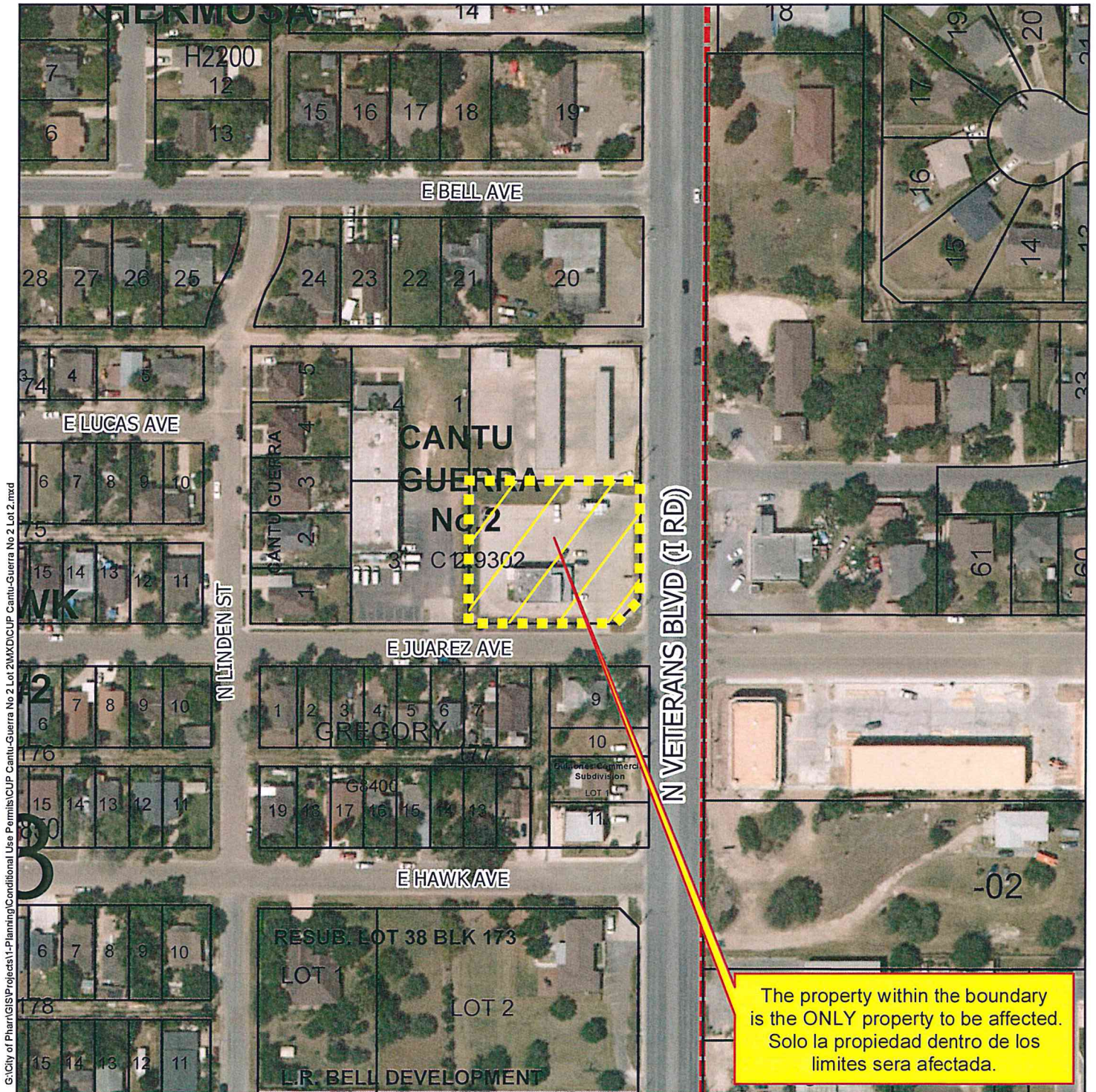
Physical Address: 405 North Veterans Boulevard.

Development Services 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.



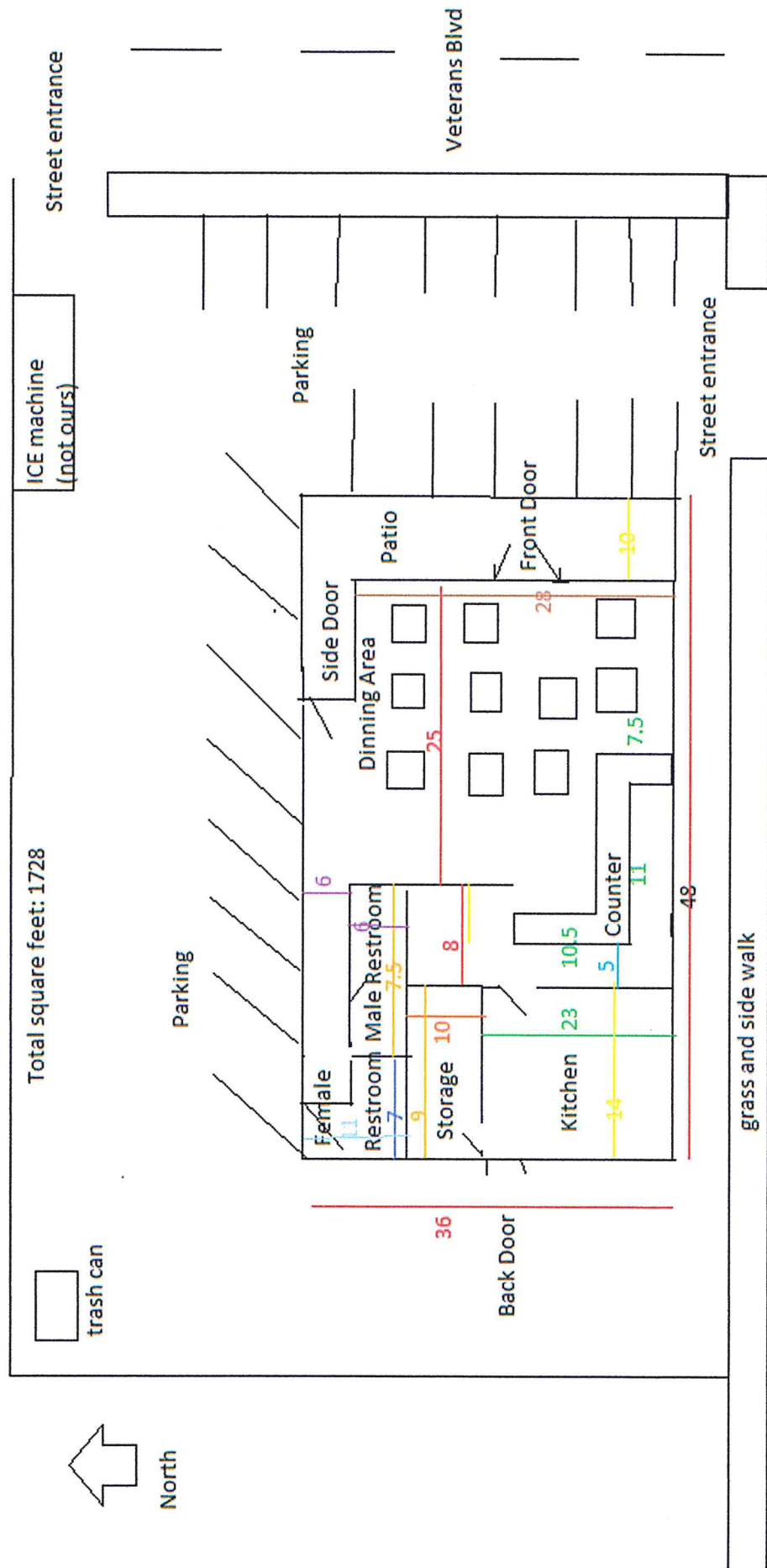
G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Cantu-Guerra No 2 Lot 2\MXD\CUP Cantu-Guerra No 2 Lot 2.mxd





G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Cantu-Guerra No 2 Lot 2\2016\1-Planning\Conditional Use Permits\CUP Cantu-Guerra No 2 Lot 2.mxd











Baked Potato 4.99 With steak 5.99
Charro beans with steak and mozzarella cheese 1.99



Mini-Tacos (comes with charro beans, grilled onions, and cilantro)

	5 Tacos	6 Tacos
Corn		
Flour		
Trompo (estilo mexicano)	6.49	7.79
Steak	5.75	6.90
Tripa	6.25	7.50
Chicken fajita / fajita de pollo	5.75	6.90
Alambre (chile poblano, cebolla asada, y tocino)	5.75	6.90
Matamoros (queso fresco y aguacate)	6.99	8.40
Fajita (100% fajita)	6.99	8.40

Sincronizada 6.99

10 in flour tortilla with refried beans, steak, cheese and avocado

Campechana 6.99

10 in flour tortilla with steak, marinated pork and mozzarella cheese

Gringa 6.99

10 in flour tortilla with marinated pork and mozzarella cheese

GIANT TACO 9.99

SINCRONIZADA, CAMPECHANA, OR GRINGA IN 14 IN FLOUR TORTILLA

Torta 6.99

Steak or chicken, ham, beans, grilled onions, cheese, avocado



Hamburger (1/2 lb homemade patty with freshly cut fries)

***Mexican Hamburger** Ham, bacon, egg, cheese, avocado, lettuce tomato 6.99

***Chili Cheese burger** 6.99 ***Bacon Cheese** 5.99 ***Chicken Burger** 5.99

THE GIANT!! (1 LB homemade patties, ham, bacon, cheese, egg, avocado) 9.99





Breakfast

Pancakes	2.99
2 pancakes, 2 eggs, bacon or ham	4.99
Oatmeal	2.99

Egg Plate (side of potatoes and beans. Eggs any style with side of; or mixed with)

Choriso, rancheros, ham, bacon, potatoes, corn tortilla chips, Mexican style	3.99
Machacado (Shredded Dried Beef)	4.99
Smoked Sausage or pork rinds	4.99
Cactus (with egg or mexican style)	4.99
Potatoes (Mexican Style or with choriso) and frijoles	4.99
Divorciados	4.99

(2 eggs with hot sauce, pork rinds, chips topped with cheese, and beans)

Chips topped with cheese 3.99	Chips topped with cheese and chicken	4.99
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Omelette

Choice of:	bacon, ham, choriso, potatoes	
	cheese, bell peppers, tomatoes, onions, or mexican style	
2 ingredients	\$4.99	Extra ingredients : \$0.50

Steak omelette 6.99

Pork Chops and eggs	5.99
Steak and eggs	6.99
Fajita and eggs	8.49

Breakfast Tacos:

Egg with: Choriso, ham, bacon, or potatoes	0.99
Machacado (Shredded dried beef)	1.79
Chips, pork rinds, or cactus	1.39
Potatoes with choriso or mexican style	1.29
Pork Rinds in salsa	1.99
Crazy taco (egg mixed with potato, choriso, ham, bacon, pork rinds, beans, cheese)	2.99
Large taco (10in) add \$1	GIANT TACO (14 IN) add \$2

Saturday and Sunday

Plato de Barbacoa	6.99
Menudo	6.99
El Rincon	6.99
small menudo, barbacoa, and 2 eggs	

LUNCH SPECIALS (Monday to Friday)

Mexican Plates: (with side of rice and beans)

Carne guisada, Asado de Puerco, Ranchero Steak, Picadillo, Chicken Fajita 4.99

Mexican Plate with 2 entrees 5.99

Enchiladas 4.99

Regular (ground beef or cheese)

Chicken Enchiladas (topped with green sauce)

Crispy Tacos 4.99

3 Crispy Tacos with picadillo
lettuce, tomato, cheese, cream

Combination 1 7.99

Carne guisada, 2 enchiladas

Rice and beans

Combination 2 7.99

Carne Guisada, 2 crispy tacos

Rice and beans

Combination 3 7.99

2 enchiladas, 2 crispy tacos

Rice and beans

Fajita Plate (100% Fajita with grilled onions and bell peppers, rice and beans)

6.99

Tampiqueña 9.99

Fajita, 2 enchiladas, avocado, rice and beans



Guacamole (regular o a la mexicana) 3.99

Quesadilla Grande 7.99

10 in flour tortilla, cheese, fajita or chicken

Avocado, sour cream, rice and beans

With shrimp---9.99

Tostadas 6.25

TACO FRONTERA 5.99

Filled with meat of choice

lettuce, tomato, rice, cheese and

beans (charros or refried)

Quesadillas 8.49

3 quesadillas with fajita or chicken

Rice and beans

Regular Quesadilla 1.99

With fajita or chicken 2.99

Salads: Chicken 5.99

Shrimp 9.99

Burrito 6.99

Filled with meat of choice

lettuce, tomato, sour cream, beans

Optional => topped with chilie and cheese

Childs Plate (with rice and beans)

3.99

*2 enchiladas with picadillo or cheese

*Carne guisada

*2 Crispy tacos with picadillo

*1 Quesadilla with fajita or chicken

*Grilled cheese sandwich with homemade fries

*Chicken tenders with homemade fries

* Chicken nuggets with homemade fries



Botanas/Panchos

fajita or chicken, cheese, refried beans, avocado, tomato, onios, and jalapeños. on top of chips

1 person	9.99	2 people	18.99
3 people	25.99	4 people	32.99

Parrillada

fajita or chicken, grilled onions and bell peppers, mozzarella cheese and avocado

1 person	9.99	2 people	18.99
3 people	25.99	4 people	32.99

Surf and Turf

12.99

Fajita and chicken, fried fish and shrimp, rice, salad and homemade fries

Parillada with fajita and shrimp

12.99

Grilled bell peppers and onions, rice, beans, and tortillas



Seafood

Fish Fillets	(with rice and salad)	8.99
	Fried, A la diablo, In garlic sauce, Mexican style, Cream of cilantro	

Shrimp	(with rice and salad)	9.99
	Fried, A la diablo, In garlic sauce, Mexican style, Cream of cilantro	

Soups:	Fish or seafood	6.99 Medium	8.99 Large
	Shrimp	7.99 Medium	9.99 Large

Shrimp Cocktail	Small 7.99	Large 9.99
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Combo #1	7.99		Combo #2	8.99		Combo #3	9.99
Fish soup			Seafood soup			Shrimp Soup	
3 fried fish and rice			3 fried fish and rice			3 fried fish and rice	



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.2.

DATE SUBMITTED: May 23, 2017

MEETING DATE: June 5, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. **CUP#150325**

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. **CUP#150325**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Alexandra Esparza

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 05/23/2017

Approved - 05/31/2017

Approved - 05/31/2017

Final Approval - 05/31/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

June 05, 2017

Conditional Use Permit for ABC –

Muelle 37

Background:

Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Muelle 37.

The property is located at 1000 North Cage Boulevard, Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_J GARZA dba MUELLE 37_2015

MEMORANDUM

DATE: MONDAY JUNE 05, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150325 (MUELLE 37)

GENERAL INFORMATION:

APPLICANT: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1000 North Cage Boulevard, Suite A.

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

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
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FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit. (See attached memo)
-------------------------	---

POLICE CHIEF:

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

PLANNING DEPARTMENT:

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

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Muelle 37 Type of Business: Restaurant
Applicant: Juan (First) Garza (Last) Phone No.: (956) 227-6644
Mailing Address: 1000 S. (Address) Pharr (City) TX (State) 78577 (Zip)

EXISTING BUILDING	☐ YES	☒ NO	<u>was build 2 yrs ago.</u>
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE? <u>Done By Fire Department</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☒ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒	☒		
2. EXTERIOR WALLS	☒	☒		
3. INTERIOR WALLS	☒	☒		
4. CEILING	☒	☒		
5. ROOF	☒	☒		
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒	☒		
7. GARBAGE CONTAINER	☒	☒		
8. IS ADDRESS POSTED AND CORRECT?	☒	☒		
9. IS LANDSCAPING IN COMPLIANCE?	☒	☒		
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☒		
3. NUMBER OF EXITS	☒	☒		<u>3</u>
4. MEANS OF EGRESS LIGHTING	☒	☒		
5. EXIT SIGNS	☒	☒		
6. DOOR HARDWARE	☒	☒		
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒	☒		
2. PATH OF EGRESS	☒	☒		
3. RAMPS (HANDRAIL / GUARDS)	☒	☒		
4. DOORS	☒	☒		
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒	☒		
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒	☒		
2. SERVICE EQUIPMENT	☒	☒		
3. WIRING SYSTEM	☒	☒		
4. LIGHT FIXTURE	☒	☒		
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒	☒		
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒	☒		
2. GRILLS	☒	☒		
3. DRAINS	☒	☒		
4. EQUIPMENT	☒	☒		
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒	☒		
2. VENTS	☒	☒		
3. DRAINS	☒	☒		
4. PLUMBING FIXTURES	☒	☒		
5. WATER SERVICE LINE	☒	☒		
6. DISTRIBUTION LINES	☒	☒		
8. BACKFLOW PREVENTION	☒	☒		
9. GAS SYSTEM	☒	☒		
10. GREASE TRAP	☒	☒		
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒	☒		
2. T.P. VALVE & DRAIN	☒	☒		
3. SHUT-OFF VALVE	☒	☒		
4. VENT (IF APPLICABLE)	☒	☒		

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

Miguel Bazaldua 4/6/17
(INSPECTOR / OFFICER) (Date)

[Signature] 4/6/17
(RECEIVED BY) (Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 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

April 5, 2017

MUELLE 37
1000 N CAGE, 1
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Apr 5, 2017 revealed no violations.

2960 EDUARDO LUGO
Inspector

Angel Martinez

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 06 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 04/07/2017
Re: Conditional use Permit for ABC – File No. CUP#150325 (Muelle 37)

Juan F. Garza, d/b/a Muelle 37, 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:** Being a 0.073 acre tract of land, more or less, out of Lot 2 Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.
- **Physical Address:** 1000 N. Cage Blvd.
- **Contact Number:** 956-227-6644

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: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

APR 07 2017

BY:

MEMORANDUM

DATE: MONDAY, JUNE 05, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

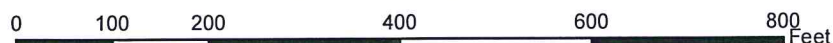
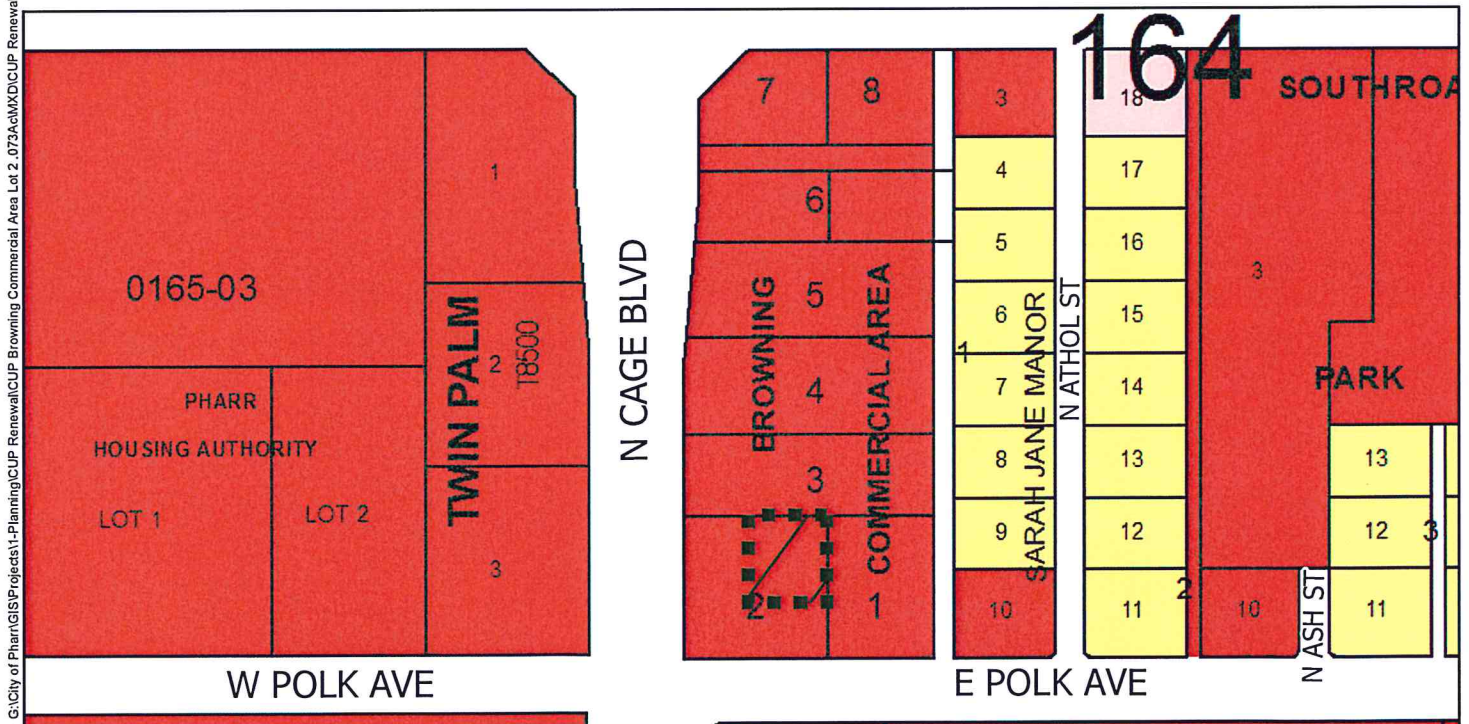
SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150325 (MUELLE 37)

Juan F. Garza, d/b/a Muelle 37, 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: Being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.

Physical Address: 1000 North Cage Boulevard, Suite A.

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





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.3.

DATE SUBMITTED: May 30, 2017

MEETING DATE: June 5, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: RGV Pizza Hut, LLC d/b/a Pizza Hut of Pharr, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the North 256.0'-East 125.0' of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83.
CUP#010519

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: RGV Pizza Hut, LLC d/b/a Pizza Hut of Pharr, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being the North 256.0'-East 125.0' of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1001 West Highway 83.
CUP#010519

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Alexandra Esparza

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 05/30/2017

Approved - 05/31/2017

Approved - 05/31/2017

Final Approval - 05/31/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

June 05, 2017

Conditional Use Permit **Renewal** for ABC-

Pizza Hut of Pharr

Background:

RGV Pizza Hut, LLC d/b/a Pizza Hut of Pharr, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 16th renewal for Pizza Hut.

The property is located at 1001 West Highway 83. 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 request for the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Microsoft Word: Pharr CPD on Cpdserver\Admin\MyFiles\CUPs\Renewal-Pizza Hut

MEMORANDUM

DATE: MONDAY, JUNE 05, 2017

TO: MAYOR AND CITY COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT **RENEWAL** FOR ABC –
FILE NO. **CUP#010519** (PIZZA HUT OF PHARR)

GENERAL INFORMATION:

APPLICANT: RGV Pizza Hut, LLC d/b/a Pizza Hut of Pharr, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being the North 256.0'-East 125.0' of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1001 West Highway 83.

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

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

POLICE CHIEF:

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

**PLANNING
DEPARTMENT:**

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

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

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

**Certificate of Occupancy
Conditional Use Permit
Inspection Form**

Company Name or Business Entity: Pizza HUT Type of Business: Restaurant
Applicant: Eddie (First) Ortiz (Last) Phone No.: (956) 682-1521
Mailing Address: 1001 W. Bus 83 (Address) Pharr (City) Tx (State) 78577 (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE? <u>Done by fire department</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒	☐	☐	
2. EXTERIOR WALLS	☒	☐	☐	
3. INTERIOR WALLS	☒	☐	☐	
4. CEILING	☒	☐	☐	
5. ROOF	☒	☐	☐	
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒	☐	☐	
7. GARBAGE CONTAINER	☒	☐	☐	
8. IS ADDRESS POSTED AND CORRECT?	☒	☐	☐	
9. IS LANDSCAPING IN COMPLIANCE?	☒	☐	☐	
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒	☐	☐	<u>No Posted 3 Exits</u>
3. NUMBER OF EXITS	☒	☐	☐	
4. MEANS OF EGRESS LIGHTING	☒	☐	☐	
5. EXIT SIGNS	☒	☐	☐	
6. DOOR HARDWARE	☒	☐	☐	
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒	☐	☐	
2. PATH OF EGRESS	☒	☐	☐	
3. RAMPS (HANDRAIL / GUARDS)	☒	☐	☐	
4. DOORS	☒	☐	☐	
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒	☐	☐	
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒	☐	☐	
2. SERVICE EQUIPMENT	☒	☐	☐	
3. WIRING SYSTEM	☒	☐	☐	
4. LIGHT FIXTURE	☒	☐	☐	
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒	☐	☐	
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒	☐	☐	
2. GRILLS	☒	☐	☐	
3. DRAINS	☒	☐	☐	<u>No Grill</u>
4. EQUIPMENT	☒	☐	☐	
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒	☐	☐	
2. VENTS	☒	☐	☐	
3. DRAINS	☒	☐	☐	
4. PLUMBING FIXTURES	☒	☐	☐	
5. WATER SERVICE LINE	☒	☐	☐	
6. DISTRIBUTION LINES	☒	☐	☐	
8. BACKFLOW PREVENTION	☒	☐	☐	
9. GAS SYSTEM	☒	☐	☐	
10. GREASE TRAP	☒	☐	☐	
WATER/HEATER	PASS	FAIL	N/A	BY: COMMENTS
1. LOCATION	☒	☐	☐	
2. T.P. VALVE & DRAIN	☒	☐	☐	
3. SHUT-OFF VALVE	☒	☐	☐	
4. VENT (IF APPLICABLE)	☒	☐	☐	

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:
Need to post occupant Load.

Miguel Bazaldua 5/10/17 (INSPECTOR / OFFICER) (Date)
Janney Jare 5/10/17 (RECEIVED BY) (Date)



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

May 5, 2017

PIZZA HUT #13
1001 W BUSINESS 83
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on May 5, 2017 revealed no violations.

2960 EDUARDO LUGO
Inspector

Rodrigo Escobedo





Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 05/22/2017

Re: Conditional use Permit Renewal for ABC – File No. CUP#010519 (Pizza Hut of Pharr)

RGV Pizza Hut, LLC d/b/a Pizza Hut of Pharr is requesting a 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:** The East 125.0' of Lot 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas
- **Physical Address:** 1001 W. Highway 83
- **Contact Number:** 956-682-1521

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: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAY 22 2017

BY:



MEMORANDUM

DATE: MONDAY, JUNE 05, 2017
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#010519 (PIZZA HUT OF PHARR)
--

RGV Pizza Hut LLC d/b/a Pizza Hut of Pharr, 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: Being the North 256.0'-East 125.0' of Block 1, Palm Heights Subdivision, Pharr, Hidalgo County, Texas.

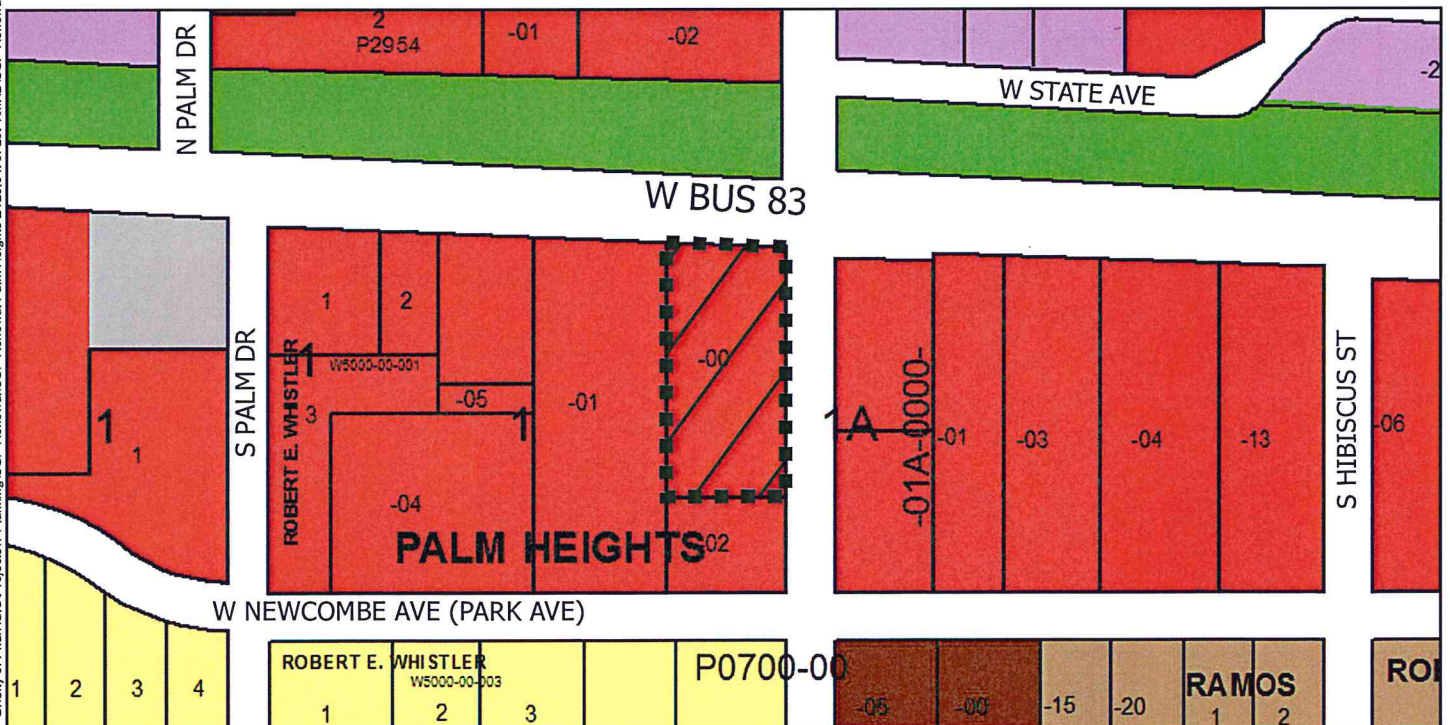
Physical Address: 1001 West Highway 83.

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

Conditional Use Permit Renewal
Palm Heights E125.0 ft of Lot 1
Pizza Hut



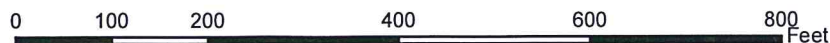
G:\City of Pharr\GIS\Projects\11-Planning\CUP Renewal\CUP Renewal Palm Heights E125.0 ft of Lot 1.mxd



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

Scale: 1 inch = 200 feet



Date: 5/30/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.P.4.

DATE SUBMITTED: May 30, 2017

MEETING DATE: June 5, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C). The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road.
SOB#001254

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C). The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas. The property's physical address is 1050 North Sugar Road. **SOB#001254**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending **approval** of the renewal request for the Sexually Oriented Business License subject to site and applicants being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Alexandra Esparza
Roland Gomez

Created/Initiated - 05/30/2017
Approved - 05/31/2017

Melanie Cano
City Management Office

Approved - 05/31/2017
Final Approval - 05/31/2017



MAYOR Ambrosio "Amos" Hernández | CITY MANAGER Juan G. Guerra, CPA

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

June 05, 2017

Sexually Oriented Business License **Renewal** –

Stilettos Gentlemen's Club

Background:

Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club, is requesting renewal of the Sexually Oriented Business License. This request constitutes the 17th renewal for Stilettos Gentlemen's Club.

The property is located at 1050 North Sugar Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted.

Recommendations:

Staff recommends **approval** of the renewal of the Sexually Oriented Business License subject to site and applicants being in compliance with all City Ordinances and City Department requirements.

P:\Admin\SOBs\Stilettos Gentlemen's Club_2000

MEMORANDUM

DATE: MONDAY, JUNE 05, 2017
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: SEXUALLY ORIENTED BUSINESS LICENSE RENEWAL – FILE NO. SOB#001254 (STILETTOS GENTLEMEN'S CLUB)
--

GENERAL INFORMATION:

APPLICANT: Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club is requesting renewal of the Sexually Oriented Business License in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as all of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1050 North Sugar Road.

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

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

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

POLICE CHIEF:

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

PLANNING DEPARTMENT:

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

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the
renewal request for the Sexually Oriented Business License
subject to the following conditions:

- 1) Applicant shall comply with all Sexually Oriented Business License requirements; any violation will terminate the Sexually Oriented Business License;
- 2) Applicant shall comply with all City of Pharr Ordinance requirements;
- 3) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Sexually Oriented Business License;
- 4) Any change in location, change in ownership or business entity owning or carrying out its operation on the property shall terminate the Sexually Oriented Business License;
- 5) This Sexually Oriented Business License shall be issued for a period of one (1) year. It shall be the owner's responsibility to apply for renewal ninety (90) days before its expiration date;
- 6) An opaque buffer will be required;
- 7) The premise should not have any public display of any sign, banner, flag, pennant, balloon, photograph, symbol, neon light, fluorescent color indicating that the nature of the use may be a Sexually Oriented Business; and
- 8) All employees must wear name tags or uniforms identifying them as employees of the establishment
- 9) The following shall be considered as grounds for the revocation of the Sexually Oriented Business License:
 - Any change in use or change in extent of use, area or location of the building being used.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Failure to pay the annual renewal fee shall result in the assessment of an additional five dollars (\$5.00) per business day late fee up to thirty (30) days after the date of expiration of the Conditional Use Permit; or revocation of the permit if not paid by the 31st day.
 - Sexually Oriented Business License that has been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

Company Name or Business Entity: Stilletos Gentlemen's Club Type of Business: Sexually Oriented
Applicant: Red Tape, Inc. (First) (Middle) (Last) Phone No.: 956-778-3911
Mailing Address: 1050 N. Sugar Rd. (Address) Pharr (City) Tx. (State) 78577 (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE? <u>N/A</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE? <u>N/A</u>

PASSED WITH CONDITIONS ☐ PASSED ☒ FAILED ☐ RE-INSPECTION DATE:

BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	☒			
2. EXTERIOR WALLS	☒			
3. INTERIOR WALLS	☒			
4. CEILING	☒			
5. ROOF	☒			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	☒			
7. GARBAGE CONTAINER	☒			
8. IS ADDRESS POSTED AND CORRECT?	☒	☒		
9. IS LANDSCAPING IN COMPLIANCE?	☒			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	☒			
3. NUMBER OF EXITS	☒			
4. MEANS OF EGRESS LIGHTING	☒			
5. EXIT SIGNS	☒			
6. DOOR HARDWARE	☒			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	☒			
2. PATH OF EGRESS	☒			
3. RAMPS (HANDRAIL / GUARDS)	☒			
4. DOORS	☒			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	☒			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	☒			
2. SERVICE EQUIPMENT	☒			
3. WIRING SYSTEM	☒			
4. LIGHT FIXTURE	☒			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	☒			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	☒			
2. GRILLS	☒			
3. DRAINS	☒			
4. EQUIPMENT	☒			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	☒			
2. VENTS	☒			
3. DRAINS	☒			
4. PLUMBING FIXTURES	☒			
5. WATER SERVICE LINE	☒			
6. DISTRIBUTION LINES	☒			
8. BACKFLOW PREVENTION	☒			
9. GAS SYSTEM	☒			
10. GREASE TRAP	☒			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	☒			
2. T.P. VALVE & DRAIN	☒			
3. SHUT-OFF VALVE	☒			
4. VENT (IF APPLICABLE)	☒			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

address is needed in front of building, and hand
rail in restroom upstairs.

B. LANDEZ Bf 2-2-17 (INSPECTOR / OFFICER) (Date)
Mark Bange 2-2-17 (RECEIVED BY) (Date)



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

February 10, 2017

STILETTOS GENTLEMEN'S CLUB
1050 N SUGAR RD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Feb 10, 2017 revealed no violations.

Inspection Note AT TIME OF CUP RE-INSPECTION BUILDING WAS FOUND TO BE IN REASONABLE COMPLIANCE.

8108 MARTIN TORRES
Inspector

MARTA BARRAZA

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

FEB 10 2017

BY: 



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning

From: Joel Robles, Asst. Chief of Police

Date: 05/24/2017

Re: Sexually Oriented Business License Renewal for File No. SOB#001254 (Stiletto's Gentlemen's Club)

Red Tape II, Inc. representing Ramiro R. Armendariz

Fred Henry Feurtado

and Raul Adrian Besteiro

d/b/a Stilleto's Gentlemen's Club, are requesting renewal of a

Sexually Oriented Business License in a General Business District (C). The property is legally described as follows:

- **Legal Description:** All of Lot 2, Albrad Subdivision, Unit #3, Pharr, Hidalgo County, Texas.
- **Physical Address:** 1050 N. Sugar Rd.
- **Contact Number:** 956-778-3911

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, I recommend approval of this permit based upon Stilleto's Gentlemen's Club following these assurances:

1. No repeat occurrences involving Prostitution Cases:
 - a. TABC Violation Notice #305097 – Prostitution Case
2. 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.
3. 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.
4. 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.
5. 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.
6. Failure to comply with these listed assurances will be grounds for cancellation of Sexually Oriented Business Permit #001254.

Asst. Chief of Police

Joel Robles

Office: 956-402-4739

Mobile: 956-878-3233

joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

MAY 24 2017

BY:

MEMORANDUM

DATE: MONDAY, JUNE 05, 2017

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: SEXUALLY ORIENTED BUSINESS LICENSE RENEWAL – FILE NO. SOB#001254 (STILETTOS GENTLEMEN'S CLUB)
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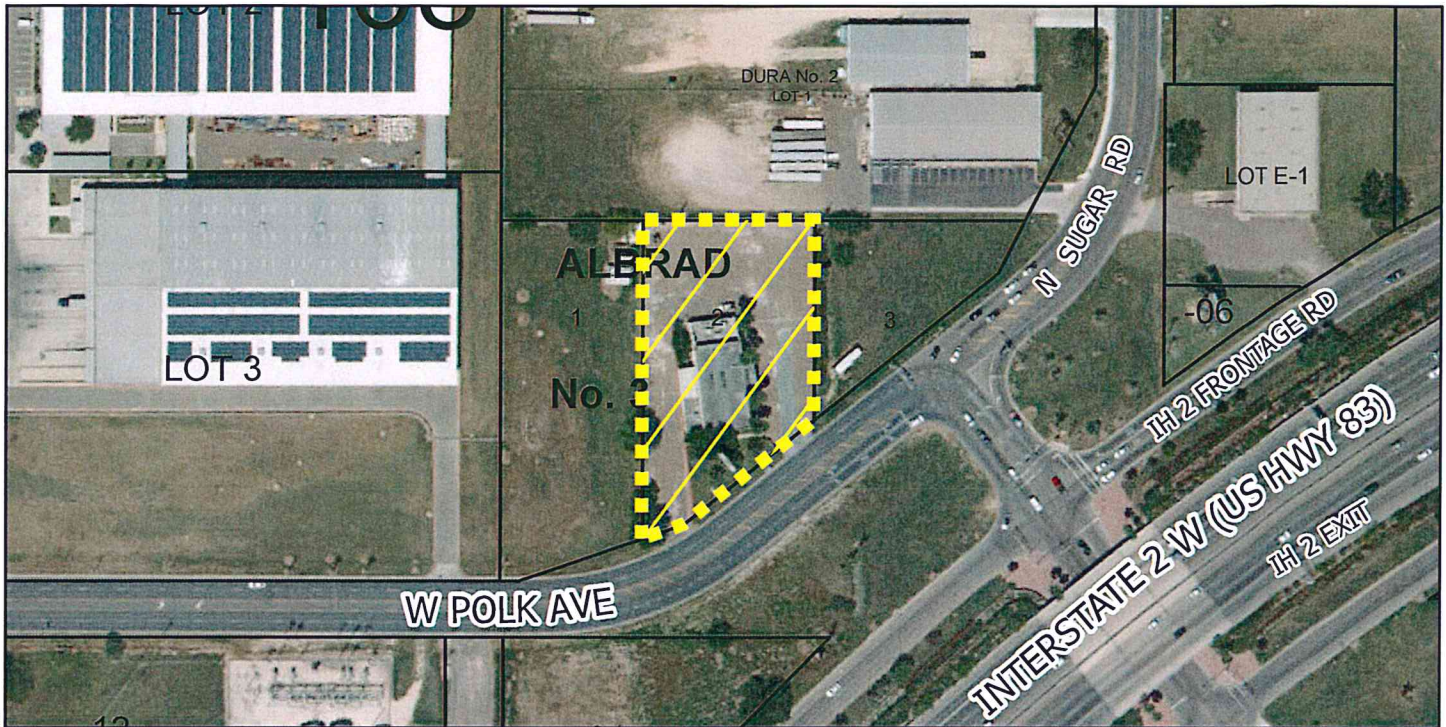
Red Tape II, Inc., d/b/a Stilettos Gentlemen's Club, is requesting renewal of the Sexually Oriented Business License in a General Business District (C). The property is more fully described as follows:

Legal description: All of Lot 2, Albrad Subdivision Unit #3, Pharr, Hidalgo County, Texas.

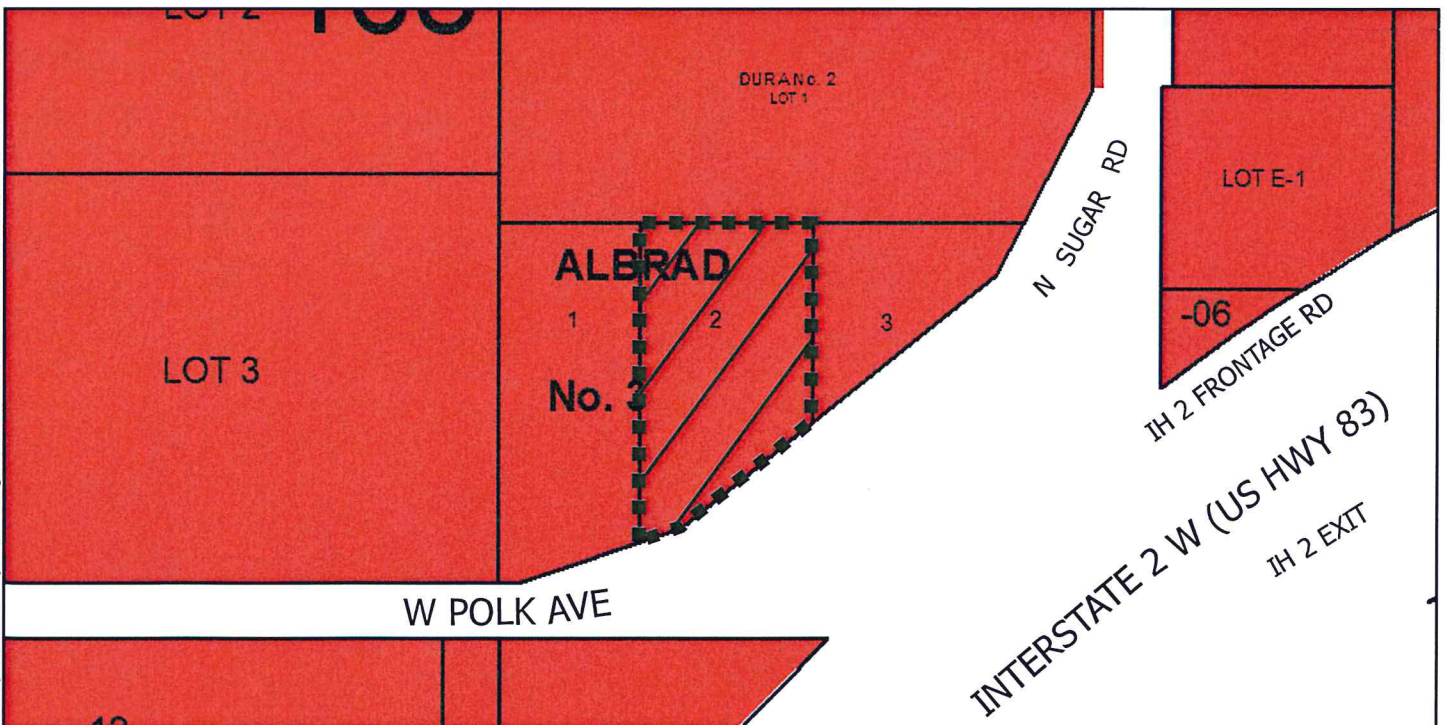
Physical address: 1050 North Sugar Road.

Development Services is recommending **approval** of the renewal request for the Sexually Oriented Business License subject to site and applicants being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
Albrad #3 Lot 2
Stilletos Cabaret



G:\City of Pharr\GIS\Projects\1-Planning\CUP Renewal\CUP Renewal Albrad #3 Lot 2\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	





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.Q.

DATE SUBMITTED: May 31, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 05/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.Q.1.

DATE SUBMITTED: May 23, 2017

MEETING DATE: June 5, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Rolando Cruz, representing Jorge Salazar, is requesting final plat approval of the proposed Jade Subdivision. The property is legally described as being a 2.046 acres of land being a re-plat of all of Lot 34, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 1100 Block of West Eisenhower Street. **SUB#160615**

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Rolando Cruz, representing Jorge Salazar, is requesting final plat approval of the proposed Jade Subdivision. The property is legally described as being a 2.046 acres of land being a re-plat of all of Lot 34, Beamsley Subdivision, Pharr, Hidalgo County, Texas. The property is located at the 1100 Block of West Eisenhower Street.

SUB#160615

Financial Consideration: N/A

Staff Recommendation: The Planning and Zoning Commission voted unanimously to **approve** the final plat approval of the proposed Jade Subdivision.

Alternatives: N/A

ROUTING:

Alexandra Esparza

Roland Gomez

Melanie Cano

Created/Initiated - 05/23/2017

Approved - 05/31/2017

Approved - 05/31/2017

City Management Office

Final Approval - 05/31/2017



MEMORANDUM

DATE: MONDAY, JUNE 05, 2017
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: DEVELOPMENT SERVICES

SUBJECT: JADE SUBDIVISION FILE NO. SUB#160615
--

GENERAL INFORMATION:

APPLICANT: Rolando Cruz, representing Jorge Salazar, is requesting final plat approval of the proposed Jade Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 2.046 acre tract of land, being a re-plat of all of Lot 34, Beamsley Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1100 Block of West Eisenhower Street.

ZONING: The property is currently zoned Medium Density Multi-Family Residential District (R-3). The adjacent zones are Medium Density Multi-Family Residential District (R-3) and Single Family Residential District (R-1) to the north and south, General Business District (C) and Single-Family Residential District (R-1) to the east and Single-Family Residential District (R-1) to the west. The property is designated for multi-family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Multifamily apartments.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed Jade Subdivision subject to the following conditions:

**STREETS, PAVING
AND R.O.W.:**

1. In compliance.

EASEMENTS:

1. In compliance.

**SIDEWALK:
ADA:**

1. In compliance.

FIRE PROTECTION:

1. In compliance.

WATER:

1. In compliance.

SEWER:

1. In compliance.

DRAINAGE:

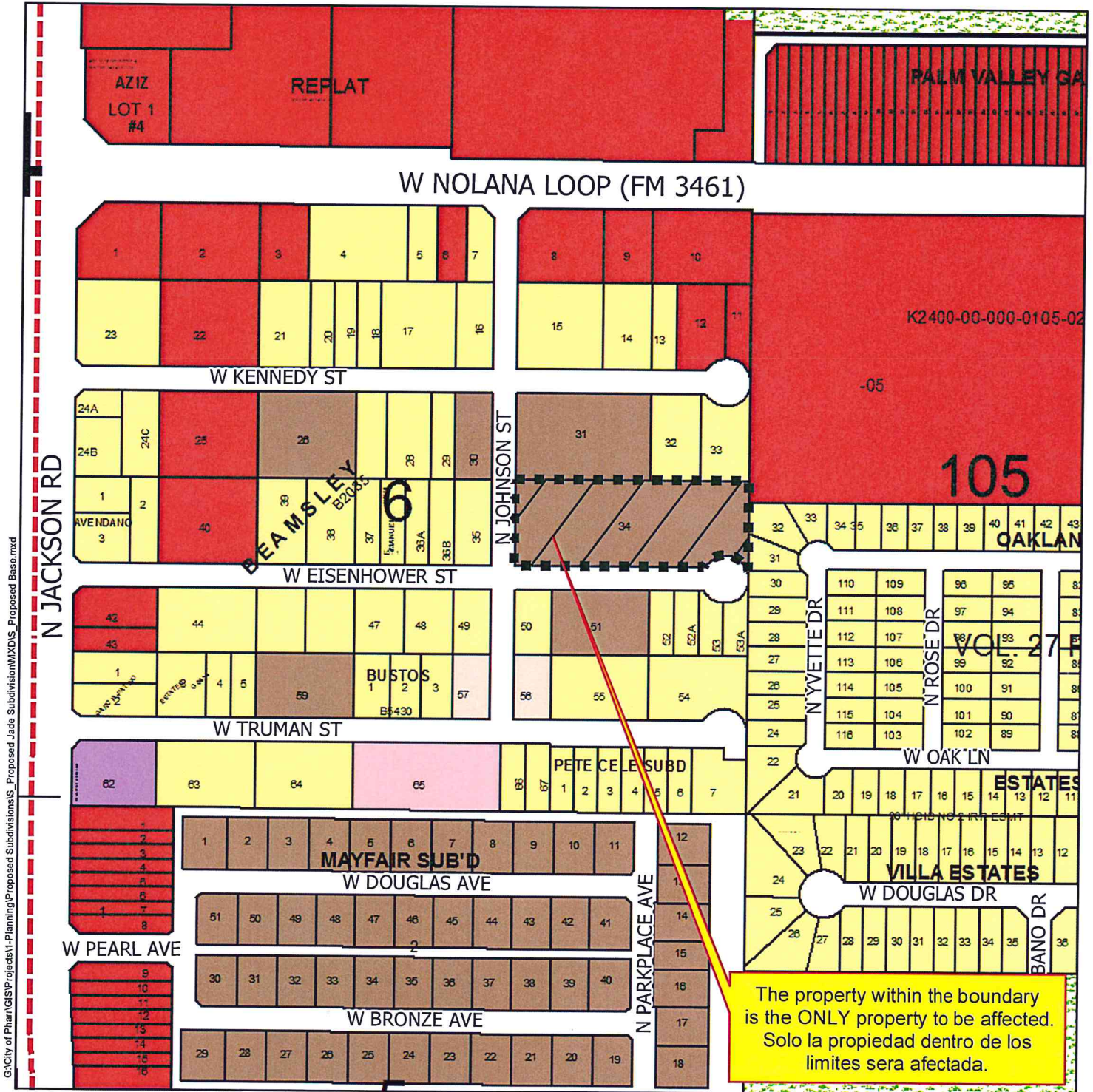
1. In compliance.

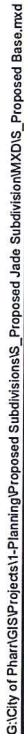
OTHER:

1. In compliance.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the final plat approval of the proposed Jade Subdivision.





- Date: 9/8/2016

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS JADE SUBDIVISION, AN ADDITION TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, EASEMENTS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF PHARR, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF PHARR.

JADE SALAZAR INVESTMENTS, LLC,
A TEXAS LIMITED LIABILITY COMPANY
JORGE SALAZAR
19503 S. COMAL RIVER DR.
CYPRESS, TEXAS 77433

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JORGE SALAZAR, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS DAY OF , 20

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

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

ANDRESO HERNANDEZ
MAYOR, CITY OF PHARR

DATE

CITY CLERK

DATE

PLANNING AND ZONING:

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS DAY OF , 20 , BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

CHAIRMAN, PLANNING & ZONING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESN, P.E., C.F.M.
GENERAL MANAGER

DATE

IRRIGATION DISTRICT:

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, ON THIS DAY OF , 20 .

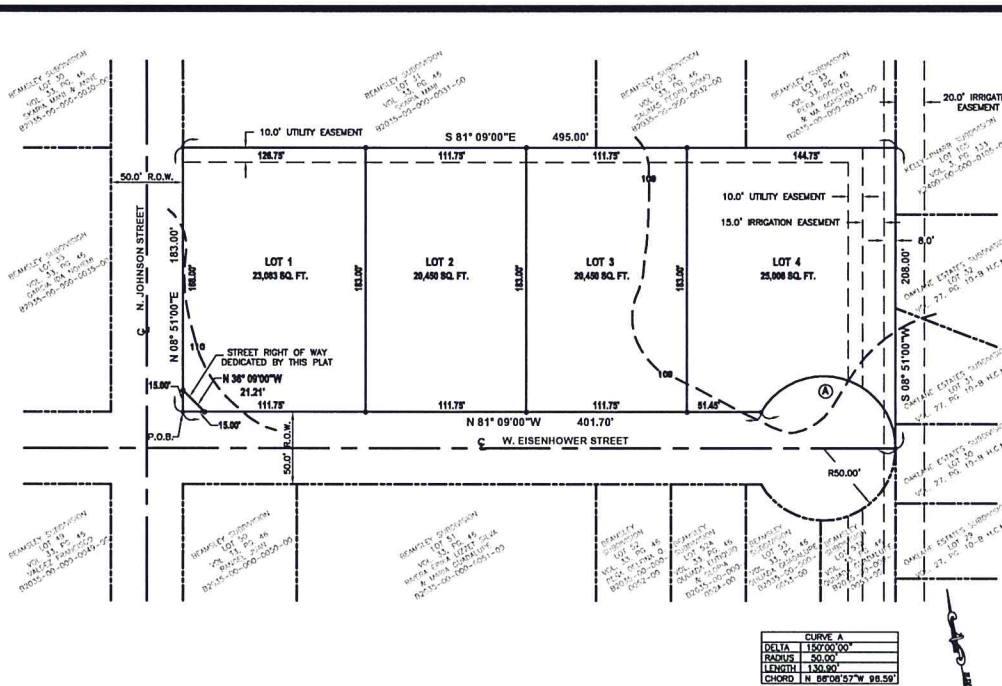
NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT OF WAYS OR EASEMENTS.

PRESIDENT

ATTEST:
SECRETARY

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: JORGE SALAZAR	19503 S. COMAL RIVER DR.	CYPRESS, TX 77433	(713) 560-4717	N/A
ENGINEER: ROLANDO CRUZ, P.E.	605 E. VIOLET AVE. STE. 1	MCALLEN, TX 78504	(956) 682-5022	(956) 682-5089
SURVEYOR: REYNALDO ROBLES	P.O. BOX 478	WESLACO, TX 78099	(956) 688-2422	(956) 688-2011



CLERK A
DELTA 115270.00'
RADIUS 50.00'
LENGTH 130.00'
CHORD N 81°09'00\"W 98.59'

GRAPHIC SCALE

LEGEND
• 1/2\" IRON ROD
• 1/2\" IRON ROD WITH A PLASTIC CAP STAMPED \"RMA\"
--- RIGHT OF WAY
--- IRRIGATION LINE
--- CENTER LINE

JADE SUBDIVISION

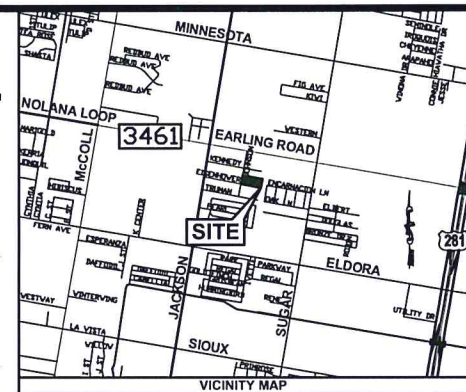
2.048 ACRES OF LAND
OUT OF LOT 34,
BEAMSLEY SUBDIVISION,
RECORDED IN VOLUME 33, PAGE 46, H.C.M.R.
AN ADDITION TO THE
CITY OF PHARR
HIDALGO COUNTY, TEXAS

ON: AT AM/PM
DOCUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY

GENERAL NOTES:

- FLOOD ZONE DESIGNATION: ZONE \"B\" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NO. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
- MINIMUM BUILDING SETBACKS AS PER CITY OF PHARR ORDINANCES.
- NO STRUCTURES SHOULD BE CONSTRUCTED ON ANY EASEMENTS.
- FINISHED FLOOR ELEVATION SHALL BE 18\" ABOVE TOP OF CURB AS MEASURED FROM THE CENTER OF EACH LOT.
- LOTS WILL BE FOR MULTI-FAMILY USE ONLY.
- BENCHMARK:
CITY B.M. #57, TOP OF 1/2\" IRON ROD LOCATED ABOUT 4 FEET NORTH OF THE NORTH BACK OF CURB OF NOLANA LOOP AND 1050 FEET EAST OF JOHNSON STREET.
NORTHING=16810978.412
EASTING=1065272.753
ELEVATION=106.86
SQUARE CUT ON DRAIN INLET LOCATED ON THE NORTH CURB OF W. EISENHOWER STREET, 235 FEET EAST OF S.W. CORNER OF LOT 34, ELEVATION=109.14
- 6\" OPAQUE BUFFER BETWEEN RESIDENTIAL AND MULTIFAMILY.

- THE RUNOFF STORAGE REQUIRED FOR THIS SUBDIVISION IS 10,568 C.F. OF STORM SEWER RUNOFF. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 10,568 C.F. OR 0.242 ACRES FEET WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENT. DETENTION PER LOT AS FOLLOWS:
LOT 1 WILL BE 2,732 CU.FT. OR 0.063 AC.FT.
LOT 2 WILL BE 2,423 CU.FT. OR 0.055 AC.FT.
LOT 3 WILL BE 2,423 CU.FT. OR 0.055 AC.FT.
LOT 4 WILL BE 2,890 CU.FT. OR 0.068 AC.FT.
- CONSTRUCTION WILL COMPLY WITH T.P.D.S. REQUIREMENTS AND SITE'S STORM WATER POLLUTION PREVENTION PLAN.
- 5\" SIDEWALK WITH A.D.A. COMPLIANT RAMPS AND LANDINGS SHALL BE REQUIRED ALONG W. EISENHOWER STREET AND N. JOHNSON STREET AT THE TIME OF ISSUANCE A BUILDING PERMIT.
- LANDSCAPING REQUIREMENT SHALL BE AS PER CITY OF PHARR ORDINANCES.
- OWNER(S) TO MAINTAIN DETENTION AREA.
- LEGEND • DENOTES 1/2\" IRON ROD FOUND UNLESS OTHERWISE NOTED.
- ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
- DETENTION AREAS THAT ARE 3 FEET OR DEEPER WILL REQUIRE PERIMETER FENCE.
- OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.



METES & BOUNDS

BEING 2.048 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING ALL OF LOT 34, BEAMSLEY SUBDIVISION AS PER MAP RECORDED IN VOLUME 33, PAGE 46 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 2.048 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2\" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 34 AND THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, NORTH 08°51'00\" EAST, 183.00 FEET, WITH THE WEST LINE OF SAID LOT 34 AND WITH THE EAST RIGHT OF WAY LINE OF N. JOHNSON STREET TO A 1/2\" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 34 AND THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, SOUTH 81°09'00\" EAST, 495.00 FEET, WITH THE NORTH LINE OF SAID LOT 34 AND WITH THE SOUTH LINE OF LOTS 31, 33 AND 35 TO A 1/2\" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 34 AND THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE, SOUTH 08°51'00\" WEST, 208.00 FEET, WITH THE EAST LINE OF SAID LOT 34 TO A 1/2\" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 34 AND THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;
THENCE IN A NORTHWESTERLY DIRECTION, WITH THE SOUTH LINE OF SAID LOT 34, WITH THE NORTH RIGHT OF WAY LINE OF W. EISENHOWER STREET AND WITH THE LINE OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 150°00'00\"; A RADIUS OF 50.00 FEET FOR A CURVE LENGTH OF 130.90 FEET TO A 1/2\" IRON ROD FOUND FOR AN ANGLE POINT;
THENCE, NORTH 81°09'00\" WEST, 401.70 FEET, WITH THE SOUTH LINE OF SAID LOT 34 AND WITH THE NORTH RIGHT OF WAY LINE OF SAID EISENHOWER STREET TO THE POINT OF BEGINNING AND CONTAINING 2.048 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

REYNALDO ROBLES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 55469
WESLACO, TEXAS 78099

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, ROLANDO CRUZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

ROLANDO CRUZ, P.E., CFM
REGISTERED PROFESSIONAL ENGINEER
NO. 55469
MCALLEN, TEXAS 78504

JADE SUBDIVISION
DATE OF PREPARATION: MAY 31, 2016

CRUZ-HOGAN Consultants, Inc.
Engineers • Planners • Consultants
Hartgen • McAllan
FIRM REG. No. F4950



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: May 30, 2017

MEETING DATE: June 5, 2017

FROM: Alexandra Esparza, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance adopting and establishing procedures/requirements to create a parking management use district.
1st Reading

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Consideration and action, if any, on adopting an ordinance that establishes procedures/requirements to create a parking management use district.

Financial Consideration: N/A

Staff Recommendation: Staff is recommends approval of adopting an ordinance that establishes procedures/requirements to create a parking management use district.

Alternatives: N/A

ROUTING:

Alexandra Esparza

Created/Initiated - 05/30/2017

Roland Gomez

Approved - 05/31/2017

Melanie Cano

Approved - 05/31/2017

Patricia Rigney

Approved - 05/31/2017

City Management Office

Final Approval - 05/31/2017

AN ORDINANCE AMENDING CHAPTER 126 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS, BY ADDING ARTICLE XII “PARKING MANAGEMENT USE DISTRICT” TO THE CODE OF ORDINANCES OF THE CITY OF PHARR; SETTING OUT PROCEDURES AND/OR REQUIRMENTS TO ESTABLISH A PARKING MANAGEMENT USE DISTRICT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING FOR APPLICABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, parking districts improve land use efficiency and can create a more pedestrian friendly environment and reduce traffic congestion; and

WHEREAS, revenues gained through parking and transportation use district are reinvested into the community to enhance mobility, pedestrian safety and traffic conditions; and

WHEREAS, the City proposes to make certain improvements to public safety on roadways by reducing the off-street parking of tractor/trailers and heavy vehicles on public roads; and

WHEREAS, the Board of Commission finds that a parking and transportation management district will effectively manage an area’s parking supply and demand so that parking is convenient and available

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

SECTION 1: The Code of Ordinances of the City of Pharr, Texas is hereby amended at Chapter 126 (“Traffic and Vehicles”) to add Article XII (“Parking Management Use District”) to read as follows:

PARKING MANAGEMENT USE DISTRICT

Sec. 142-410. PURPOSE AND INTENT

The purpose of this ordinance is to reduce hazardous traffic conditions resulting from the use of streets by commercial, heavy commercial, limited industrial and/or heavy industrial vehicles; to protect districts from polluted air, excessive noise, litter and refuse caused by the entry of such vehicles' to protect the residents of such districts from unreasonable burdens in gaining access to their residences; to preserve the character of districts such as residential districts, to promote efficiency in the maintenance of public streets in a clean and safe condition, and to preserve the safety of pedestrians and traffic, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the City.

Sec. 142-411. DEFINITIONS

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

- 1) **City** means the City of Pharr.
- 2) **City Commission** means the City of Pharr's Board of Commissioners
- 3) **Director** means the director of the department responsible for the applicable duty.
- 4) **District** means a geographic area in which the City Commission finds that traffic flow on public streets requires a higher level of management than commonly provided and takes measures that will facilitate traffic flow objectives.
- 5) **Off-street paid public parking** means parking located in City owned garage or surface lot for which payment is required to park.
- 6) **Public-Private Partnership (P3)** is a contractual arrangement between a public agency (federal, state or local) and a private sector entity.

- 7) ***Parking and Transportation Management District***-is a defined geographic area that may include a mix of retail, entertainment, commercial, medical, educational, civic, heavy commercial, limited industrial and/or heavy industrial uses and residential uses, in which City Commission finds that traffic flow on public streets requires a higher level of management than commonly provided and determines that parking meters will facilitate traffic flow objectives.

Sec.126.412. PARKING AND TRANSPORTATION MANAGEMENT DISTRICT

- (A) A District is an area defined by separate ordinance, consisting of a geographic area that may include but is not limited to a mix of retail, entertainment, commercial, medical, educational, civic, heavy commercial, limited industrial and/or heavy industrial uses and residential uses in which the City Commission finds that traffic flow on the public streets requires a higher level of management than commonly provided, and where the City Commission finds that designating a parking district will aide traffic flow goals. The City Commission also finds a percentage of funds from paid on-street parking and off-street paid public parking within the District may be used to undertake improvement projects that assist in managing the flow or demand for travel to confer public benefits within the District.
- (B) Eligible projects and expenses may include improvements or on-going maintenance of District features that aid in the management of the flow of traffic within the District. All projects shall be approved by the City Manager or designee in accordance with City policies and procedures.

Sec. 126-413. PARKING AND TRANSPORTATION MANAGEMENT AND DISTRICT REQUIREMENTS

- (A) A District must include at least 100 on-street paid parking spaces or 200 off-street paid parking spaces, the minimum number of spaces required to pay for the expenses of maintaining and operating pay stations, meters, and public surface lots and garages in the District.
- (B) At the time that a District is created, the required on-street paid parking may include both existing and new spaces.
- (C) Only new paid parking spaces may be used to fund the District.
- (D) Fifty-one percent of the funds from the paid on-street or off-street public parking within the District that is in excess of the cost of maintaining and operating parking stations, meters and garages shall be set aside to pay for improvements within the District.
- (E) The City Manager or designee shall determine the timing and order in which the improvements identified in the ordinance creating the District will be initiated.
- (F) Unless terminated by City Commission a District shall remain in existence.
- (G) The City may terminate a District if paid parking spaces do not generate more than the amount needed to pay all annual expenses.

Sec. 126-414. APPLICATION TO CREATE A DISTRICT.

The City Manager or designee may initiate the process to create a District, or a representative of a business organization, real estate developer, or other area stakeholders, whose boundaries are completely or partially located within the proposed District, may file an application for a District with the director. The City Manager or designee may also partner with a business organization, real estate developer, or other area stakeholders to initiate the process to create a District.

Sec. 126-415. PRE-APPLICATION REQUIREMENTS.

(A) A pre-application meeting with the City Manager or designee is required.

Sec. 126-416. APPLICATION REQUIREMENTS.

The City Manager or designee shall by rule establish submittal requirements for an application for the creation of a District and for the modification of an existing District.

Sec. 126-417. APPLICATION REVIEW.

- (A) The City Manager or designee shall review each application for the creation of a District or the modification of an existing district submitted under Section 126-416 (*Application Requirements*) and provide the Planning and Zoning Commission with a recommendation on the application.
- (B) An application for the establishment of a District must be presented in a briefing to the Planning and Zoning Commission before presentation to City Commission for approval.
- (C) An ordinance adopted by the City Commission to create a District shall include a list of improvements to be funded by fees from the paid parking spaces.

SECTION 2 – SEVERABILITY

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

SECTION 3 – SAVINGS CLAUSE

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

SECTION 4 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5 – REPEALING CLAUSE

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

SECTION 6 – CUMULATIVE

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

SECTION 7 – PROPER NOTICE AND MEETING

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

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-76-09 Beautification Committee. ***Adoption on 1st Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In the ever increasing effort to beautify our City it is the wishes of the City to re-activate the existing Beautification Committee to enhance the appearance and aesthetics of the City of Pharr

Financial Consideration: N/A

Staff Recommendation: Staff recommend of approval of the new beautification committee

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 06/01/2017
Approved - 06/01/2017
Final Approval - 06/01/2017

ORDINANCE NO. O-2017-__

AN ORDINANCE AMENDING ORDINANCE NO. O-76-09, AMENDING THE BEAUTIFICATION COMMITTEE; PROVIDING FOR THE COMPOSITION OF THE COMMITTEE; TENURE OF APPOINTMENTS; THE DUTIES AND RESPONSIBILITIES OF THE COMMITTEE; DENIAL OF AUTHORIZATION TO CREATE DEBTS OR INCUR LIABILITY; PROVIDING FOR A QUORUM; AND REPEALING ALL ORDINANCES AND AMENDMENTS IN CONFLICT HERewith AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT ORDINANCE O-76-09 SHALL BE AMENDED AND READ AS FOLLOWS:

SECTION 1.01: CREATION.

There is hereby created a Beautification Committee, which shall be composed of not more than five (5) members. Such members shall be appointed by the Pharr Board of Commissioners.

SECTION 2.01: COMPOSITION AND PURPOSE.

The Beautification Committee shall be an advisory board. It may establish its own rules and regulations for its meetings and proceedings. It shall promote and encourage the beautification of the City through the participation of the City, the citizens of Pharr, and local business concerns in individual and cooperative efforts. It shall actively pursue and promote the development of civic pride and shall coordinate the efforts of all who will work for the common purpose of improving the beauty and cleanliness of the City.

SECTION 3.01: DEBTS AND LIABILITY.

The Beautification Committee shall not be authorized to create any debts or incur any liability on behalf of the City unless first authorized to do so by the Board of Commissioners.

SECTION 4.01: RESIDENCY REQUIREMENT.

All members of boards, commissions and committees of the City of Pharr, shall be residents of the City of Pharr or non-residents tax-paying property owners of the City who reside within the extra-territorial jurisdiction of the City of Pharr, Texas. All Committee members shall serve staggered terms. The Board of Commissioners shall appoint two (2) one (1) year term members, two (2) two (2) year term members, and one (1) three (3) year term member. The mayor shall appoint the Chairman of the Committee.

SECTION 5.01: SAVINGS CLAUSE.

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

SECTION 6.01: SEVERABILITY CLAUSE.

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

SECTION 7.01: EFFECTIVE DATE; PUBLICATION; DECLARATION OF EMERGENCY.

The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with-by a vote of not less than a majority of all the members of the Board of Commissioners-in accordance with the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 8.01: PROPER NOTICE AND MEETING.

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

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE 5TH DAY OF JUNE, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: May 16, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing a Mayor Pro Tem and Alternate Mayor Pro Tem.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In accordance with the City Charter Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners as soon as practical following the election and qualification of new members.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 05/16/2017
Final Approval - 05/17/2017

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

CITY OF PHARR

§

RESOLUTION

NO. R-2017-__

WHEREAS, in accordance with the City Charter of the City of Pharr, Article III, Section 2, a Mayor Pro Tem and Alternate Mayor Pro Tem shall be chosen by the Board of Commissioners of the City of Pharr; as soon as practical following the election and qualification and on annually basis of new members of the Board of Commissioners.

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

1. _____ is hereby appointed Mayor Pro Tem of the City of Pharr.

2. _____ is hereby appointed Alternate Mayor Pro Tem of the City of Pharr.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2017.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

HILDA PEDRAZA
CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing five (5) members to the Beautification Committee.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Staff is in need of 5 members to fill the newly adopted Beautification Committee.

Financial Consideration:

Staff Recommendation: Staff recommend the Board of Commissioners appoint 5 members.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 06/01/2017
Final Approval - 06/01/2017

THE STATE OF TEXAS §
COUNTY OF HIDALGO § **RESOLUTION**
CITY OF PHARR § **NO. R-2017-__**

WHEREAS, Ordinance No. O-76-09 created the Beautification Committee consisting of not more than five (5) members whose terms of service shall be staggered. Two (2) one (1) year term; two (2) two (2) year term; and one (1) three (3) year term; and

WHEREAS, appointment of members needs to be made at this time; and such members shall perform duties as may be prescribed by ordinance or state law.

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

That the following persons are hereby appointed as members of the Beautification Committee.

	NAME:	LENGTH OF TERM:
1.	_____	1 Year
2.	_____	1 Year
3.	_____	2 Years
4.	_____	2 Years
5.	_____	3 Years

READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2016.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing seven (7) members to the Parks & Recreation Committee.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the decrease in membership of the Parks and recreation Committee staff is requesting that the City Commission appoint/reappoint 7 members to the Parks and Recreation Committee

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment/re-appointment of members.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 06/01/2017
Final Approval - 06/01/2017

THE STATE OF TEXAS

§

RESOLUTION

COUNTY OF HIDALGO

§

NO. R-2017-_____

CITY OF PHARR

§

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee; and

WHEREAS, Ordinance No. O-2017-____ amended Ordinance No. O-84-42 decreasing members from nine (9) to seven (7) members whose terms shall be three (3) members to serve a three (3) year term and four (4) members to serve a two (2) year term; and

WHEREAS, appointment/re-appointment of seven (7) members is needed at this time; and

WHEREAS, such members shall assume the duties, responsibilities, and powers provided by city ordinance.

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

The following persons are hereby appointed as members of the Parks and Recreation Committee of the City of Pharr.

	<u>NAME:</u>	<u>LENGTH OF TERM:</u>
1.	_____	3-Year term
2.	_____	3-Year term
3.	_____	3-Year term
4.	_____	2-Year term
5.	_____	2-Year term
6.	_____	2-Year term
7.	_____	2-Year term

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 5th day of June, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: May 25, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: juan

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #1.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Ordinance No. O-2011-46 created the Board of Directors for the TIRZ #1 consisting of not less than five (5) and not more than fifteen (15) members who shall serve a two (2) year term. Members of TIRZ #1 Board are as follows:

Comm. Oscar Elizondo, (Chair)

Comm. Eleazar Guajardo (Vice-Chair)

Comm. Ricardo Medina

Comm. Mario Bracamontes (Secretary)

Michael Leo, County Representative (Appointed by Hidalgo County on May 2, 2017)

Since Comm. Elizondo is no longer member of the governing body and the terms of Comm. Guajardo, Comm. Medina, and Comm. Bracamontes expired on June 2, 2017, appointment/re-appointment needs to be made at this time.

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment/re-appointment of board members.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 05/25/2017

Edward Wylie

Final Approval - 06/01/2017

RESOLUTION NO. R-2017-__

**A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE**

WHEREAS, the City of Commission adopted Ordinance O-2011-46, which created a Board of Directors for the Tax Increment Reinvestment Zone Number One consisting of not less than five (5) and not more than fifteen (15) members; and

WHEREAS, members of said board shall serve a two (2) year term; and

WHEREAS, Oscar Elizondo is no longer member of the governing body; and the terms of Eleazar Guajardo, Ricardo Medina, and Mario Bracamontes expired on June 2, 2017; and

WHEREAS, four (4) members need to be appointed/re-appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following members are hereby appointed.

1. _____, Chairman
2. _____
3. _____
4. _____
5. Michael Leo, Hidalgo County

PASSED AND APPROVED THIS 5th DAY OF JUNE 2017, BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: May 25, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Tax Increment Reinvestment Zone #2.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Ordinance No. O-2015-52 created the Board of Directors for the TIRZ #2 consisting of not less than five (5) and not more than fifteen (15) members who shall serve a two (2) year term. Members of TIRZ #2 Board are as follows:

Comm. Oscar Elizondo, (Chair)

Comm. Eleazar Guajardo (Vice-Chair)

Comm. Ricardo Medina

Comm. Mario Bracamontes (Secretary)

Michael Leo, County Representative (Appointed by Hidalgo County on May 2, 2017)

Since Comm. Elizondo is no longer member of the governing body and the terms of Comm. Guajardo, Comm. Medina, and Comm. Bracamontes expired on June 2, 2017, appointment/re-appointment needs to be made at this time.

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment/re-appointment of board members.

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 05/25/2017
Final Approval - 06/01/2017

RESOLUTION NO. R-2017-__

**A RESOLUTION APPOINTING/RE-APPOINTING BOARD OF DIRECTORS FOR THE
TAX INCREMENT REINVESTMENT ZONE NUMBER TWO**

WHEREAS, the City of Commission adopted Ordinance O-2015-52, which created a Board of Directors for the Tax Increment Reinvestment Zone Number Two consisting of not less than five (5) and not more than fifteen (15) members; and

WHEREAS, members of said board shall serve a two (2) year term; and

WHEREAS, Oscar Elizondo is no longer member of the governing body; and the terms of Eleazar Guajardo, Ricardo Medina, and Mario Bracamontes expired on June 2, 2017; and

WHEREAS, four (4) members need to be appointed/re-appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that the following members are hereby appointed.

1. _____, Chairman
2. _____
3. _____
4. _____
5. Michael Leo, Hidalgo County

PASSED AND APPROVED THIS 5th DAY OF JUNE 2017, BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.

DATE SUBMITTED: May 24, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Economic Development Corporation II Board of Directors.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Due to the resignation of Comm. Roberto "Bobby" Carrillo, a vacancy has been created. Therefore, appointment of one member needs to be made at this time for the remainder of the unexpired term.

Current Board members:
Mayor Ambrosio Hernandez
Comm. Ramiro Caballero
Comm. Eleazar Guajardo
Danny Smith, Rey Perez
Comm. Bobby Carrillo
and Mario Lizcano

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment of one member.

Alternatives: N/A

ROUTING:

Hilda Pedraza

Created/Initiated - 05/24/2017

City Management Office

Final Approval - 06/01/2017

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

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RESOLUTION
NO. R-2017-

WHEREAS, Article 5190-V.T.C.S., the Development Corporation Act of 1979, Section 48, provides that the Economic Development Corporation II shall be governed by seven (7) Directors appointed by the governing body of the City who shall serve a two (2) year term or at the pleasure of such governing body; and

WHEREAS, the Pharr Economic Development Corporation, Inc., was created pursuant to Section 48 of Article 5190.6 V.T.C.S.; and

WHEREAS, a vacancy has occurred as a result of Comm. Roberto "Bobby" Carrillo's resignation as member of the Pharr Economic Development Corporation II Board of Directors; and

WHEREAS, appointment of one (1) member is needed for the reminder of the unexpired term.

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

That the following person is hereby appointed to the Board of Directors of the Pharr Economic Development Corporation, Inc.:

NAME:

LENGTH OF TERM:

1.

2 years (unexpired term, 09-03-17)

Said Director shall serve a two (2) year term or at the pleasure of the City Commission and shall assume the duties, responsibilities and powers provided by law and by the Articles of Incorporation and by-laws of the Pharr Economic Development Corporation II, Inc., immediately upon appointment.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

ATTEST:

AMBROSIO HERNANDEZ
MAYOR

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.I.

DATE SUBMITTED: May 16, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing three (3) regular members of the Board of Adjustment.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Appointment and/or re-appointment of three (3) regular members of the Board of Adjustment is needed at this time. Regular member Hector Guerra, Sr., term expiring on June 7, 2017, regular member Robert Zuniga term expiring on June 17, 2017 and regular member Rosie Ibanez term expiring on June 21, 2017.

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending the re-appointment of Hector Guerra, Sr. and the appointment of Ruben Luna and Guadalupe Cano to the Board of Adjustment.

Alternatives: N/A

ROUTING:

Hilda Pedraza
Melanie Cano
City Management Office

Created/Initiated - 05/16/2017
Approved - 06/01/2017
Final Approval - 06/02/2017

COUNTY OF HIDALGO {}

CITY OF PHARR { }

NO.R-2017-

[illegible]

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.J.

DATE SUBMITTED: May 24, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing five (5) members to the Bridge Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Toll Bridge Board consists of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem, and the City Manager.

Current Board members:

Praxedis Gutierrez, Jr (Position #1)

Larry Hernandez (Position #2)

Edgar Delgadillo (Position #3)

Perla Tamez (Position #4)

Tony Martinez (Position #5)

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment/re-appointment of the following members:

Praxedis Guitierrez, Jr. (position #1)

Larry Hernandez (position #2)

Edgar Delgadillo (position #3)

Perla Tamez (position #4)
Artemio Palacios (position #5)

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 05/24/2017
Final Approval - 06/01/2017

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

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RESOLUTION
NO. R-2017- _____

WHEREAS, the International Bridge is of great importance to the trade and commerce of the City of Pharr, and the Board of City Commissioners desires to foster and encourage the promotion of the bridge project; and

WHEREAS, there is therefore, created a Toll Bridge Board consisting of five (5) resident qualified voters of the City of Pharr and shall include as ex-officio members the Mayor, Mayor Pro-Tem and the City Manager.

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

The following members are hereby appointed/re-appointed to the Toll Bridge Board:

- | <u>NAME</u> | <u>POSITION # 1</u> |
|-------------|--|
| 1. | LENGTH OF TERM
8/01/19 |
| 2. | <u>POSITION # 2</u>
LENGTH OF TERM
8/01/19 |
| 3. | <u>POSITION # 3</u>
LENGTH OF TERM
8/01/19 |
| 4. | <u>POSITION # 4</u>
LENGTH OF TERM
8/01/19 |
| 5. | <u>POSITION # 5</u>
LENGTH OF TERM
8/01/19 |

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2017.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.K.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution authorizing the creation of a 9-1-1 Emergency Communications Center for the City of Pharr, allocate funds, re-assign, create or hire personnel, create a 9-1-1 Communications Advisory Board and perform such modifications or changes as needed.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City is in need of an Emergency 9-1-1 Communications Center for the City of Pharr. This resolution is need to allow staff to create a center, allocated funds, explore the best scenario to implement such a center and establish policies and procedures to best operate such a center.

Financial Consideration: To be determined at a later date.

Staff Recommendation: Staff recommends approval of he resolution.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 06/01/2017
Approved - 06/01/2017
Final Approval - 06/01/2017

RESOLUTION NO. R-2017-___

STATE OF TEXAS

§

COUNTY OF HIDALGO

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CITY OF PHARR

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A RESOLUTION AUTHORIZING STAFF TO CREATE A 9-1-1 EMERGENCY COMMUNICATIONS CENTER FOR THE CITY OF PHARR, ALLOCATE FUNDS FOR SUCH CENTER AND STAFF, RE-ASSIGN AND HIRE PERSONNEL, CREATE A 9-1-1 COMMUNICATIONS ADVISORY BOARD, CREATE BY-LAWS FOR SUCH BOARD AND PERFORMS SUCH CHANGES AND MODIFICATION TO THE CITIES ORGANIZATIONAL STRUCTURE AS NEEDED.

§ WHEREAS, the City of Pharr appreciates the value of professional tele-communicators in being the first incident commanders when a member of the public calls for assistance; and

§ WHEREAS, the City of Pharr seeks to provide the best and most attentive service for the citizens of Pharr and improve the quality of life in our community by having clear and direct access to emergency services by consolidating all communications centers into one comprehensive 9-1-1 Communications Center; and

§ WHEREAS, Board of Commissioners believes 9-1-1 services to all City residents is a core public safety service of local government and should not be jeopardized or diminished; and

§ WHEREAS, the City of Pharr City Commission supports the creation of a Comprehensive Full-fledged 9-1-1 Emergency Communications Center for the City of Pharr; and

§ WHEREAS, the City of Pharr shall serve as the lead example, Valley wide, for consolidated, shared emergency services; and

§ WHEREAS, several studies in the past have confirmed that combined operations and technology between fire, police and EMS provide for an opportunity for sharing services and will lead the achievement of enhanced 9-1-1 response and improve service delivery for all City of Pharr residents.

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

SECTION 1: PURPOSE AND INTENT:

That the Board of Commissioners of the City of Pharr directs, supports and encourages the enhanced coordination and consolidation of the governance and management of a Consolidated 9-1-1 Communications Center for the City of Pharr between the Fire, Police and Emergency Medical Dispatch services. Such consolidation will service to eliminate duplicative services, leverage economies of scale while enhancing and maintaining efficient operations and improve the quality of the 9-1-1 emergency communications services to all City of Pharr residents.

SECTION 2: SAVINGS CLAUSE:

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

SECTION 3: SEVERABILITY CLAUSE:

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

SECTION 4: EFFECTIVE DATE:

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the 5th day of June, 2017.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: May 16, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consultation with the Board of Commissioners on Directors yearly evaluations.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in closed session.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 05/16/2017
Approved - 05/16/2017
Final Approval - 05/31/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consultation with the Board of Commissioners on City Manager evaluation.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration: N/A

Staff Recommendation:

Alternatives: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 06/01/2017
Final Approval - 06/01/2017

Pharr PRIDE Program - Positive Culture Change through Progressive Leadership Steps

As Mayor of Pharr, it is my honor to nominate Pharr City Manager Juan G. Guerra, CPA, for consideration for ICMA's Strategic Leadership & Governance Award. During a time of needed change, Juan stepped up and delivered in many facets, the most notable one was the change in Pharr's culture through progressive leadership steps summarized as the Pharr PRIDE Program.

Pharr's Challenge Prompting the Need for the Pharr PRIDE Program

Pharr is a city in south Texas that shares a border with Mexico, operates a major international commercial bridge, manages a budget of over \$100 million with roughly 700 employees, and has over 76,000 residents. As you can tell, Pharr is a city with great potential. To achieve Pharr's potential, a culture that maximizes employee talents and cultivates the city's resources is needed. The culture that existed before was not ideal, it needed to change, and this was a challenge that needed to be addressed. The culture in Pharr was previously filled with years of undisciplined spending, unprofessional ethics, distrust between staff and management, silos created at every department, questionable integrity when communicating with residents, and a failure to adhere to sound management principles expected by those in leadership positions. This culture was molded by many years of questionable Laissez-Fair leadership and management. In May 2015, the residents demanded change and after a very tense election they elected a new Mayor and Commissioners. To quickly implement change, the Mayor and City Commission unanimously chose Juan to lead the effort and appointed him as City Manager.

About the City Manager

Juan was born and raised in Chicago, Illinois. Recognizing their children needed a change of environment in order for them to succeed, Juan's parents sacrificed and relocated the family to the Rio Grande Valley. After graduating from high school, Juan's desire for a challenge in life led him to join the U.S. Marine Corps. Being honorably discharged, Juan's focus and discipline

transitioned to the classroom where he earned a Bachelor and Master degree in Business Administration and a Certified Public Accountant license, among others. Juan then entered the field of municipal finance with stops in La Feria, Sherman, and Fort Worth before being named Finance Director for Pharr. After leading Pharr away from major fiscal problems, Juan was then rewarded with a promotion to Chief Financial Officer. All of this prepared Juan for the major challenge of stepping up and leading the charge under the new administration's directive to change the culture in Pharr. Having been in Pharr since 2007, he was aware of the improvements needed, and through his military training, he had gained the leadership abilities to get the job done. By developing and implementing the following three major tasks in November, 12, 2015, the culture in Pharr would be positively affected and changed.

Program Implementation & Cost

The first task was to develop a program indicating the level of professional expectations that the employees would be able to comply with and one that residents could hold city staff accountable to. This led to the centerpiece of the change in culture, the Pharr **PRIDE** Leadership Traits. The PRIDE Leadership Traits are: **P**rofessionalism in your work productivity and appearance; **R**espect for yourself, co-workers, employees and citizens; **I**ntegrity in your work and in your life; **D**iscipline in what you do; and **E**thical adherence to moral, professional, and legal standards. This program was fully implemented: a circular PRIDE logo was created and included in all marketing advertisements; the logo was placed on all Pharr vehicles and worn as a lapel pin on suits of employees and elected officials; all employees were provided training on this program; a webpage was created to promote this change in culture to the public; more than 20,000 magazines recognizing the PRIDE efforts were physically mailed to the residents to communicate the change in culture; and plans are currently underway to display the logo on all four water towers in Pharr.

The cost for this task was roughly \$10,000, and although this was an excellent start to the changing of Pharr's culture, additional tasks would still be needed.

Juan's second task was to redevelop the organization into a professionally efficient workforce. He acknowledged that in order to mold the new culture into a professional one, an employee program focused on professional growth, leadership training, teambuilding, diversity, and employee recognition would be needed. To implement this program, Juan developed a human resource professional into a key member of his management team, culminating into Pharr's first Human Resource Department. Opportunities for professional growth, leadership training, and teambuilding were provided via three main activities: 1) Problem Solving Task Forces, consisting of 7 member teams of non-director employees whose role is to tackle new problems; 2) Pharr University, providing all employees with classroom training on changes to Pharr policies and City Manager expectations; and 3) monthly teambuilding events planned and hosted by each of Pharr's 15 directors, training their peers on leadership, communication, and problem-solving, among other activities. Additionally, the development of a diverse workforce took place by opening employment opportunities for everyone, resulting in the hiring of four very qualified female department directors, a first for Pharr. Lastly, employee morale was boosted with the implementation of four main actions: 1) the initiation of the development of a Pharr Salary Schedule, to ensure that high expectations expected of employees are appropriately rewarded by fair and professional pay; 2) implementation of the Pharr Minimum Living Wage, which mandates that no full-time employee earn less than \$11 per hour; 3) creation of three Employee Appreciation Days for employees and their family, one before and one after the school year at the Pharr Aquatic Park, and the third day as a Christmas dinner at the Pharr Events Center, to thank them for their hard work throughout the year. This task, costing roughly \$150,000 mainly due to salary changes,

contained a program with specific activities aimed at the redevelopment of the organization for a properly trained and efficient workforce with a boost in employee morale.

The third and final task was to develop an employee buy-in program on all the changes taking place. This was done by implementing efforts to ensure the employees had a voice in their governance. To get this done, Juan had Suggestion Boxes installed at all City of Pharr buildings so that anyone wishing to provide recommendations to improve operations could do so. He also created the Pharr Fraud Reporting Program to identify wrong, unethical, and/or criminal operations taking place within Pharr. Lastly, two annual surveys were conducted requiring employee participation. The first survey was on the effectiveness of the changes in culture. The second survey was to assess the leadership of the Mayor, City Commission, and City Manager. Getting buy-in from the employees at a cost of under \$1,000, has been key to advancing continuous process improvements in Pharr.

Program Results & Measurable Outcomes

The change in culture has resulted in a measurably more efficient and satisfied workforce as well as a fiscally healthier government for Pharr taxpayers. The following six tangible results and measureable outcomes of the Pharr PRIDE Program are as follows: 1) the first annual survey resulted in 90% of the employees surveyed agreeing that the Pharr PRIDE Leadership Traits serve an important role in the City's culture; 2) the second annual survey results which were analyzed by the University of Texas – RGV, whom touted our actions as unique to this area and progressive, resulted in Pharr leadership receiving a successful 65% approval rating; 3) due to improved budget management by all departments: the General Fund's annual budget has shifted from negative \$1.6 million to positive \$3.8 million, this is an improvement of \$5.5 million, or over 330%; 4) due to the adherence of spending controls and a teamwork approach to getting the job done: the General

Fund's cash management responsibly improved from only \$734,000 in the bank to \$4.1 million, this is an increase of \$3.3 million, or 456%; 5) due to City employees working together as a team in maximizing City resources: the General Fund's net revenues grew over \$7.3 million, or over 200%; and 6) due to improved management oversight: the General Fund's support of the Pharr Events Center decreased from \$843,500 to only \$68,500, a decrease of \$774,944 or 92%.

Lessons Learned

The Pharr PRIDE Program was key to the major challenge of quickly changing the culture and improving operations, this can serve as a template for any administration. We learned the following lessons: 1) during the planning phase, being open to new ideas and working as a team is the only way to move an idea forward and generate a comprehensive program; 2) when implementing a new program, constant communication must become a habit in order to allow the employees to trust the changes taking place and have everyone moving in the same direction; and 3) in analyzing the program, it must be with integrity and open to the potential of a negative outcome. The Pharr PRIDE Program showed us that in order to change a culture, an acceptance of the problems at hand must be acknowledge and a plan to fix them get established.

Contribution of City Managers

One of the main roles of a City Manager is to develop a team to implement the policies of the elected officials, a great team is key to getting things done. Getting the right City Manager to develop the team is crucial to the success of a city, Pharr's previous situation rectified through the Pharr PRIDE Program is evidence of that and serves to raise the awareness of the importance and contributions of City Managers. Pharr's culture has dramatically changed and is continually developing into the professional and efficient workforce that the residents of Pharr expect and deserve.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: May 16, 2017

MEETING DATE: June 5, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consideration and action, if any, giving the Mayor authority to negotiate and enter into employment contracts for both the Asst. City Manager and City Manager.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Board of Commissioners to allow the Mayor to negotiate and enter into employment contracts for both the Asst. City Manager and City Manager.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 05/16/2017
Approved - 05/16/2017
Final Approval - 06/02/2017

AGREEMENT FOR PROFESSIONAL SERVICES AND EMPLOYMENT AS CITY MANAGER

THIS AGREEMENT, made and entered into this the 1st day of August, 2015, by the City of Pharr, Texas, a municipal corporation (CITY), and Juan Gabriel Guerra (GUERRA), both whom understand as follows:

WITNESSETH

WHEREAS, this agreement will commence on August 4, 2015, regardless of the date it is actually executed and shall remain in force until July 30, 2019.

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

Section 1. Position and Duties

The CITY hereby employs GUERRA as City Manager of CITY, to perform the duties and functions specified in Article IV Sec 1, and as the Commission shall assign, from time to time, to the City Manager consistent with the intent of this agreement.

Section 2. Term

GUERRA agrees to remain in the exclusive employment of CITY until July 30, 2019 and to not accept other employment prior to that date unless sooner terminated or GUERRA resigns as herein provided.

This contract will automatically renew for an additional four (4) years unless notice by CITY to GUERRA that the renewal of this AGREEMENT will not take place; notice that the renewal will not take place will be made through official City Commission vote, this vote must be passed by a three-fourth (3/4) vote, no later than July 30, 2018.

Section 3. Termination

The CITY and GUERRA, each, hereby reserve the right to terminate this contract at any time, with or without cause, as hereinafter provided.

Section 4. Severance Pay

In the event GUERRA is terminated by CITY prior to the expiration date hereof and during such time that GUERRA is willing and able to perform his duties under this agreement, and for no just cause, then in that event, CITY agrees to pay GUERRA a lump sum cash payment equal to six (6) months aggregate salary. However, in the event

GUERRA is terminated for just cause, CITY agrees to pay GUERRA a lump sum cash payment equal to three (3) months aggregate salary provided GUERRA shall furnish CITY an unconditional release. The determination of the existence of just cause shall be at the sole discretion of the City Commission of CITY by a vote, this vote must be passed by a three-fourth (3/4) vote, and its decision shall be final.

In the event GUERRA voluntarily resigns his position with CITY before expiration of the aforesaid term of this contract, GUERRA shall give CITY one (1) month advance notice. GUERRA shall not be entitled to severance pay in the case of voluntary resignation, only to all of his accrued but unused vacation and sick leave benefits in accordance with appropriate CITY personnel policy.

Section 5. Disability

If GUERRA is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity of health for a period of four (4) successive weeks, or for a period of twenty (20) working days over a thirty (30) working day period, beyond the expiration of any accrued leave time; then CITY shall have the option to terminate this agreement. GUERRA shall, however, be compensated for any accrued payable benefits severance pay shall be payable for no just cause.

Section 6. Compensation

GUERRA acknowledges receipt of all compensation due him through August 3, 2015. Thereafter and during the balance of the term of this agreement, CITY shall compensate GUERRA in the sum equal to the average total compensation of the City of Mission City Manager and City of Edinburg City Manager annually (average to be analyzed immediately, and then annually every October with changes made effective November 1st), payable bi-weekly, and shall receive the following fringes:

- Annual Leave – Same as other employees
- Retirement (TMRS) - Same as other employees
- Health Insurance plus dependent coverage - Same as other employees
- Dental Insurance plus dependent coverage - Same as other employees
- Life Insurance - Same as other employees
- Auto Allowance - \$7,200.00 annually
- Long-Term Disability - Same as other employees
- Worker's Compensation - Same as other employees
- Unemployment Compensation - Same as other employees
- Employee Assistance Program (E.A.P.) - Same as other employees

The City Commission may consider increases in compensation and/or fringe benefits at any time during term of this agreement.

Section 7. Dues & Subscriptions

CITY agrees to budget and pay for all reasonable professional dues and subscriptions of GUERRA for his participation in any national, state, and local associations and organizations necessary and desirable for the mutual benefit of GUERRA and CITY.

Section 8. Professional Development

CITY agrees to budget and pay for all reasonable expenses of GUERRA for professional and official travel and meetings adequate to continue the professional development of GUERRA and to adequately pursue necessary official and other functions of CITY.

Section 9. Performance Evaluation

GUERRA may be evaluated at City Commission's discretion. If evaluated, GUERRA may decide if it will be done in either executive session or in open session. CITY shall provide GUERRA with a copy of each such evaluation.

Section 10. Hours of Work

In addition to normal office hours, GUERRA agrees to devote as much time as is necessary for the efficient performance of his duties as City Manager.

Section 11. Other Terms and Conditions of Employment

All provisions of the City Charter, City Code, and City Personnel Policy as they now exist or may hereafter be amended shall apply to GUERRA as they would to other employees of the CITY except as may be herein provided to the contrary.

Section 12. Notices

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein:

CITY: Office of the Mayor
City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

GUERRA: Juan G. Guerra
1305 West Park Drive
Pharr, TX 78577

Section 13. General Provisions

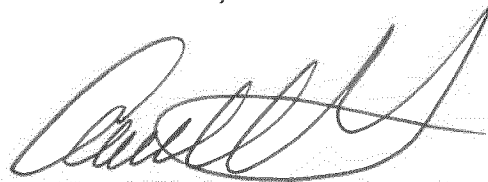
The text herein shall constitute the entire agreement between the parties.

This agreement shall be binding upon and insure to the benefit of the parties hereto, their heirs, successors and assigns.

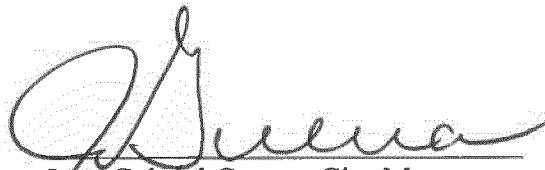
If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed serviceable, shall not be affected, and shall remain in full force and effect.

Signed on the ____ day of August, 2015 effective the 4th day of August 2015.

CITY OF PHARR, TEXAS



Ambrosio "Amos" Hernandez, Mayor



Juan Gabriel Guerra, City Manager

Attest:



Hilda Pedraza, City Secretary



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on addendum to Project Agreement for Construction Manager Services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The existing contract with Easton Acquisitions, Inc. is undervalued for the amount of work needed and is in need of an amendment.

Financial Consideration: Money will come from the loan agreement

Staff Recommendation: Staff recommend approval

Alternatives:

ROUTING:

Edward Wylie

Created/Initiated - 06/01/2017

Karla Moya

Approved - 06/01/2017

Patricia Rigney

Approved - 06/01/2017

City Management Office

Final Approval - 06/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: May 25, 2017

MEETING DATE: June 5, 2017

FROM: Jason Arms, Director

DEPARTMENT: Innovation & Technology

DIRECTOR: Jason Arms

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a professional services agreement with CREATE THE BRIDGE for the development of a mobile application.

Classification: Regular

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

Exclude Material from Public Packet? Yes

Reason: This agreement may disclose sensitive references to previous incentive agreements with Developer (Create the Bridge) and may reveal strategic software development strategies that would prevent uniqueness in the software.

Issue: The City of Pharr is in need of a mobile application that operates on both Android and Apple IOS devices that allows its residents and visitors to get real time information, participate in chamber activities and to report issues to the various departments to mitigation. This application has been designed as a single source for both residents and visitors to find local businesses of interest, participate in business reward programs and interact with local officials.

Financial Consideration: This application is not currently funded within the Pharr Innovation & Technology department budget. This project would be funded in full by hotel motel association funds.

Staff Recommendation: Based on pre-existing contracts with Create the Bridge and the scope of this project, it is my recommendation that we proceed as stated in the contract to secure a mobile application for use by our residents and visitors.

Alternatives:

ROUTING:

Jason Arms

Created/Initiated - 05/25/2017

Jason Arms

Approved - 05/31/2017

Karla Moya

Approved - 05/31/2017

Patricia Rigney

Approved - 05/31/2017

City Management Office

Final Approval - 06/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: May 30, 2017

MEETING DATE: June 5, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, on award of Service Contract for Used Tires and Rubber Scrap Removal and Disposal/Recycling Services. (Bid No. 1617-01-517-0034)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Service Contract for the Disposal/Recycling Services of Used Tires & Rubber Scrap.

On May 11, 2017 Bids were opened, with one (1) respondent to the solicitation.

Financial Consideration: Annual cost average approximately \$52,000 a year.

Staff Recommendation: Staff recommends award of a one (1) year Service Contract with the option to extend two (2) additional years in one (1) year increments, for Used Tires and Rubber Scrap Removal and Disposal/Recycling Services to the sole bidder Texas Land Reclamation, LLC at the Unit Price of \$1,750 per 53-ft Trailer Load.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 05/30/2017

Omar Anzaldua

Approved - 05/30/2017

Karla Moya

Approved - 05/30/2017

Patricia Rigney

Approved - 05/31/2017

City Management Office

Final Approval - 06/01/2017

MEMORANDUM

DATE: May 22, 2017

TO: Omar Anzaldua, Director of Public Works

FROM: Rene Saenz, Assistant Public Works Director

SUBJECT: Used tire and rubber scrap removal contract

Omar,

Enclosed is the bid package for the disposal of scrap tires. Only one (1) company turned in a bid package which was UTW Tire Collection. The package was turned in on time and with all supporting documentation needed (insurance and permit copies) to facilitate the awarding of the contract.

BID Amounts:

UTW has turned in a three option bid proposal:

1. They will furnish a 53' Dry Trailer (which is what contract calls for) at \$1,750.00.
2. We can take our 53' Dry Trailer to them to be delivered at their Donna Texas location for \$1,600.00.
3. We can take a 30 yard container to their Donna Texas location (no Struck Load) for \$440.00

Staff is recommending option # 1.

OWNER: CITY OF PHARR

BID TABULATION NO.:

1617-01-517-DD34

PROJECT NAME:

Service Contract for Used Tires & Scrap Removal and Disposal/
Recycling Services

DATE:

May 11, 2017 @ 4:00pm

	NAME	DESCRIPTION	UNIT PRICE	TOTAL
1	Texas Land Reclamation			
2	also UTV Tire collection services			
3				
4				
5				
6				
7				
8				

Staff Present:

Inelda BARRERA
Veronica Gutierrez
Maria Rangel

Others Present:

Mary Dabo

Copy

BID NO: 1617-01-517-0034

TABLE OF CONTENTS
INFORMAL REQUEST FOR WRITTEN
PRICE QUOTATIONS
FOR THE SERVICE OF
**USED TIRES & RUBBER SCRAP REMOVAL &
DISPOSAL/RECYCLING SERVICES**

PAGE	1	LETTER TO RESPONDENTS
PAGE	2	NOTICES TO BIDDERS
PAGES	3-9	INSTRUCTIONS TO BIDDERS
PAGES	10-11	SPECIFICATIONS
PAGES	12-13	BID FORM
PAGES	14	GENERAL CONDITIONS OF AGREEMENT

15:31

RE: Bid Number: 1617-01-517-0034

Service Contract for Used Tires and Rubber Scrap Removal and Disposal/Recycling Services

Sir/Madam:

This letter serves to officially inform you that the City of Pharr, Public Works Department (Recycling Center) is inviting your company to participate in submitting sealed informal written quotations for the above referenced project.

Enclosed please find an Informal Request for a Written Price Quotation. Please note that the deadline for all proposals is **4:00 p.m. on Thursday, May 11, 2017.**

All proposals are to be addressed to **Juan Guerra, City Manager**, and turned in to City Clerk's Office on the 4th floor, 118 S. Cage, Pharr TX 78577.

We would like to take this opportunity to thank you for your interest in our great City of Pharr.

NOTICE TO BIDDERS

The City of Pharr will receive **SEALED BIDS** addressed to Juan Guerra, City Manager, and submitted to the City Clerk's Office located on the 4th floor, 118 S. Cage, Pharr TX 78577 until **4:00 p.m. on Thursday, May 11, 2017** for **Used Tires and Rubber Scrap Removal and Disposal/Recycling Services**. All submitted bids will be gathered and taken to the City Council Conference Room, 2nd floor to be publicly opened and read out loud. Any bid received after the closing time will not be accepted and returned to the bidder unopened. City of Pharr normal business days are Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and shall be closed on recognized holidays.

SERVICE CONTRACT FOR USED TIRES AND RUBBER SCRAP REMOVAL AND DISPOSAL / RECYCLING SERVICES

BID No. 1617-01-517-0034

Specifications, Proposal Forms and Contract Documents may be viewed at Pharr City Hall, City Clerk's Office located on the 4th floor, 118 South Cage, Pharr Texas, 78577 or may be obtained by interested parties at no cost. Questions concerning this bid may be directed to Rene Saenz, Public Works Interim Director, by calling (956) 402-4350 or via email rene.saenz@pharr-tx.gov.

The City of Pharr, Public Works Department (Recycling Center) reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid to be the best and most advantageous to the City, and hold the bids for a period of 60 days without taking action.

Hand-deliver Bids: 118 S. Cage, Pharr, TX, City Clerk's Office, City Hall 4th floor

If using Land Courier (i.e., FedEx, UPS): 118 S. Cage, Pharr TX 78577, City Clerk's Office

Mail Bids: 118 S. Cage, Pharr, TX 78577, City Clerk's Office

Bid proposals must be clearly marked on the envelope:

Bid: SERVICE CONTRACT FOR USED TIRES AND RUBBER SCRAP REMOVAL AND DISPOSAL / RECYCLING SERVICES

BID No. 1617-01-517-0034

City of Pharr, Public Works Department (Recycling Center)

INSTRUCTIONS TO BIDDER

DEVIATION FROM SPECIFICATION

Please read your specifications thoroughly and be sure that the service offered complies with all requirements. Any variation from the specifications must be clearly indicated on the item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted, and you are the successful bidder, it will be required that the service be provided as specified.

PURPOSE

(1) The purpose of these specifications and bidding documents is to award a Service Contract for the following: **USED TIRES & RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICES**

INTENT

(2) All specifications shown are at least bare minimum. There is no intention to disqualify any bidder who can meet these specifications.

SUBMITTAL OF INFORMAL WRITTEN PRICE QUOTATION

(3) Informal Written Price Quotations shall be submitted in sealed envelopes upon the blank form of proposal attached hereto. Each informal written price quotation must be completely filled out and submitted in DUPLICATE FORM (One (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**", complete with all supporting documentation). Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals which do not comply with these requirements may be rejected at the option of the City. Proposals must be filed with the City of Pharr, Public Works before opening day and hour.

Hand-deliver Bids: 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)
If using Land Courier (i.e., FedEx, UPS): 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)
Mail Bids: 118 S. Cage, Pharr, Texas 78577 (City Clerk's Office, 4th floor)

PREPARATION OF INFORMAL WRITTEN PRICE QUOTATION

(4) Informal Written Price Quotations MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing the bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

INSTRUCTIONS TO BIDDER (continued):

ALTERATIONS/AMENDMENTS TO PROPOSAL

(5) Informal written price quotations CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No informal written price quotation may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr, Public Works Department.

SALES TAX

(6) **STATE SALES TAX MUST NOT BE INCLUDED IN BID.**

SUBSTITUTIONS

(7) No substitutions or cancellations permitted without written approval of City of Pharr, Public Works Department.

NO BID RESPONSE

(8) If unable to submit a quote, bidder should return inquiry giving reasons. Failure to comply will obligate the City of Pharr, Public Works Department (Recycling Center) to remove non-responsive bidders from bidder's list.

SINGLE BID

(9) The City of Pharr, Public Works Department (Recycling Center) reserves the right to extend the due date, of any informal request(s) for price quotation(s), when a single bid/proposal is received or when in the best interest of the City of Pharr, Public Works Department (Recycling Center).

VARIATIONS

(10) Any additions, deletions, or variations from the following specifications must be noted. Any things not specifically mentioned which are necessary for the service to be complete or which is normally furnished as a standard shall be furnished by the successful bidder.

EXCEPTIONS

(11) The Bidder shall attach to his/her bid sheet a list of any exceptions to the specifications if unable to do so in bid form.

DELAY

(12) When delay can be foreseen, Bidder shall give prior notice to the City of Pharr, Public Works Department (Recycling Center). Bidder must keep City of Pharr, Public Works Department advised at all times of status of service. Default in promised time frame to have service completed (without acceptable reasons) or failure to meet specifications authorizes the City of Pharr, Public Works Department (Recycling Center) to request service elsewhere.

(12a) Acceptable reasons for delays are as follows: Act of God, (flood, tornadoes, hurricane, acts of government, (fire, strike, war), or actions beyond the control of the successful bidder.

CONTRACT TERM

(13) Contract will be for a period of one (1) year, commencing from date of award and ending one (1) year thereafter. The City reserves the option to extend this contract for two (2) additional years, in one (1) year increment, if the performance of the contractor is satisfactory and unit prices remain the same. During period of contract, prices on SERVICE remain firm.

INSTRUCTIONS TO BIDDER (continued):

TIME ALLOWED FOR ACTION TAKEN

(14) The City may hold informal written price quotation 60 days after deadline without taking action. Bidders are required to hold their informal written price quotation firm for same period of time.

RIGHT TO REJECT/AWARD

(15) The City of Pharr, Public Works Department (Recycling Center) reserves the right to reject any or all informal written price quotations, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Pharr, Public Works Department (Recycling Center).

ADDENDA

(16) Bidder shall carefully examine the bid forms, specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Director of Public Works (956-405-4350) and obtain clarification by addendum prior to submitting any bid. All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent(s) responsibility to ensure that addenda has been received. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Respondent(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Pharr, Public Works Department (Recycling Center) and as such are made part of the original bidding documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements.

PAYMENT

(17) The successful vendor shall invoice the City of Pharr, Public Works Department (Recycling Center) within 10 days of completing service request. It shall be the responsibility of the vendor to charge the correct and exact unit price per type of item picked up to the City of Pharr, Public Works Department (Recycling Center). The City of Pharr, Public Works Department (Recycling Center) will execute payment by mail in strict accordance with the State of Texas Pay Law after invoices have been received for deliveries made to the City of Pharr, Public Works Department (Recycling Center) in each thirty (30) day period. No other method of payment will be considered.

SYNONYM

(18) Where in this bid package SERVICE is used, its meaning shall refer to the picking up, at unit prices bid, of used tires and rubber scrap as stated in the specifications. For the purpose of clarity, the words, Bidder, Contractor and Vendor shall be synonymous.

VERBAL THREATS

(19) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with Vendor on contract.

INSTRUCTIONS TO BIDDER (continued):

RIGHT TO WAIVE

(20) The City of Pharr, Public Works Department (Recycling Center) reserves the right to waive or take exception to any part of these specifications when in the best interest of the City of Pharr.

SERVICE DELIVERY

(21) Number of days required to perform the required SERVICE after receiving order shall be no more than 48 hours.

FIRM UNIT PRICES

(22) Unit prices must be firm on deadline date and include any and all applicable pick up charges to all pick up points (applicable if more than one) within the City. Informal price quotations submitted on the basis of "prices in effect at time of pick up", will not be considered.

COSTS FOR PREPARATION OF INFORMAL WRITTEN PRICE QUOTATION

(23) The City of Pharr, Public Works Department (Recycling Center) shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

GEOGRAPHICAL LOCATION

(24) The geographical location(s) of bidder's facilities referenced Service will be a factor in the evaluation and award of bid.

MATHEMATICAL ERRORS

(25) In the event that mathematical errors exist in any proposal, unit prices/rates -v- totals, unit prices/rates will govern.

BUDGET

(26) For purposes of this project, award will be contingent on approval of budget.

ASSIGNMENT

(27) Neither the respondent nor payment due to an awarded respondent may be assigned to a third party without the written approval of the Purchasing and Contracting Department for the City of Pharr, Public Works Department (Recycling Center).

INTERPRETATIONS

(28) Any questions concerning the conditions and/or specifications with regards to this proposal solicitation shall be directed to the designated individuals as outlined in the Notice to Respondents. Such interpretations, which may affect the eventual outcome of this Proposal, shall be furnished in writing to all prospective Respondents. No interpretation shall be considered binding unless provided in writing by the City of Pharr, Public Works Department (Recycling Center) in accordance with paragraph (16).

BIDDER'S EMPLOYEES

(29) Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of vendor on contract.

INSTRUCTIONS TO BIDDER (continued):

OMISSIONS

(30) At the time of the opening of the informal written price quotation each bidder will be presumed to have read and to be thoroughly familiar with the requirements of the proposal. The failure or omission of any bidder to examine any form, instrument or contract document shall in no way relieve any bidder from any obligation in respect to their bid.

AWARD

(31) The City reserves the right to evaluate and award each item bid individually or in any combination thereof.

EVALUATION

(32) The City reserves the right to inspect bidder's facilities and equipment. These will be part of the factors considered in the evaluation of bids received.

SPECIAL CIRCUMSTANCES

(33) In the event that the City of Pharr, Public Works Department (Recycling Center) has an immediate need for service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery time frame as needed by the City of Pharr, Public Works Department (Recycling Center), reserves the right to obtain service of/purchase such item(s) elsewhere to fulfill its immediate need.

INDEMNIFICATION CLAUSE

(34) The contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of the contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against contractor or the City or to enlarge in any way the contractor's liability but is intended solely to provide for indemnification of the City from liability from damages or injuries to third persons or property arising from contractor's performance hereunder.

STATUTORY REQUIREMENTS

(35) It shall be the responsibility of the successful Respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (to include issues related to health, environmental, and safety to name a few)

INSTRUCTIONS TO BIDDER (continued):

PAYMENT IF CONTRACT IS TERMINATED

(36) The City of Pharr, Public Works Department (Recycle Center) reserves the right to terminate this contract in whole or in part, when in the opinion of the city, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department. Such action shall be by written notice, when it is in the City's interest. If this contract is terminated, the Recipient shall be entitled only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

COOPERATIVE PRICING

(37) Bidders are advised that in addition to responding to our "local" solicitation for bids/proposals with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on Buy Board, and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

HUB VENDOR(S) CERTIFICATION

(38) State Certified "**Vendor(s)**" are asked to provide a copy of their certification, if they have not previously done so (information to be faxed to the Purchasing & Contracting Department at (956) 702-5335).

CONFIDENTIAL INFORMATION

(39) Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

RIGHT TO AUDIT

(40) The City of Pharr, Public Works Department (Recycling Center) reserves the right to audit the bidder's books and records relating to the performance of this contract. The City of Pharr, Public Works Department (Recycling Center), at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

(41) Bidders are advised that past performance as it relates to product and/or service on Purchase/Service/Supply Contracts previously held with the City shall be a factor in the evaluation and award of this supply contract. The City's position on this matter shall be final.

INSTRUCTIONS TO BIDDER (continued):**JURISDICTION**

(42) Supply/Service/Purchase Contracts executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

(43) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(44) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Pharr, Public Works Department (Recycling Center) not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ goes to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

City of Pharr, Public Works Department (Recycling Center)
SPECIFICATIONS FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES

BID NO: 1617-01-517-0034

BID OPENING DATE:

Please read your specifications thoroughly and be sure that the SERVICE offered complies with all requirements. Any variations from the specifications must be clearly indicated on a cover letter attached to and made a part of your bid.

CONTRACTOR RESPONSIBILITIES:

Contractor shall be solely responsible and liable for the safety and well-being of personnel performing any duties under the term of this contract. All vehicles used in transportation of any material shall be equipped with features which prevent any debris from being strewn along any roadway while in transport.

Contractor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

Contractor shall be fully responsible for the proper and legal transportation, storage, and disposal of recycling of any material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Commission on Environmental Quality (TCEQ) regulations regarding municipal solid waste management.

If the City of Pharr, Public Works stock piles contain soil, lumber, rocks, concrete, or other waste material, the Contractor shall be responsible for removing and disposing of the used tires and rubber materials only.

CONTRACT DESCRIPTION: This contract shall be for the services of pick up and removal of used tires of assorted sizes and rubber scraps from assorted rubber products.

CONTRACT INSTRUCTIONS: This specification governs the pickup, removal, and disposition of used tires and other rubber items, including but not be limited to used tires, tire pieces, inner tubes, tube liners, flaps, fan belts, rubber hoses and similar materials accumulated at locations within the City limits and it's ETJ of the City of Pharr, Public Works (Recycling) Department.

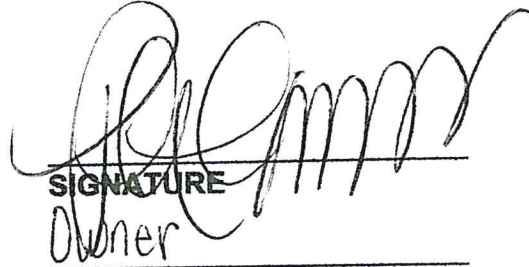
The City of Pharr, Public Works (Recycling) Department encourages the successful contractor to use any collected material as a rubber derived fuel or otherwise recycle the material for beneficial used to the maximum extent practicable.

**SPECIFICATIONS FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES (continued):**

TYPE OF CONTRACT: Firm Fixed Price

TERM OF CONTRACT: One (1) year from date of award, with the option to extend for two (2) additional years, in 1-year increments if the performance of successful contractor is satisfactory.

5/10/2017
DATE


SIGNATURE
Owner

TITLE
Texas Land Reclamation, LLC
dba UTW Tire Collection Services
COMPANY

City of Pharr, Public Works Department (Recycling Center)
BID FORM FOR THE PICK UP OF USED TIRES & RUBBER SCRAP
REMOVAL & DISPOSAL/RECYCLING SERVICES

BID NO.: 1617-01-517-0034

BID OPENING DATE:

I/We submit the following bid in **DUPLICATE FORM** for pick up of used tires and rubber scrap removal & disposal/recycling services according to City specifications, less State Sales Tax:

PER BULK LOAD (53' TRAILER LOAD) NOT BY POUND

Bidder Price Proposal Amount: \$ See Attachment (per 53' Trailer Load).

Comments: Our Bid Proposal options are attached

Specify Hours of Operation: Tuesday thru Thursday 8:00am-4pm

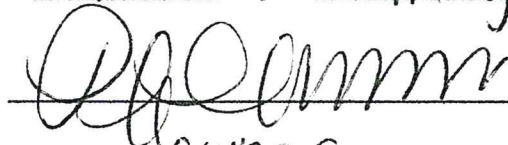
Is bidder able and willing to make pick-ups on weekends and/or holidays at contract unit prices? Yes ☐ No ☒

Please specify name of person(s) authorized to receive orders for pickups:

Penelope De la Garza

Respectfully submitted this 10th day of May, 2017.

SIGNATURE:


owner

TITLE:

TYPE/PRINT NAME:

Penelope De la Garza

COMPANY:

Texas Land Reclamation LLC dba
Utaw Tire Collection Services

ADDRESS:

P.O. Box 1236

Donna, TX 78537

(City, State, Zip Code)

TELEPHONE NO:

(956) 285-9608

FAX NO.:

- N/A -

EMAIL:

utawtire.pennie@gmail.com



TEXAS LAND RECLAMATION LLC
DBA UTW TIRE COLLECTION SERVICES
P.O. BOX 1236
DONNA, TX 78537
PHONE: 956-723-8484

BID Proposal Option:

Option 1:

We will furnish you with a 53' Dry Van Trailer to be loaded at your convenience for a rate of \$1,750.00 per trailer load. Price includes disposal of tires, trailer unit for your storage of scrap tires and round trip freight for trailer switch out. Additional trailer requests and extra trailer drop offs will be charged a trailer drop off fee of \$250.00 from our Valley facility and \$650.00 for trailers brought from our Laredo facility. Trailers may be filled with passenger, light truck, and semi-truck tires on or off the rim. There is a 2-tire limit on all OTR tires per trailer load. Additional OTR Tires will be billed at a by the tire pricing per tire size to cover the extra required processing.

Option2:

UTW may receive a 53' Dry Van trailer load of scrap tires from the City of Pharr at a rate of \$1,600.00 per trailer load, to be delivered by City of Pharr to out Donna Facility, at 3005 Val Verde Rd. Trailers may be filled with passenger, light truck, and semi-truck tires on or off the rim. There is a 2-tire limit on all OTR tires per trailer load. Additional OTR Tires will be billed at a by the tire pricing per tire size to cover the extra required processing.

Option 3:

UTW may receive scrap tires delivered at your convenience to our Donna Facility at the rate of \$440.00 per 30 cubic yard container load (Struck Load) or \$585.00 per 40 cubic yard container load (Struck Load). Containers may be filled with passenger, light truck, and semi-truck tires on or off the rim only.

An additional fee will apply to any container delivered to our Facility that is not a STRUCK LOAD.

The additional charge will range in price from \$ 75.00 to \$150.00. Price will be determined by the size of container and amount of overload.

*Attached is a picture of a STRUCK LOAD.

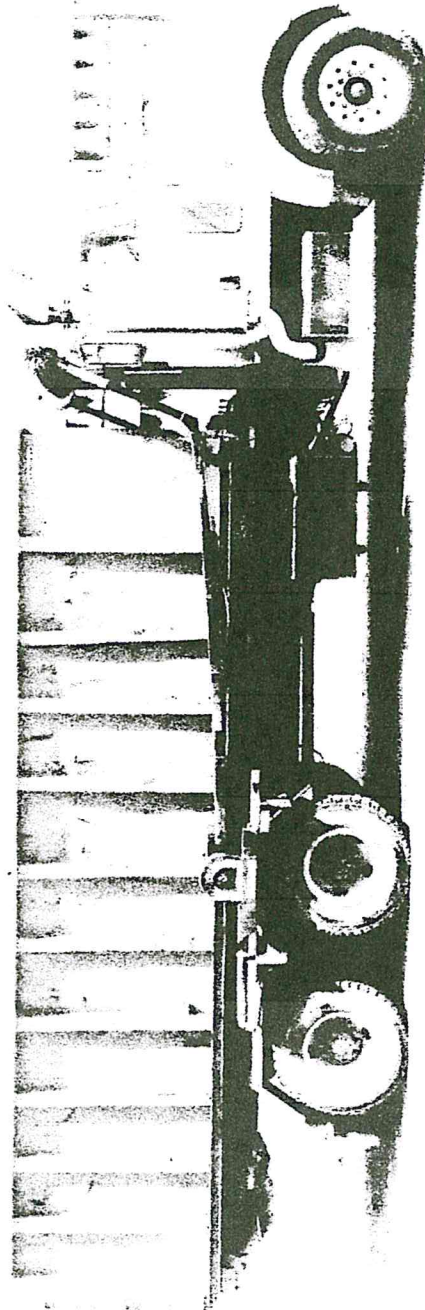
***We will provide an empty trailer for switch out within 24 to 48 business hours of your call for service.**

This quoted pricing for service shall remain the same for 6 months; beginning as of the proposal date unless diesel prices exceed \$3.00 per gallon. At that time, the City of Pharr will be presented a new proposal.

*Please call if you have any further questions regarding our tire collection services.

30 yard Container

Struck Load



**City of Pharr, Public Works Department (Recycling Center)
USED TIRE AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING
SERVICE CONTRACT GENERAL CONDITIONS AND AGREEMENT**

1. Contractor proposes and offers to provide the City of Pharr, Public Works Department (Recycling Center) with pick up service for all of the City's used tires and rubber scrap for a period of one (1) year, with the option to extend for two (2) additional years, in one (1) year increments, as noted in the "Specification", "Instructions to Bidder" and at unit prices as stated on "Bid Form".
2. Contractor agrees to meet and abide by all requirements as noted on the "Specifications", "Instructions to Bidder", and "Bid Form".
3. It shall be the responsibility of the contractor to meet all applicable federal and/or state laws and safety requirements while engaged in the delivery of service to the City of Pharr, Public Works Department (Recycling Center).
4. It shall be the responsibility of the Contractor to carry adequate Public Liability Insurance, Workers Compensation Insurance and all other types of insurance required by Federal and/or State law. Successful bidder shall furnish copy of insurance(s) to City.
5. Neither the Contractor nor his/her employees engaged in the pickup and transporting of used tires and rubber scrap shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the Contractor's personnel. The City shall have the right of inspection of any and all equipment used to carry out the required service at any time.
6. Contractor shall furnish the City of Pharr, Public Works Department (Recycling Center) with factual information referenced to existence of company and a list of Cities presently being serviced.
7. It shall be the responsibility of the Contractor to pay for any and all permits, licenses, and other associated costs necessary to provide this service to the City of Pharr, Public Works Department (Recycling Center).
8. The City of Pharr, Public Works Department (Recycling Center) reserves the right to terminate this contract when in the opinion of the City, the performance of the Contractor and/or service delivery is not acceptable to the City of Pharr, Public Works Department (Recycling Center). Such notice shall be in written form allowing a maximum of five (5) days to become effective.
9. This is a proposal and offer by Contractor to the City of Pharr, Public Works Department (Recycling Center) and shall not be binding upon the City unless accepted and signed by Mr. Juan Guerra, City Manager, and the City of Pharr.

City of Pharr, Public Works Department (Recycling Center) USED TIRE AND RUBBER SCRAP REMOVAL & DISPOSAL/RECYCLING SERVICE CONTRACT GENERAL CONDITIONS AND AGREEMENT (continued):

Accepted this 10th day of May, 2017.

Penelop De La Garza
VENDOR

City of Pharr
OWNER

Owner
TITLE
Texas Land Reclamation, LLC
dba UTW Tire Collection Services
COMPANY

Ambrosio Hernandez, Mayor

WITNESS

Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Municipal Solid Waste Non-Permitted ID Number R15106145972**

For: **UTW TRANSPORATION (RN106145972)**

0.5 MI NORTH OF US 83 OF FM 1423

ID Number Status: **ACTIVE**

Related Information:

Complaints

There is no information related to this ID Number in the following categories:

Commissioners' Actions
Correspondence Tracking
Effective Enforcement Orders
Criminal Convictions
Proposed Enforcement Orders
Discharges
Emergency Response Events
Emission Events
Fish Kills
Other Incidents
Investigations
Periodic Reports
ID Number Information

Central Registry Query - Regulated Entity Information

Regulated Entity Information

RN Number: RN106145972

Name: UTW TRANSPORTATION [View Prior Names](#)

Primary Business: SCRAP TIRE TRANSPORTER

Street Address: 3005 N VAL VERDE RD, DONNA TX 78537 5272

County: HIDALGO

Nearest City: DONNA

State: TX

Near ZIP Code: 78537

Physical Location: 0.5 MI NORTH OF US 83 OF FM 1423

Affiliated Customers - Current

Your Search Returned **2** Current Affiliation Records ([View Affiliation History](#))

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

1-2 of 2 Records

CN Number ▲	Customer Name	Customer Role(s)	Details
CN603855222	UTW TRANSPORTATION LLC	OWNER	
CN605285469	TEXAS LAND RECLMATION LLC	OWNER	

Industry Type Codes

Code	Classification	Name
4212	SIC	Local Trucking Without Storage

Permits, Registrations, or Other Authorizations

There are a total of **4** programs and IDs for this regulated entity. Click on a column name to change the sort order.

1-4 of 4 Records

Program ▲	ID Type	ID Number	ID Status
MUNICIPAL SOLID WASTE NON PERMITTED	ID NUMBER	R15106145972	ACTIVE
TIRES	REGISTRATION	6200716	ACTIVE
TIRES	REGISTRATION	6200716	ACTIVE
TIRES	REGISTRATION	6200742	ACTIVE

Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Tires Registration 6200716**

For: **UTW TRANSPORATION (RN106145972)**

0.5 MI NORTH OF US 83 OF FM 1423

Registration Status: **ACTIVE**

Held by: **UTW Transportation, LLC (CN603855222)** [View 'Issued To' History](#)

N/A Since 03/02/2016 [View Compliance History](#)

Mailing Address: Not on file

Investigations

Investigation Date	Investigation Type
06/05/2012	Compliance Investigation
08/23/2012	Compliance Invest File Review
05/31/2016	Compliance Investigation



TCEQ TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SITE SEARCH:

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[Agency Organization Map](#)

>> Questions or Comments:
oce@tceq.texas.gov

SITE NAVIGATION:

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- [Emergency Response](#)
- [Licensing](#)
- [Permits, Registrations](#)
- [Preventing Pollution](#)
- [Recycling](#)
- [Reporting](#)
- [Rules](#)

- [About TCEQ](#)
- [Contact Us](#)

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Complaint Investigation Details

Complaint Tracking #: [?](#) **233297**
Investigation #: [?](#) 1336910
Regulated Entity: [?](#) UTW TRANSPORATION
Regulated Entity #: [?](#) RN106145972
County: [?](#) HIDALGO

Street Address: [?](#) 3005 N VAL VERDE RD
City: [?](#) DONNA
Zip: [?](#) 78537

Date of Investigation: [?](#) 05/31/2016

Media: WASTE
Program: TIRES

Notice of Enforcement [?](#) **Date: 08/25/2016**

Violations:

Status	Date	Abbreviated Description	Regulation	Specific Citation
WITHDRAWN	10/31/16	Failure to obtain a scrap tire storage site registration. Specifically, the regulated entity failed to obtain a scrap tire storage site registration while storing more than 500 used/scrap tires on the ground and 2,000 tires in trailers. During the onsite investigation it was documented that the regulated entity maintained a pile of shredded/ quartered tires on the ground that measured 5 yards in height, 40 yards in width, and 65 yards in length for a total of 13,000 cubic yards.	30 TAC Chapter 328, SubChapter F	328.63 (b)(1)
WITHDRAWN	10/31/16	Failure to obtain a scrap tire storage site registration. Specifically, the regulated entity failed to obtain a scrap tire storage site registration while storing more than 500 used/scrap tires on the ground and 2,000 tires in trailers. During the onsite investigation it was documented that the regulated entity maintained a pile of shredded/ quartered tires	30 TAC Chapter 328, SubChapter F	328.63 (b)(2)

WITHDRAWN	10/31/16	on the ground that measured 5 yards in height, 40 yards in width, and 65 yards in length for a total of 13,000 cubic yards. Failure to obtain a scrap tire storage site registration. Specifically, the regulated entity failed to obtain a scrap tire storage site registration while storing more than 500 used/scrap tires on the ground and 2,000 tires in trailers. During the onsite investigation it was documented that the regulated entity maintained a pile of shredded/ quartered tires on the ground that measured 5 yards in height, 40 yards in width, and 65 yards in length for a total of 13,000 cubic yards. Caused, suffered, allowed, or permitted the unauthorized disposal of MSW, in violation of 30 TEX. ADMIN. CODE § 330.15 (a) and (c). Specifically, the Respondent allowed the disposal of approximately 481 cubic yards of shredded/quartered used or scrap tires, approximately 102 used or scrap truck tires, approximately 150 used or scrap tractor tires, and approximately 96 used or scrap equipment tires at the Facility. Caused, suffered, allowed, or permitted the unauthorized disposal of MSW, in violation of 30 TEX. ADMIN. CODE § 330.15 (a) and (c). Specifically, the Respondent allowed the disposal of approximately 481 cubic yards of shredded/quartered used or scrap tires, approximately 102 used or scrap truck tires, approximately 150 used or scrap tractor tires, and approximately 96 used or scrap equipment tires at the Facility. Failure to maintain all manifest, work orders, and invoices showing the collection and disposition of all used or scrap tires and tire pieces. Specifically, during the onsite investigation, the regulated entity failed to maintain manifest, work orders, and invoices showing the collection and disposition of all used or scrap tires and tire pieces.	30 TAC Chapter 328, SubChapter F	328.63 (b)
RESOLVED	10/31/16	of approximately 481 cubic yards of shredded/quartered used or scrap tires, approximately 102 used or scrap truck tires, approximately 150 used or scrap tractor tires, and approximately 96 used or scrap equipment tires at the Facility. Caused, suffered, allowed, or permitted the unauthorized disposal of MSW, in violation of 30 TEX. ADMIN. CODE § 330.15 (a) and (c). Specifically, the Respondent allowed the disposal of approximately 481 cubic yards of shredded/quartered used or scrap tires, approximately 102 used or scrap truck tires, approximately 150 used or scrap tractor tires, and approximately 96 used or scrap equipment tires at the Facility.	30 TAC Chapter 330, SubChapter A	330.15 (c)
RESOLVED	10/31/16	of approximately 481 cubic yards of shredded/quartered used or scrap tires, approximately 102 used or scrap truck tires, approximately 150 used or scrap tractor tires, and approximately 96 used or scrap equipment tires at the Facility. Failure to maintain all manifest, work orders, and invoices showing the collection and disposition of all used or scrap tires and tire pieces. Specifically, during the onsite investigation, the regulated entity failed to maintain manifest, work orders, and invoices showing the collection and disposition of all used or scrap tires and tire pieces.	30 TAC Chapter 330, SubChapter A	330.15 (a)
WITHDRAWN	10/31/16	Failure to monitor for vector control measures and apply appropriately when needed, but in no event less than every two weeks. Specifically, the tire facility (processor) failed to monitor for vectors and did not	30 TAC Chapter 328, SubChapter F	328.57 (d)
WITHDRAWN	10/31/16	Failure to monitor for vector control measures and apply appropriately when needed, but in no event less than every two weeks. Specifically, the tire facility (processor) failed to monitor for vectors and did not	30 TAC Chapter 328, SubChapter F	328.63 (d)(2)

		maintain a log or any other tracking mechanism or documents of vector control measures to document that this requirement was being met. Failed to identify any vehicle or trailer used to transport used or scrap tires or tire pieces on both sides and the rear of the vehicle, in violation of 30 TEX. ADMIN. CODE § 328.54(d). Specifically, trailers at the Facility used to transport tires were not identified with the name and place of business of the transporter and the Commission registration number.	
RESOLVED	10/31/16		30 TAC Chapter 328, SubChapter F 328.54 (d)

For more information on Enforcement Actions, search [Pending Enforcement Actions](#) using the Regulated Entity Number.

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TCEQ TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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Complaint Status

Complaint Tracking #: [?](#) **171598**

Complaint Received Date: 07/26/2012

Number Complaining: 1

Status: [?](#) CLOSED

Status Date: [?](#) 10/22/2012

Nature: [?](#) TIRES

Frequency: [?](#) CURRENT

Duration: [?](#)

Media: [?](#) WASTE

Program: [?](#) MUNICIPAL SOLID WASTE - HIGH LEVEL

Priority: [?](#) Within 30 Calendar Days

Effect: [?](#) ENVIRONMENTAL

Receiving Water Body: [?](#)

Regulated Entity: [?](#) UTW TRANSPORATION

County: [?](#) HIDALGO

Description:

THIS FACILITY IS REGISTERED AS A TIRE TRANSPORTER AND YET THEY ARE COLLECTING AND STORING TIRES ON THE GROUND MY UNDERSTANDING IS THAT TO TRANSPORT IS TO TRANSPORT ONLY NOT TO DUMP TIRES ON THE GROUND NOT TO ALLOW OTHERS TO DELIVER AND DUMP TIRES ON THE GROUND AT THIS LOCATION CURRENTLY AT THIS VERY MINUTE HIDALGO COUNTY HAS A TRUCK WITH A ROLLOFF CONTAINER DUMPING TIRES ON THE GROUND.

Comment:

It was determined that the facility referenced in the complaint was UTW Transportation, L.L.C., located on 3005 North Val Verde Road, Donna (Hidalgo County), Texas. An investigation at this facility was last performed by TCEQ Environmental Investigator Monica Galvan at UTW Transportation on June 5, 2012, in response to an anonymous complaint. Also present was TCEQ Environmental Investigator Esmeralda Rodriguez. This investigation, as with two previous investigations, resulted in general compliance of the rules and regulations set forth in Title 30 Texas Administrative Code (30 TAC) Chapter 328 Subchapter F (relating to Management of Used or Scrap Tires).

As per discussion with regional management, it was determined that this complaint would be addressed in a File Review Investigation.

On August 23, 2012, TCEQ Environmental Investigator Esmeralda Rodriguez initiated a File Review Investigation in response to CCEDS incident no. 171598. A review of local files indicated that the regulated entity was investigated as a result of anonymous complaints on June 5, 2012, July 7, 2011, and June 8, 2011 (CCEDS investigation nos. 1013665, 937267, and 153806, respectively). The regulated entity was found to be in compliance with the rules and regulations set forth in 30 TAC 328 Subchapter F.

No violations were alleged as a result of this investigation. A general compliance letter will be sent to UTW Transportation, L.L.C., c/o Mr. Servando de la Garza, PO Box 450682, Laredo, TX 78045. A letter to the complainant will not be sent as the complaint was made anonymously.

Action Taken:

THIS COMPLAINT HAS BEEN ASSIGNED TO ESMERALDA RODRIGUEZ TO BE INVESTIGATED.

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The list below is not sorted.

		Site Associated with This Customer			Compliance History for Customer at this Site (If no Site appears in the same row, this is the Customer's overall compliance history.)				
Customer	Name	City or Nearest City	County	TCEQ Region	Related Numbers	Rating	Classification	Date Rated	Date Posted
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200716	0		09/01/2012	
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ R15106145972	0	UNCLASSIFIED	09/01/2016	11/15/20:
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742 ▪ R15106145972 ▪ 6200716	0		09/01/2011	
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ R15106145972	0	UNCLASSIFIED	09/01/2015	11/15/20:
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ R15106145972	0	UNCLASSIFIED	09/01/2014	11/15/20:
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742	0	UNCLASSIFIED	09/01/2015	11/15/20:
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742	0	UNCLASSIFIED	09/01/2014	11/15/20:
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742	0		09/01/2012	
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200716	0	UNCLASSIFIED	09/01/2016	11/15/20:
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ R15106145972	0	UNCLASSIFIED	09/01/2015	11/15/20:
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200716	0		09/01/2013	
UTW TRNSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742 ▪ R15106145972	0		09/01/2014	
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200716	0	UNCLASSIFIED	09/01/2016	11/15/20:
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ R15106145972	0		09/01/2013	
UTW TRNSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200716	0		09/01/2014	
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742 ▪ 6200716	0	UNCLASSIFIED	09/01/2015	11/15/20:
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	▪ 6200742 ▪ 6200716	0	UNCLASSIFIED	09/01/2014	11/15/20:

UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	6200742 - R15106145972	0		09/01/2011	
UTW TRANSPORTATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	R15106145972	0	UNCLASSIFIED	09/01/2016	11/15/20:
TEXAS LAND RECLAMATION LLC	UTW TRANSPORATION	DONNA	HIDALGO	REGION 15 - HARLINGEN	6200742 6200716	0	UNCLASSIFIED	09/01/2015	11/15/20:

What's a "site"?

A "site" (sometimes called a "regulated entity") is any person or thing that is of environmental interest to the TCEQ. At a "site", one or more regulatory activities of interest to us occur or have occurred in the past. Some examples of sites are:

- Industrial plants, such as the Exxon Baytown Facility
- Small businesses, such as Texaco Gas Station #200 or Elroy's Dry Cleaning & Laundry
- Public facilities, such as the City of Austin's Hornsby Bend Wastewater Treatment Plant

What's a "customer"?

A "customer" owns, operates, is responsible for, or is affiliated with a regulated entity. Examples include:

- Major industrial corporations, such as Exxon USA, Exxon Inc, or Texaco Inc
- Small businesses, such as Karl Redmond dba Karl's Kleaners, which owns several dry-cleaner locations
- Governmental bodies, such as the City of Austin, the United States Air Force, or a municipal utility district
- Individuals, such as Karl A. Redmond, owner of Karl Redmond dba Karl's Kleaners

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Boyan W. Shaw, Ph.D., Chairman
Randy Garcia, Commissioner
Carmy Robinson, Commissioner
Jackie R. Wilson, Ph.D., Executive Director

Protecting Texas' Light and Air and Preserving the Environment

April 28, 2011

Mr. Servando De La Garza
UTW Transportation LLC
P.O. Box 450496
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
UTW Transportation LLC, 3005 N. Valverde Road, Donna, Hidalgo County, Texas
TCEQ Tire Registration ID Number 6200716

Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your **Tire Transporter Registration Application**. The application has been determined to be complete and approved for registration. Your Registration Identification Number is **6200716**, which should be used on all correspondence and documentation related to this registration. This registration authorizes you to transport used or scrap tires or tire pieces in the State of Texas. The registration will not expire and will remain valid as long as you file an annual report and adhere to the rules for scrap tire management.

Please be aware that the manner in which used or scrap tires are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding this registration or are unable to access our public web site, please feel free to contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,

Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/cah

cc: David Ramirez, Region Director, Harlingen Region Office

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 16, 2011

Mr. Servando De La Garza
UTW Tire Collection Services
P.O. Box 450696
Laredo, TX 78045

Re: Scrap Tire Management Registration Issuance for:
UTW Tire Collection Services, 3005 N. Val Verde Road, Donna, Hidalgo County, Texas
TCEQ Tire Registration ID Number 6200742

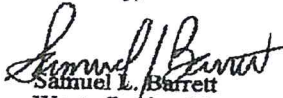
Dear Mr. De La Garza:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your **Scrap Tire Facility and Generator Registration Application**. The application was determined to be complete and has been approved for registration. Your Registration Identification Number is **6200742**, which should be used on all correspondence and documentation related to this registration. This registration allows you to process used or scrap tires or tire pieces as specified in your application and also identifies you as a generator. This registration allows you to store a maximum of 500 used or scrap tires (or the equivalent in tire pieces) on the ground or 2,000 used or scrap tires (or the equivalent in tire pieces) in totally enclosed lockable containers. This registration is issued for an indefinite period and will remain valid as long as you file an annual report as applicable and adhere to the rules for scrap tire management.

Please be aware that the manner in which used or scrap tires and tire pieces are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for the management of used or scrap tires can be obtained on our public web site located at www.tceq.state.tx.us. By registering you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding registration requirements, please contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,


Samuel L. Barrett
Waste Section Manager
DFW Region Office

SLB/cah

cc: The Honorable Ramon Garcia, Hidalgo County Judge, P.O. Box 1356, Edinburg, TX 78540
Jaime A. Garza, Air/Waste/Water Section Manager, TCEQ, Midland Region Office

REPLY TO: REGION 4-DALLAS/FORT WORTH • 2309 GRAVEL DR. • FORT WORTH, TEXAS 76118-6951 • 817-588-5800 • FAX 817-588-5700

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • Internet address: www.tceq.state.tx.us

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CERTIFICATE OF LIABILITY INSURANCE

UTWTI-1

OP ID: DG

DATE(MM/DD/YYYY)

08/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SM Insurers
SM Insurers Svcs of So Texas
P. O. Box 1478
Rockport, TX 78381
Glass Sorenson & McDavid Inc

CONTACT NAME: John McDavid/Steve Trautmann
PHONE (A/C, No, Ext): 361-729-5414
E-MAIL: steve@srtrautmanninsurance.com
FAX (A/C, No): 361-729-3817

INSURED
UTW Tire Collection Services
Texas Land Reclamation, LLC db
PO Box 1236
Donna, TX 78537

INSURER(S) AFFORDING COVERAGE
INSURER A: Nautilus Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		INSR WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY		BN962349	07/16/2016	07/16/2017	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	OCCUR				PROPERTY DAMAGE (PER ACCIDENT) \$
	EXCESS LIAB	CLAIMS-MADE				
	DED RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Glass Sorenson & McDavid Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ball Insurance Agency 514 E Van Buren Ave Harlingen TX 78550		CONTACT NAME: Danny Longoria PHONE (A/C No. Ext): (956) 428-4031 E-MAIL ADDRESS: danny@ballrgv.com FAX (A/C No): (956) 412-7010	
INSURED Texas Land Reclamation LLC dba UTW Tire Collection Services PO Box 450692 Laredo TX 78045-0016		INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A Y SBP-0001266490	03/18/2017	03/18/2018	☒ PER STATUTE ☐ OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Daniel C Longoria



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Ruby Kemp
Agents Alliance Services, Ltd	PHONE (A/C, No, Ext): (325) 695-9999
Takoda Insurance Services, LLC	FAX (A/C, No): (325) 695-9998
4400 Buffalo Gap Rd, Ste 2600	E-MAIL ADDRESS: rubykemp@TaKodainsurance.com
Abilene TX 79606	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Hallmark Specialty Inc. Co.
UTW Transportation, LLC	INSURER B:
P. O. Box 126	INSURER C:
Donna TX 78537	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 16.17 10 day NOC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
A	AUTOMOBILE LIABILITY		A42510166-00	7/24/2016	7/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	X SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	X HIRED AUTOS	X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					PIP-Basic \$ 25,000
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTION S					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Auto Liability coverage includes a specific Additional Insured endorsement for the Hidalgo County, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brendan Messenger/RJK

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on award of contract for the Jackson Rd. and Cage Blvd. Raised Medians Construction Project Bid No. (1617-01-528-0027).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Project consists of the construction of raised medians along Jacksons Rd. near IH 2 and Cage Blvd just south of Business 83 to improve traffic flow.

On May 25, 2017, formal bids were opened with three (3) respondents to the solicitation. The bids received ranged from \$247,935.30 to \$342,658.00.

Financial Consideration: Bid is in the amount of \$297,844.50

Staff Recommendation: Staff recommends award of contract for the Jackson Rd. and Cage Blvd. Raised Medians Construction Project to the lowest responsive and responsible bidder, IOC Companany LLC in the amount of \$297,844.50

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 06/01/2017

Omar Anzaldua

Approved - 06/01/2017

Karla Moya

Approved - 06/01/2017

Patricia Rigney

Approved - 06/01/2017

City Management Office

Final Approval - 06/01/2017

May 30, 2017

Omar Anzaldua Jr., PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

RE: Jackson Road & Cage Blvd Raised Medians Construction Project
Bid No: 1617-01-528-0027

Dear Mr. Anzaldua:

On Thursday, May 25, 2017, at 4:00 p.m. in the Pharr City Hall, bids were opened and read aloud for the above captioned project. Three (3) bids were received for this project. The low responsive base bid was for **\$297,844.50** from **IOC Company, LLC** from Edinburg, Texas.

Enclosed is a copy of the Bid Tabulation Form, the Bid Submittal packages received which include the Contractors bids and the Bidder's Qualifications Forms. We have reviewed the bids submitted and the bidder's qualifications provided in the bid submittal package by the lowest responsive bidder. We are recommending award of the contract bid to the lowest responsive bidder being **IOC Company, LLC** from Edinburg, Texas, in the amount of **\$297,844.50**.

Please note, there was one bid received from Filegonia Site Contractors, LLC, out of Monte Alto, Texas for \$247,935.30. This bid is \$49,909.20 lower than the recommended "low responsive bidder". We are not recommending this company because they do not list any highway projects in their "bidder's qualifications" form. They listed 3 subdivision projects where they worked on storm sewer pipe, utilities, construction of asphalt pavements, curb & gutter, sidewalks, and demolition of concrete. They also listed 5 site development type projects where the work consisted of building pad preparation, clearing and grubbing, excavation, subgrade and flexible base preparation, asphalt hot mix, curb & gutter, sidewalks, concrete foundations, and concrete paving. These projects were not constructed under heavy traffic conditions.

This project consists of constructing raised concrete medians in the middle of heavily travelled highways. A major part of the project will be handling the traffic in these congested areas. The recommended bidder, IOC Company, LLC, has a vast amount of experience constructing highways for the Texas Department of Transportation and has the unquestionable ability of working in these conditions. This contractor listed 6 projects done for TxDOT including one on US 83 and one on North 10th Street. These projects were constructed under high traffic volumes and high-speed conditions. This contractor should also be able to get in and out of the project in much less time, thereby reducing the amount of disturbance to traffic on these sections of road.

If you wish to discuss this project, please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ramiro" followed by a stylized monogram or set of initials.

Ramiro Gutierrez, P.E.
President

Encl

cc: Project Files

BID TABULATION

City of Pharr - Jackson Road & Cage Blvd Raised Medians

BID OPENING DATE: May 25, 2017
TIME: 4:00 PM
LOCATION: City of Pharr City Hall - 2nd Floor

Item Number	Estimated Quantity	Unit	Item Description	Artillery, LLC		Filegonia Site Contractors, LLC		IOC Company, LLC		Engineer's Estimate	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
110	107.00	CY	EXCAVATION (ROADWAY)	100.00	\$10,700.00	12.10	\$1,294.70	60.00	\$6,420.00	10.00	\$1,070.00
132	14.00	CY	EMBANKMENT (FINAL) (ORD COMP) (TY A)	150.00	\$2,100.00	21.00	\$294.00	50.00	\$700.00	15.00	\$210.00
160	37.00	CY	FURNISH & PLACE TOPSOIL	100.00	\$3,700.00	61.70	\$2,282.90	75.00	\$2,775.00	60.00	\$2,220.00
164	224.00	SY	CELL FIBER MULCH SEED (PERM)(URBAN)(CLAY)	10.00	\$2,240.00	4.10	\$918.40	1.50	\$336.00	2.00	\$448.00
247	45.00	CY	FLEXIBLE BASE (CMP IN PLC)(TY E GR 4)(FNAL POS)	100.00	\$4,500.00	41.00	\$1,845.00	110.00	\$4,950.00	32.00	\$1,440.00
275	135.00	SY	CEMENT TRT (EXST MATL & NEW BASE) (12")	100.00	\$13,500.00	15.00	\$2,025.00	40.00	\$5,400.00	10.00	\$1,350.00
275	1.50	TON	CEMENT	1,000.00	\$1,500.00	235.00	\$352.50	275.00	\$412.50	250.00	\$375.00
340	726.00	TON	D-GR HMA((SQ) TY-D SAC-A PG76-22	155.00	\$112,530.00	126.00	\$91,476.00	125.00	\$90,750.00	160.00	\$116,160.00
354	491.00	SY	PLANE ASPH CONC PAV (1 1/2")	20.00	\$9,820.00	10.95	\$5,376.45	9.25	\$4,541.75	3.00	\$1,473.00
354	1,693.00	SY	PLANE ASPH CONC PAV (0" TO 1 1/2")	15.00	\$25,395.00	10.95	\$18,538.35	3.25	\$5,502.25	2.50	\$4,232.50
360	95.00	SY	CONC PVMT (JOINTED - CPCD) (12")	90.00	\$8,550.00	117.00	\$11,115.00	180.00	\$17,100.00	90.00	\$8,550.00
464	6.00	LF	RC PIPE (CL III) (18 IN) (SPL)	200.00	\$1,200.00	360.00	\$2,160.00	280.00	\$1,680.00	50.00	\$300.00
465	1.00	EA	INLET (COMPL)(PCO)(3FT X 5FT)	4,000.00	\$4,000.00	3,525.00	\$3,525.00	4,250.00	\$4,250.00	4,500.00	\$4,500.00
502	2.00	MO	BARRICADES, SIGNS, & TRAFFIC HANDLING	15,000.00	\$30,000.00	9,500.00	\$19,000.00	8,000.00	\$16,000.00	6,000.00	\$12,000.00
506	310.00	LF	BIODEG EROSN CONT LOGS (INSTL)(12")	10.00	\$3,100.00	5.50	\$1,705.00	4.00	\$1,240.00	5.00	\$1,550.00
506	310.00	LF	BIODEG EROSN CONT LOGS (REMOVE)	5.00	\$1,550.00	1.35	\$418.50	2.00	\$620.00	1.00	\$310.00
528	267.00	SY	LANDSCAPE PAVERS	72.00	\$19,224.00	79.00	\$21,093.00	250.00	\$66,750.00	60.00	\$16,020.00
529	1,561.00	LF	CONC CURB (TY A) (BARRIER)	20.00	\$31,220.00	10.40	\$16,234.40	12.00	\$18,732.00	16.00	\$24,976.00
529	504.00	LF	CONC CURB (TY C) (BARRIER)	25.00	\$12,600.00	12.60	\$6,350.40	15.00	\$7,560.00	20.00	\$10,080.00
529	181.00	LF	CONC CURB & GUTTER (TY II)	20.00	\$3,620.00	12.85	\$2,325.85	36.00	\$6,516.00	30.00	\$5,430.00
531	1.00	EA	CURB RAMPS (TY 2)	1,500.00	\$1,500.00	1,360.00	\$1,360.00	1,700.00	\$1,700.00	1,500.00	\$1,500.00
531	1.00	EA	CURB RAMPS (TY 11)	1,500.00	\$1,500.00	1,200.00	\$1,200.00	1,700.00	\$1,700.00	1,800.00	\$1,800.00
636	2.00	EA	ALUMINUM SIGNS (TY A)	1,000.00	\$2,000.00	875.00	\$1,750.00	55.00	\$110.00	280.00	\$560.00
644	2.00	EA	INSTALL SM RDSO SGN ASSEM TY S80(1)xx(U-1 Ext)	1,000.00	\$2,000.00	875.00	\$1,750.00	150.00	\$300.00	600.00	\$1,200.00
644	1.00	EA	INSTALL SM RDSO SGN ASSEM TY S80(1)xx(U-2 Ext)	1,000.00	\$1,000.00	875.00	\$875.00	150.00	\$150.00	750.00	\$750.00
662	42.00	EA	WORK ZONE PAV MRK SHORT TERM (TAB) (TY W)	50.00	\$2,100.00	1.90	\$79.80	1.00	\$42.00	1.00	\$42.00
666	340.00	LF	REFL PAV MRK TY I (W) 4" (BKN)(100 MIL)	1.50	\$510.00	1.25	\$425.00	1.25	\$425.00	0.60	\$204.00
666	840.00	LF	REFL PAV MRK TY I (W) 4" (SLD)(100 MIL)	1.50	\$1,260.00	1.25	\$1,050.00	1.25	\$1,050.00	0.60	\$504.00
666	1,752.00	LF	REFL PAV MRK TY I (W) 8" (SLD)(100 MIL)	2.50	\$4,380.00	2.50	\$4,380.00	2.50	\$4,380.00	3.00	\$5,256.00
666	877.00	LF	REFL PAV MRK TY I (W) 12" (SLD)(100 MIL)	4.00	\$3,508.00	3.75	\$3,288.75	3.50	\$3,069.50	5.00	\$4,385.00
666	259.00	LF	REFL PAV MRK TY I (W) 24" (SLD)(100 MIL)	7.00	\$1,813.00	7.50	\$1,942.50	6.50	\$1,683.50	10.00	\$2,590.00
666	1,577.00	LF	REFL PAV MRK TY I (Y) 4" (SLD)(100 MIL)	1.00	\$1,577.00	1.10	\$1,734.70	1.00	\$1,577.00	0.60	\$946.20
666	238.00	LF	REFL PAV MRK TY I (Y) 8" (SLD)(100 MIL)	3.00	\$714.00	2.50	\$595.00	2.25	\$535.50	3.00	\$714.00
668	7.00	EA	PREFAB PAV MRK TY C (W) (ARROW)	300.00	\$2,100.00	313.50	\$2,194.50	300.00	\$2,100.00	200.00	\$1,400.00
668	1.00	EA	PREFAB PAV MRK TY C (W) (U-TURN)	500.00	\$500.00	500.00	\$500.00	450.00	\$450.00	350.00	\$350.00
668	7.00	EA	PREFAB PAV MRK TY C (W) (WORD)	500.00	\$3,500.00	500.00	\$3,500.00	450.00	\$3,150.00	250.00	\$1,750.00
668	4.00	EA	PREFAB PAV MRK TY C (W) (RR XING)	700.00	\$2,800.00	815.00	\$3,260.00	700.00	\$2,800.00	650.00	\$2,600.00
672	121.00	EA	REFL PAV MRKR TY II C-R	7.00	\$847.00	7.60	\$919.60	6.50	\$786.50	4.50	\$544.50
688	800.00	LF	VEHICLE LOOP DETECTOR (SAW-CUT)	10.00	\$8,000.00	11.00	\$8,800.00	12.00	\$9,600.00	20.00	\$16,000.00
HUTTO ROAD SUBMITTED AMOUNTS (TABULATED)				\$342,658.00		\$247,935.30		\$297,844.50		\$255,790.20	
						LOW BID		RECOMMENDED FOR AWARD			

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

IOC Company, LLC

9312 E. Curve Street

Edinburg, TX 78542

OWNER:

(Name, legal status and address)

The City of Pharr

118 South Cage, Pharr, TX 78577

BOND AMOUNT: Five Percent of the Greatest Amount Bid 5% G.A.B.

PROJECT:

(Name, location or address, and Project number, if any)

Jackson Road and Cage Blvd Raised Medians

Project Number, if any:

N/A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of May

2017

(Witness)

(Witness)

John McMichael

IOC Company, LLC

(Principal)

(Title)

Allied World Insurance Company

(Surety)

(Title)

Brock Baldwin

Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

**P.O. Box 149104
Austin, Texas 78714-9104
Fax No. (512) 475-1771**

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code

These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.



ALLIED WORLD INSURANCE COMPANY
30 S. 17th St, Suite 1600
Philadelphia, PA 19103
USA

POWER OF ATTORNEY

Issue Date: February 15, 2017

No. 27949-A1629

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

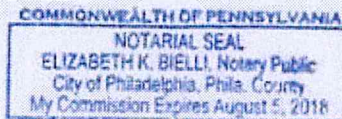
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):	Brady K. Cox	Darrell Blaine Allen William D. Baldwin
	Brock Baldwin	Brent Baldwin
FIRM:	Baldwin-Cox Agency, LLC 5930 Preston View Boulevard #200 Dallas, TX 75240	

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 15th day of February, 2017



Name: Robert E. Staples
Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia)ss.

On this 15th day of February, 2017, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Notary
My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Daniel Zharkovsky, Secretary of the ALLEID WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 25th day of May, 2017

Daniel Zharkovsky, AVP, Assistant General Counsel

SECTION 00180

BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

This section contains the bidder's qualifications for the project.

1.2 REFERENCES – Not Used

1.3 DEFINITIONS – Section 00700

1.4 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources and access to the equipment necessary for performing the project work. In addition it is required that a minimum of 60% of the project be completed by the bidders' own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work experience.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.5 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

- A. Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.6 STATEMENT OF QUALIFICATIONS FORM.

Date: 05/25, 2017

Proposal of IOC COMPANY (hereinafter called "Bidder")
a LLC (Corporation, Partnership, LLC, LLP, etc.) organized and existing under the laws of the State of Texas.

To the City of Pharr (hereinafter called "Owner").

Gentlemen:

The Bidder is in compliance with the Bidder's Qualifications Section(s) of the specifications for the JACKSON ROAD AND CAGE BOULEVARD RAISED MEDIANS CONSTRUCTION PROJECT, having examined the specifications with related documents and the site of the proposed work, and is familiar with all of the conditions surrounding the construction of the proposed project, hereby submits the following:

STATEMENT OF QUALIFICATIONS:

- A. Years of experience in similar type of projects: *11 years*
- B. Work on similar type projects: Provide a minimum of four (4) similar type projects with the following information: Project Name, Location, Construction Cost, Reference Name and Phone Number. *(see attached)*
- C. Name of full time superintendent and experience resume: *SKY CUMMINGS (see attached)*
- D. Number of employees of the bidder that will be working on the project: *15*
- E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience. The subcontractors shall have a minimum of three (3) years of experience. *VALLEY STRIPING CORP*
1616 E GRIFFIN PKWY #143 MISSION TX
PHONE: 956-432.2444 78572
- F. Provide information of available equipment: *(SEE ATTACHED)*
- PART 2 PRODUCTS - Not Used
- PART 3 EXECUTION - Not Used

END OF SECTION



**CITY OF PHARR
JACKSON RD AND CAGE BOULEVARD RAISED MEDIANS
MAY 2017**

SIMILAR PROJECTS

ITEM	PROJECT	CLIENT NAME	CONTRACT AMOUNT (\$)	CONTACT PERSON	TELEPHONE
1	Donna High School	Skanska USA	6,070,377	Josue Reyes	956-514-0967
2	Rio Grande High School	Skanska USA	3,125,207	Josue Reyes	956-514-0967
3	UTPA West Parking Lot	UTPA	1,175,332	George Garza	956-219-3739
4	McAllen International Airport	City of McAllen	672,770	Jeremy Santoscoy	956-681-1500
5	Sam Houston STP 2012 (540) MM	TXDOT	2,406,388	Juan Sustaita	956-702-6250
6	US 83 CSJ# 0039-17-163	TXDOT	1,766,031	Juan Sustaita	956-702-6250
7	FM 494 STP 2013 (897) MM	TXDOT	787,777	Juan Sustaita	956-702-6250
8	FM 2480 STP 2012 (644)	TXDOT	2,868,112	David Vera	956-399-5102
9	SH 100 overlay STP 1502 (467)	TXDOT	1,139,116	David Vera	956-399-5102
10	US 83 INSPIRATION	JD ABRAMS	14,189,466	Pat Chasiri	713-734.6499
11	Sh 336n 10 th STREET	TXDOT	1,883,323	Jose Escanane	956-702-6100

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of letters and a flourish.

Sky F. Cummings

956.878.2222 | scummings@ioccompany.com | 1705 Pebble Drive Mission, Texas 78574

SUMMARY OF QUALIFICATIONS

Proactive, performance-driven Project Manager Professional with 10+ years progressive expertise in maintaining the balance of budget, time, and scope of work, to produce a quality product and meet owners' expectations.

CORE COMPETENCIES

- Track project costs and make adjustments to stay within budgets and objectives
- Monitor critical activities and document delays to accomplish on-time project completion
- Manage contracts and track vendor invoices to administer timely material procurements
- Anticipate and identify potential risks while in the planning phase in order to reduce and or illiminate impacts

WORK EXPERIENCE

IOC Company, LLC Edinburg, Texas – Heavy Civil Construction

2012 to Present

Project Manager / Estimator

- Utilize HCSS Heavy Job reports to track daily production and to issue monthly invoices on \$50 million project portfolio
- Plan, schedule, monitor and compare actual project performance versus planned baseline on multiple projects using Primavera P6
- Justified additional time requirements on projects due to items out of our contracted scope in turn saving our company \$350k of liquidated damages fees
- Analyze company historical data and review resource libraries using HCSS Heavy Bid to efficiently estimate projects
- Implemented companywide roll out of PlanGrid Application software to increase efficiency of communication from office to field Utilized software to better document item completion, RFIs, and project opportunities
- Support company safety culture and risk management by participating in daily, weekly and monthly meetings and utilizing safety in all decisions and daily operations

Twin Enterprises, LLC Pharr, Texas– Residential & Commercial Construction

2004 to 2013

Managing Member

- Completed multi-million dollar medical and financial facilities from planning stage to grand opening (Oral & Maxillofacial Surgery, Smile Station Pediatric Dentistry, Capitol Farm Credit Bank)
- Produced and closed residential properties ranging from \$100,000 to \$500,000
- Created and monitored budgets to ensure projects met profit goals
- Oversaw and managed all business operations, including hiring, bidding, negotiating contracts, obtaining loans, change orders, and sales
- Communicated project performance and goals to stakeholders

EDUCATION / TRAINING

- University of Texas at San Antonio – 2002 Bachelor of Business Administration, Management with a Concentration in Entrepreneurship and Small Business
- HCSS Innovative Software UGM2015 Heavy Job Training Certification (1/28/15)
- Primavera P6 Professional R8.3 Fundamentals & Advanced Courses (10/31/14)
- OSHA 29 CFR 1926 10-Hour Construction Certification (6/1/13)
- Lime Association of Texas - Creating Value in Texas Construction Using Lime Workshop (7/16/14)
- FAA & Asphalt Institute - Airport Pavement Technical Workshop (11/4/14)
- TEEEX Work Zone Traffic Control (3/25/14)

COMPUTER SKILLS

- HCSS Heavy Job V2015 & HCSS Heavy Bid V2014
- Oracle Primavera P6 Enterprise Project Portfolio Management (EPPM) R8.3
- PlanGrid Version 3.7.2 Construction Application Software
- Microsoft Office Professional – Word, PowerPoint, Excel, Outlook



Ruben N. Vega

Brownsville, Texas | 956.443.1722 | r_n_vega@yahoo.com | linkedin.com/in/rubenvega1 | Skype: ruben_n_vega

SUMMARY OF QUALIFICATIONS

A Senior Level Human Resources Professional with a 15 year track record of successfully incorporating HR and Administrative initiatives that will align to business objectives to include cost reductions, continuous improvement methods, increased efficiencies and consistent success in building performance based teams that can meet company needs and adapt to business trends.

CORE COMPETENCIES

- Recruitment and On-boarding, Team Building, Labor Relations, Workforce Productivity Analysis,
- Strategic Planning, Talent and Performance Management, Leadership Development, Succession Planning
- Organizational Restructuring, Change Leadership, Conflict Resolution, Investigations, Coach and Counsel
- Policy Development, Safety, Security, Risk Management and Regulatory Compliance

WORK EXPERIENCE

ESCO Marine, Inc. Port of Brownsville, Texas
Director, Human Resources

10/2013 to 2/2015
(Company Shutdown)

- Introduced Major Medical plan in 2013, restructured to self funded in 2014 resulting in a monthly cost savings of \$50K, annual projection \$600K.
- Successfully reduced overtime from 14.7% to 1.1 % with a cost savings of \$130K in the first 6 months of employment.
- Used state grants to establish a training center and in-house skill development program cutting our training cost by 40%.
- Developed an on-boarding processes and teamed up with local workforce centers, colleges and universities to hire talent and successfully retain
- Achieved a positive rapport with employees thru team building efforts and lowered turnover rate from 16.5 to 7.2 percent in the first year.
- Successfully completed the due diligence process during the acquisition of a competitor, 2014
- Obtained a "Confidential Clearance" and successfully completed Personal Identifiable Information (PII) Training required by Govt. Project

UTI Integrated Logistics, Los Indios, Texas
Manager, Human Resources

10/2007 to 10/2013

- Supported 3 site in Texas and conducted Harassment and Union Awareness Training throughout the US
- Conducted open enrollment and online sessions for benefits and responsible for all FMLA and ADA claims / compliance.
- Responsible for payroll, compensation, performance evaluations, and wage leveling projects / reviews
- Successfully negotiated pay increases for EE's with client and achieved approval thru continuous improvement / cost reduction initiatives
- Introduced on-boarding processes including new hire orientation for HR, Safety, Security, Risk Management, Operations and Quality
- Achieved over 1400 days without an OSHA recordable incident, maintained a 2% turnover rate, developed cost savings initiatives that produced a 1.4 million dollars saving (2010 vs. 2009) and received a 5 Star Site Certification in 2012 among the 175 sites audited worldwide.

United Blood Services, McAllen, Texas
Generalist, Human Resources / Safety Officer

1/2007 to 10/2007

- Supported all HR and Safety Initiatives to include facility compliance for 2 locations (Brownsville and McAllen, Texas)
- Conducted management development training to include: employee relations, organizational planning, and disciplinary process
- Managed the safety program, trainings, investigations, audits inspections, workers comp claims and return to work programs (2 locations)

Project Based / Human Resources, RGV
Human Resources Services

6/2006 to 1/2007

- Implemented the following processes: on-boarding, skill level pay plans, performance evaluation, policy manual, handbook, and a safety program
- Conducted management training on: labor laws, wage & hour, harassment, EE coaching and assisted with facility certifications and projects

Keppel AmFELS Inc., Brownsville, Texas
Asst. Manager, Human Resources

6/1998 to 6/2006

- Performed recruitment sessions, H-1, 2B visas projects, updated policy manual, introduced EE handbook, on-boarding and benefits orientation
- Developed skill level exams, pay scales and responsible for all skill level evaluations, promotions and compensation changes
- Worked with local university to obtained a \$350K Skill Development Grant – TWC / UTB – in 2004 and established a welder training program
- Implemented an Electronic Time Keeping System where 1200 employees clocked in and out within a 10 minute window
- Worked closely with our production department on manpower projections and contingent labor companies to fill labor requirements

EDUCATION / TRAINING

- 1997 Bachelors in Business Administration, Management – University of Texas at Brownsville
- 2006 Professional Human Resources Management Training (PHRM) Texas A&M Corpus Christy

COMPUTER SKILLS

- Microsoft Office Suite, Multiple HRIS Systems, Multiple Time Keeping Systems, E-Verify and Background Check Systems, Scanners and Projectors

OTHER ACCOMPLISHMENTS

- President -Brownsville Area Manufacturing Association (BAMA) 2003 - 2004
- Executive Board Member, Boys and Girls Club, Brownsville 2004 - 2005
- Achieved a 5 Star Certification (1 of 4 sites out of 175 locations worldwide) 2012
- Employer of Excellence Award - Texas Workforce Commission 2014

OSCAR CUELLAR

5121 N. 1st Street • McAllen, TX 78504 • (956) 339-6220 •

OBJECTIVE

To build a successful business in the construction industry resourcefully utilizing my personal work experience, knowledge, skill and education to provide owners with and a high quality end product at a competitive price.

EDUCATION

05/00 Texas A & M University College Station, TX
▪ Bachelor of Science in Civil Engineering

CERTIFICATIONS

▪ Licensed and Registered Professional Engineer (PE), 2013

EXPERIENCE

09/07-Present Terra Firma Materials, LLC Edinburg, TX
Managing Member

▪ Manage, plan, direct and coordinate the work activities and resources necessary for manufacturing hot mix asphalt and aggregate products in accordance with cost, quality and quantity specifications

09/05-Present IOC Company, LLC Edinburg, TX
Managing Member

▪ Oversee all aspects of the business: Project management, Estimating, Financial, and surveying.
▪ Completed over 200 projects with a total value of \$115,000,000.00

03/03- 09/05 Williams Brothers Construction Co. Inc. Harlingen, TX
Project Engineer

▪ Support Area Manager in daily construction operations and affectively allocate resources on four TxDOT projects with a total contract value of \$290,700,000.
▪ Coordinate sequence of work, quantities, production, and material ordering with 12 field superintendents.
▪ Designed various structure form work and submitted to Professional Engineer for review and approval.
▪ Involved in all negotiations with TxDOT: change orders, submittals, issue resolution, scheduling, planning, and execution of work.
▪ Completely scheduled a multi-phased expressway project on Primavera P3 with a contract value of \$74,461,000.
▪ Represented Williams Brothers Construction on various civil cases or incidents in the Valley, and was the designated contact person for OSHA's Compliance Officer.

05/02- 03/03 Valley Prestress Products Inc (Subsidiary of Williams Brothers Const.) Mission, TX
Plant Manager

▪ Managed daily operations at precast-prestress plant under TxDOT D9 inspection.
▪ Prepared daily casting and delivery schedules, to include production reports.
▪ Involved in design of casting forms and concrete batch designs.
▪ Responsible for scheduling maintenance of truck fleet and heavy equipment.
▪ Supervised and managed 90 total employees in 4 pre-casting crews, a ready mix plant crew, a maintenance crew, and CDL truck drivers.

09/01- 04/02 Gilbert Central Construction Corp. (Subsidiary of Peter Kiewit) West Memphis, AR
Office Engineer / Asphalt Paving Engineer

▪ Construction project on Inter State 40 in West Memphis, with a total value of \$42,000,000.
▪ Prepare daily cost reports, trend charts, and pay estimates with the owner.
▪ Assisted superintendent with budget changes, labor distribution reports, end of month manager's report, projections, as well as scheduling the project's operations.
▪ Involved in the asphalt paving operation tasks such as material on hand, scheduling, and equipment needs

02/01-09/01 Gilbert Texas Construction Corp. (Subsidiary of Peter Kiewit)
Grading Foreman

Brownwood, TX

- Construction project of an overpass bridge in Brownwood, with a total value of \$9,500,000.
- Responsible for the excavation of 35,000 cy, the embankment of 42,000 cy of material, and finishing 88,000 sy of grade for asphalt pavement.
- Daily cost reports, schedule of all grading operations, and owner relations as well as scheduling the asphalt paving subcontractor where part of my responsibilities on this project
- Supervised and managed 5 heavy equipment operators.

11/00-02/01 Gilbert Texas Construction Corp. (Subsidiary of Peter Kiewit)
Estimator

Fort Worth, TX

- Assisted senior estimators in take offs, obtaining quotes, as well as estimating specific operations of the bid package

06/00-11/00 Gilbert / Parsons Joint Venture (Subsidiary of Peter Kiewit)
Concret. Paving Engineer / Foreman

Sioux Falls, SD

- South Dakota's first design build project on Inter State 229, with a total value of \$30,000,000.
- Assigned to the slip form paving operation as an engineer my responsibilities included daily cost reports, weekly schedule, permanent material orders, and scheduling the saw cutting subcontractor.
- Supervised the finishing and curing of the slab and help in the maintenance of six Gomaco slip form machines.

01/99-08/99 Gilbert Texas Construction Corp. (Subsidiary of Peter Kiewit)
Intern

McAllen, TX

- Construction project of 7 miles of US 83 in McAllen, with a total value of \$43,000,000.
- Assigned to a structures crew doing formwork on several bridges for two months.
- Moved into the office to help order and keep track of all permanent materials on the project.
- I was also assigned to track and schedule three subcontractors on the project.

PROFESSIONAL AFFILIATIONS

- The Associated General Contractors of Texas, Texas Asphalt & Paving Association, Construction & Demolition Recycling Association

INTERESTS

- Playing Polo, Scuba Diving, Recreational Flying

LANGUAGE SKILLS

- English (Fluent), Spanish (Native Language), French (Basic)

REFERENCES

- Available Upon Request

NANCY CUELLAR

P.O. Box 4737 * Edinburg, TX 78540 * (956) 380-2897 * ncue@comcast.net

EDUCATION

University of Texas - Pan American
Master of Business Administration

Edinburg, TX
May 2004

Boston University School of Management
Bachelor of Science in Business Administration
Dual concentration in Finance and International Management

Boston, MA
May 2001

Activities

- University of Texas - Pan American MBA Association Treasurer

EXPERIENCE

IOC Company, LLC
Member Office Manager

Edinburg, TX
March 2006 - Present

- Manage Office and day to day activities

Southwest Community Investment Corp.
Women's Business Center
Director

McAllen, TX
January 2005 - March 2006

- Assist women owned businesses with procurement questions and certifications
- Conduct seminars and workshops to provide clients with federal contracting information
- Provide business consulting to existing businesses throughout the Rio Grande Valley
- Assist small businesses with developing business plans, financial projections, and market analysis
- Prepared quarterly reports for the Small Business Administration
- Managed day to day activities of center

University of Texas Pan-American
External Affairs, COSERVE
Business Development / Procurement Specialist

Edinburg, TX
January 2002 - December 2004

- Assist Minority owned businesses with procurement questions and certifications
- Conduct seminars and workshops to provide clients with federal contracting information
- Provide business consulting to existing businesses throughout the Rio Grande Valley
- Assist small businesses with developing business plans, financial projections, and market analysis
- Teach basic business seminars to small business owners

Boston University, Office of International Programs
Finance Assistant

Boston, MA
May 2000 - May 2001

- Process Accounts Payable / Accounts Receivable documents
- Complete travel reports for review and approval by Assistant Provost and Associate Director
- Reconciled budget status reports against financial database
- Correspond with vendors to resolve billing discrepancies
- Review and reconcile monthly reports from 17 overseas sites for accuracy and appropriateness
- Support Manager of Finance in financial and statistical analysis for development of annual budget of \$15 Million, quarterly confirmation process and year-end close

Merrill Lynch
Intern for a Private Client Group

McAllen, TX
Summer 1999

- Updated over 150 personal statements, using cost basis
- Looked up stocks and figured out price and date when bought, calculated gain or loss for each client's updated statements
- Assisted in buying and selling stocks, bonds, and securities online using computer system
- Improved interpersonal skills by interacting frequently with clients in person and phone.

Gilbert Texas Construction Corporation (Subsidiary of Peter Kiewit) McAllen, TX
Office Assistant Summer 1999

- Paid bills and disbursed over \$50,000 in weekly payroll for 60 employees.
- Entered all accounting records, accounts receivable and payable into the company's system
- Ordered materials and negotiated delivery schedules with vendors

SKILLS

- Fluent in Spanish
- PC, Microsoft Word, PowerPoint, Excel, Access, SPSS, HTMLWS

INTERESTS

- Photography, horse-back riding, reading

REFERENCES

- Available Upon Request

IOC COMPANY

AVAILABLE EQUIPMENT

2012 Motorgrader MG925	2015 BOMAG BW213DH-40 ROLLER
CAT Crawler Hyd Excavator	Caterpillar Wheel Loader 938K
2013 ROADTECH RP-190E PAVER	1995 PETERBILT DISTRIBUTO
CATERPILLAR SCRAPER	CAT IT38G WHEEL LOADER
JD 330C EXCAVATOR	2007 MACK CTP713
140M CAT MOTORGRADER	CAT-PNEUMATIC TANK TRAILER
140M CAT MOTORGRADER	CAT COMPACTOR
Caterpillar Motor Grader 140M3	2015 BOMAG BW213DH-40
JD 12H CBK MTR GRADER	2006 Kenworth T800
CATERPILLER MOTOR GRADER	JD 8400 TRTR W/SCRAP
140 H CAT MOTOR GRADER	INT TRUCK 457049
JOHN DEERE 9530 SCRAPER TRACTOR	2006 5500 TRUCK
603/5 LOAD KING HEAVY HAUL FOLDER	CAT EXCAVATOR 308ECRSB
CAT HYDROLIC EXCA	BACKHOE
HYDRAULIC EXCAVATOR	JD 410G LOADER BACKHOE
2007 CAT 938 G WH LOADER	BALLENGER MISC
CAT WATER TRK	JOHN DEERE TRACTOR MODEL 9530
938G QC WHEEL LOADER	CAT - 2015 - TROXELL VIKING - CU FT
2014 PETERBILT 337	BOMAG PAD FOOT COMPACTOR
CAT - CT 660 - ON HIGHWAY TRUCK	2015 F750XL FORD WATER TRUCK
CAT ROAD RECLAIMER	1994 KENWORTH
CAT CT660S MY2014	CATERPILLAR 140M2 GRADER
NPK CRUSHER (SHEARS)	BACHOE LOADER 420FIT
CATERPILLAR 950M WHEEL LOADER	CATERPILLAR ASPHALT DRUM
200 CLC EXCAVATOR	JD310G LOADER BACKHOE
WHEEL LOADER 938K	PR600 MILLING MACHINE
BELLY DUMP TRLRS	84 ROLLER
660 LINCOLN AXL WINDOW EL	TRACTOR W/ 4000 GAL TANK
VIBRATORY COMPACTOR CP56B	BOMAG COMPACTOR BW211D-40
2008 GOMAGO PAVER	BOMAG COMPACTOR BW211D-40
PADFOOT ROLL & SMOOTH DRU	66 ROLLER
2008 ALUM ETNYRE TRAILER	310G LOADER BACKHOE
2006 HYPAC SMOOTH DRUM	



SECTION 00300

BID PROPOSAL FORM

CITY OF PHARR
JACKSON ROAD AND CAGE BOULEVARD RAISED MEDIANS
CONSTRUCTION PROJECT

Bid No. (1617-01-528-0027)

May 25, 2017

We have carefully examined the Plans and Specifications herein referred to and have carefully examined the locations, conditions, and classes of materials of the proposed work; and agree that we will provide all the necessary labor, machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the Bid Documents and Specifications in the manner prescribed and according to the requirements therein set forth.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the *Engineer*, to complete the work fully as planned and contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit prices set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the *Engineer* and approved by the OWNER, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the City of Pharr.

Dollars \$ 5% of TBA

Percent 5 %

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance bond within ten (10) days after its acceptance, in which case the bid security shall become the property of City of Pharr and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PROPOSAL

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

ITEM CODE	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL COST
110	EXCAVATION (ROADWAY)	CY	107.00	60 ⁰⁰ ''	6,420 ⁰⁰ ''
132	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	14.00	50 ⁰⁰ ''	700 ⁰⁰ ''
160	FURNISH & PLACE TOPSOIL	CY	37.00	75 ⁰⁰ ''	2,775 ⁰⁰ ''
164	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY)	SY	224.00	1 ⁵⁰ ''	336 ⁰⁰ ''
247	FLEXIBLE BASE (CMP IN PLC) (TY E GR 4) (FNAL POS)	CY	45.00	110 ⁰⁰ ''	4,950 ⁰⁰ ''
275	CEMENT TRT (EXST MATL & NEW BASE) (12")	SY	135.00	40 ⁰⁰ ''	5,400 ⁰⁰ ''
275	CEMENT	TON	1.50	275 ⁰⁰ ''	412 ⁵⁰ ''
340	D-GR HMA (SQ) TY-D SAC-A PG76-22	TON	726.00	125 ⁰⁰ ''	90,750 ⁰⁰ ''
354	PLANE ASPH CONC PAV (1 1/2")	SY	491.00	9 ²⁵ ''	4,541 ⁷⁵ ''
354	PLANE ASPH CONC PAV (0" TO 1 1/2")	SY	1,693.00	3 ²⁵ ''	5,502 ²⁵ ''
360	CONC PVM (CRCP) (12")	SY	95.00	180 ⁰⁰ ''	17,100 ⁰⁰ ''
464	RC PIPE (CL III) (18 IN) (SPL)	LF	6.00	280 ⁰⁰ ''	1,680 ⁰⁰ ''
465	INLET (COMPL) (PCO) (3FT X 5FT)	EA	1.00	4,250 ⁰⁰ ''	4,250 ⁰⁰ ''
502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	2.00	8,000 ⁰⁰ ''	16,000 ⁰⁰ ''
506	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	310.00	4 ⁰⁰ ''	1,240 ⁰⁰ ''
506	BIODEG EROSN CONT LOGS (REMOVE)	LF	310.00	2 ⁰⁰ ''	620 ⁰⁰ ''
528	LANDSCAPE PAVERS	SY	267.00	250 ⁰⁰ ''	66,750 ⁰⁰ ''
529	CONC CURB (TY A) (BARRIER)	LF	1,561.00	12 ⁰⁰ ''	18,732 ⁰⁰ ''
529	CONC CURB (TY C) (BARRIER)	LF	504.00	15 ⁰⁰ ''	7,560 ⁰⁰ ''
529	CONC CURB (TY II)	LF	181.00	36 ⁰⁰ ''	6,516 ⁰⁰ ''
531	CURB RAMPS (TY 2)	EA	1.00	1,700 ⁰⁰ ''	1,700 ⁰⁰ ''
531	CURB RAMPS (TY 11)	EA	1.00	1,700 ⁰⁰ ''	1,700 ⁰⁰ ''
636	ALUMINUM SIGNS (TY A)	EA	2.00	55 ⁰⁰ ''	110 ⁰⁰ ''
644	INSTALL SM RDSD SGN ASSEM TY S80(1)xx(U-1 EXT)	EA	2.00	150 ⁰⁰ ''	300 ⁰⁰ ''
644	INSTALL SM RDSD SGN ASSEM TY S80(1)xx(U-2 EXT)	EA	1.00	150 ⁰⁰ ''	150 ⁰⁰ ''
662	WORK ZONE PAV MARK SHORT TERM (TAB) (TY W)	EA	42.00	1 ⁰⁰ ''	42 ⁰⁰ ''

666	REFL PAV MRK TY I (W) 4" (BKN) (100 MIL)	LF	340.00	1 ²⁵	425 ⁰⁰
666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	840.00	1 ²⁵	1,050 ⁰⁰
666	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	1,752.00	2 ⁵⁰	4,380 ⁰⁰
666	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	877.00	3 ⁵⁰	3,069 ⁵⁰
666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	259.00	6 ⁵⁰	1,683 ⁵⁰
666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	1,577.00	1 ⁰⁰	1,577 ⁰⁰
666	REFL PAV MRK TY I (Y) 8" (SLD) (100 MIL)	LF	238.00	2 ²⁵	535 ⁵⁰
668	PREFAB PAV MRK TY C (W) (ARROW)	EA	7.00	300 ⁰⁰	2,100 ⁰⁰
668	PREFAB PAV MRK TY C (W) (U-TURN)	EA	1.00	450 ⁰⁰	450 ⁰⁰
668	PREFAB PAV MRK TY C (W) (WORD)	EA	7.00	450 ⁰⁰	3,150 ⁰⁰
668	PREFAB PAV MRK TY C (W) (RR XING)	EA	4.00	700 ⁰⁰	2,800 ⁰⁰
672	REFL PAV MRKR TY II C-R	EA	121.00	6 ⁵⁰	786 ⁵⁰
688	VEHICLE LOOP DETECTOR (SAW-CUT)	LF	800.00	12 ⁰⁰	9,600 ⁰⁰

TOTAL AMOUNT OF BID: \$ 297,844⁵⁰

TOTAL AMOUNT BID (Words):

Two hundred ninety seven thousand eight
hundred forty four dollars with fifty cents.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the *Engineer*.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Proposal. Should bid prices on any item be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject in formalities.

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Addendum No. 1 dated: _____

Received: _____

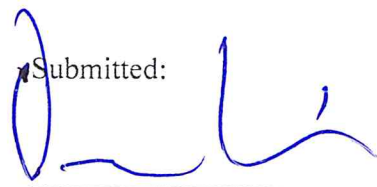
Addendum No. 2 dated: _____

Received: _____

Addendum No. 3 dated: _____

Received: _____

Date: 05/25/2017

Submitted: 
Signature

OSCAR CUELLAR
Print Name

MANAGING MEMBER
Title

IOC COMPANY LLC
Company

9312 E CURVE RD
Address
EDINBURG, TX, 78542



Western Surety Company

BID BOND (Percentage)

Bond Number: 71912802

KNOW ALL PERSONS BY THESE PRESENTS, That we Filegonia Site Contractors, LLC
_____ of
25130 Jesus Flores Rd., Monte Alto, TX 78538, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto City of Pharr
of 118 S. Cage Blvd., Pharr, TX 78577,
hereinafter referred to as the Oblige, in the sum of Five (5%) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
Jackson Road and Cage Boulevard Raised Medians Construction Project

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 25th day of May, 2017.

Filegonia Site Contractors, LLC

(Principal)

By _____ (Seal)

Western Surety Company

(Surety)

By Araceli Zuniga (Seal)
Araceli Zuniga Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71912802

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Araceli Zuniga

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Filegonia Site Contractors, LLC

Obligee: City of Pharr

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 23, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 25th day of May, 2017.

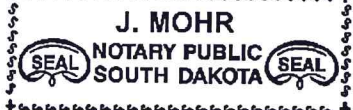
WESTERN SURETY COMPANY
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 25th day of May, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 25th day of May, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.crasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Figure: 28 TAC §1.601(a)(3)

IMPORTANT NOTICE

1 To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

1-800-331-6053

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

1-800-331-6053

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SECTION 00180

BIDDER'S QUALIFICATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

This section contains the bidder's qualifications for the project.

1.2 REFERENCES – Not Used

1.3 DEFINITIONS – Section 00700

1.4 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources and access to the equipment necessary for performing the project work. In addition it is required that a minimum of 60% of the project be completed by the bidders' own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work experience.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.5 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

- A. Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.6 STATEMENT OF QUALIFICATIONS FORM.

Date: May, 25, 2017

Proposal of Filegonia Site Contractors, LLC (hereinafter called "Bidder")
a LLC (Corporation, Partnership, LLC, LLP, etc.) organized and existing under the laws of the State of Texas.

To the City of Pharr (hereinafter called "Owner").

Gentlemen:

The Bidder is in compliance with the Bidder's Qualifications Section(s) of the specifications for the **JACKSON ROAD AND CAGE BOULEVARD RAISED MEDIANS CONSTRUCTION PROJECT**, having examined the specifications with related documents and the site of the proposed work, and is familiar with all of the conditions surrounding the construction of the proposed project, hereby submits the following:

STATEMENT OF QUALIFICATIONS:

- A. Years of experience in similar type of projects: *7 Years*
- B. Work on similar type projects: Provide a minimum of four (4) similar type projects with the following information: Project Name, Location, Construction Cost, Reference Name and Phone Number.
- C. Name of full time superintendent and experience resume: *Jesus Cepeda*
- D. Number of employees of the bidder that will be working on the project: *16*
- E. Names of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience. The subcontractors shall have a minimum of three (3) years of experience.
- F. Provide information of available equipment:

PART	2	P R O D U C T S - Not Used
PART	3	E X E C U T I O N - Not Used

END OF SECTION

Project: MONMACK Subdivision, Edinburg TX.

Owner: VERTURO Interests, LLC

General Contractor: Saenz Utility Contractors
Contact: Maribel Saenz– 956-262-8506

Scope of Work Self Performed:

Demolition of 4 concrete and brick structures, drive ways and a former bank building and foundations

Storm and sewer utility works

Value of work self performed: \$315,000.00

Complete October 2016

Project: The Shoppes At Edinburg, Edinburg TX.

Owner: The Shoppes, Edinburg

General Contractor: Earthworks Enterprises

Contact: Humberto Garcia – 956-607-4448

Scope of Work Self Performed:

Building pad preparation:

Clearing and grubbing

Excavation

Subgrade preparation

Back fill (select fill)

Value of work self performed: \$180,000.00

Complete May 2016

Project: San Martin Subdivision

Owner: San Martin Subdivision

General Contractor: Earthworks Enterprises
Contact: Humberto Garcia – 956-607-4448

Scope of Work Self Performed:

Site Work:

Clearing and grubbing

Road subgrade and flex base preparation

2" Hot Mix asphalt

Value of work self performed: \$210,000.00

Complete September 2016

Project: La Estancia Tres Lagos Subdivision, McAllen TX.

Owner: Tres Lagos, Rhodes Enterprises Inc.

General Contractor: Saenz Utility Contractors
Contact: Maribel Saenz- 956-262-8506

Scope of Work Self Performed:

Storm utility works: 30", 24" and 18" RCP Pipe

Value of work self performed: \$135,000.00

Complete October 2016

Project: De Leon Soccer Complex, McAllen TX.

Owner: City of McAllen TX.

General Contractor: GST Construction Inc.

Contact: Jacobo Garza – 956-739-1000

Scope of Work Self Performed:

Subgrade and flex base preparation

2" Hot Mix Asphalt

Concrete Curb and Sidewalks

Value of work self performed: \$280,000.00

Complete January 2015

Project: Storage Depot, Mission TX.

Owner: Oakcrest Management, Inc

General Contractor: GST Construction Inc.

Contact: Jacobo Garza – 956-739-1000

Scope of Work Self Performed:

Site Work:

Clearing and grubbing

Parking lot subgrade preparation

Building Pad Preparation

Detention Pond

Concrete Works:

Concrete foundations

Concrete paving

Concrete curb and sidewalks

Value of work self performed: \$320,000.00

Complete August 2015

Project: HEB Store, McAllen TX

Owner: HEB Development

General Contractor: M&M Contracting LTD

Contact: Trey Wooten – 210-389-6772

Scope of Work Self Performed:

Demolition:

Demolition of concrete foundations and sidewalks

Site Work:

Building pad preparation:

Clearing and grubbing

Excavation

Subgrade preparation

Back fill (select fill)

Concrete Works:

Concrete foundations

Concrete paving

Concrete curb and sidewalks

Value of work self performed: \$340,000.00

Complete December 2014

Project: HEB Store, Elsa TX

Owner: HEB Development

General Contractor: M&M Contracting LTD
Contact: Trey Wooten – 210-389-6772

Scope of Work Self Performed:

Building pad preparation:
Clearing and grubbing
Excavation
Subgrade preparation
Back fill (select fill)

Value of work self performed: \$240,000.00

Complete February 2013

Jesus Cepeda

**Filegonia Site Contractors LLC
110 SE Augusta SQ.
McAllen TX 78503
Tel: 956-310-5659
E-mail: jc@filegonia.com**

Jesus Cepeda has at the time of this writing more than 10 years of experience in the construction industry, his experience embarks a span of 8 hard working years since he started working in 2009 in the field of civil and heavy engineering construction. Jesus Cepeda currently has the position of General Foreman / Project Manger of FILEGONIA Site Contractors LLC, a multi service organizational that includes but not limited to Civil Site Contracting and Aggregate Production, headquartered in Monte Alto Texas. The company specializes in the industrial and commercial site construction in this fast paced growing region. Jesus duties also include overseeing all the mining operations, geo-technical specifications for processed materials and logistics.

In 1984, Jesus was born in Mexico, shortly after finishing his business administration degree he stared to work in his family retail business where he developed multiple skills like employee and production management, and strategic planning that he implements in his daily activities at Filegonia Site Contractors LLC. In 2007 Jesus move to McAllen Texas and start working on the construction industry gathering a broader scope of the market in this region. In 2009 he got married with Arlene Brenes and they had 2 beautiful girls.

**FILEGONIA SITE CONTRACTORS
EQUIPMENT LIST**

Year	Brand	Description
2012	Hyundai 380 LC9	Excavator
2012	Hyundai 380 LC9	Excavator
2012	Hyundai 380 LC9	Excavator
2012	Hyundai 2500 LC9	Excavator
2009	Hitachi ZX 350 LC5	Excavator
2008	Hitachi ZX 350 LC5	Excavator
2008	Kobelco SK 260 LC3	Excavator
2008	Kobelco SK 210 LC3	Excavator
2004	John Deere 330 CLC	Excavator
2004	John Deere 450 CLC	Excavator
2007	John Deere 240 LC3	Excavator
2009	John Deere 270 LC5	Excavator
1999	Case 721B	Front Loader
2002	Case 721B	Front Loader
1996	Fiat Allis 280	Front Loader
2004	Jonh Deere 444H	Front Loader
2013	John Deere 621F	Tractor
2012	John Deere 770G	Motorgrader
1998	John Deere 770BH	Motorgrader
2005	Ingersol Rand 66"	Sheepsfoot Compactor
2007	Super Pac 66"	Smooth Drum Compactor
2005	Ingersoll Rand 48"	Double Smooth Compactor
2006	Ingersoll Rand 48"	Double Smooth Compactor
2014	440 CT	Skid Steer
2004	Jonh Deere 310 SJ	Back Hoe
2011	Case 580 SN	Enclosed Ext. Back Hoe
2010	Case 580 N	Back Hoe
2010	CAT AP600F	Asphalt Paver
1989	International	Water Tank Truck
1993	International	Water Tank Truck
1990	F 350 Ford	Water Tank Truck
2013	3500 Ram Pick Up	Quad Cab Dually
2011	3500 Ram Pick Up	Quad Cab
2005	5500 Ford Pick Up	Utility Box
2010	350 HD Chevrolet	Quad Cab Flat Bed
2009	2500 HD Chrevrolet	Utility Truck
2004	2500 Ram Pick Up	Quad Cab Flat Bed

2004	Rhino	8' Shreder
2006	Rhino	16' Shreder
2002	Texas Go	24' Mobile Office Trailer
2004	Trailmaster	36' Gooseneck Tandem Trailer
2005	Trailmaster	36' Gooseneck Dove Tail Tandem Trailer
2008	Trailmaster	16' Bumper Utility Trailer
2008	Trailmaster	16' Bumper Utility Trailer
2009	Trailmaster	10' Bumper Utility Trailer
2004	Trailmaster	16' Encloused Bumper Utility Trailer
2012	John Deere	825i Gator ATV
2014	Kubota	RTV 900
2010	Lincoln	Diesel Welding Plant Trailer
2008	GE	7000 Watts Power Genetator
2012	Dewalt	100 Gal Air Compresor

SECTION 00300

BID PROPOSAL FORM

**CITY OF PHARR
JACKSON ROAD AND CAGE BOULEVARD RAISED MEDIANS
CONSTRUCTION PROJECT**

Bid No. (1617-01-528-0027)

May 25, 2017

We have carefully examined the Plans and Specifications herein referred to and have carefully examined the locations, conditions, and classes of materials of the proposed work; and agree that we will provide all the necessary labor, machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the Bid Documents and Specifications in the manner prescribed and according to the requirements therein set forth.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the *Engineer*, to complete the work fully as planned and contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit prices set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the *Engineer* and approved by the OWNER, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the City of Pharr.

Dollars \$ _____

Percent 5 %

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance bond within ten (10) days after its acceptance, in which case the bid security shall become the property of City of Pharr and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PROPOSAL

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

ITEM CODE	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL COST
110	EXCAVATION (ROADWAY)	CY	107.00	12.10	1,294.70
132	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	14.00	21.00	294.00
160	FURNISH & PLACE TOPSOIL	CY	37.00	61.70	2,282.90
164	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY)	SY	224.00	4.10	918.40
247	FLEXIBLE BASE (CMP IN PLC) (TY E GR 4) (FNAL POS)	CY	45.00	41.00	1,845.00
275	CEMENT TRT (EXST MATL & NEW BASE) (12")	SY	135.00	15.00	2,025.00
275	CEMENT	TON	1.50	235.00	352.50
340	D-GR HMA (SQ) TY-D SAC-A PG76-22	TON	726.00	126.00	91,476.00
354	PLANE ASPH CONC PAV (1 1/2")	SY	491.00	10.95	5,376.45
354	PLANE ASPH CONC PAV (0" TO 1 1/2")	SY	1,693.00	10.95	18,538.35
360	CONC PVMT (CRCP) (12")	SY	95.00	117.00	11,115.00
464	RC PIPE (CL III) (18 IN) (SPL)	LF	6.00	360.00	2,160.00
465	INLET (COMPL) (PCO) (3FT X 5FT)	EA	1.00	3,525.00	3,525.00
502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	2.00	9,500.00	19,000.00
506	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	310.00	5.50	1,705.00
506	BIODEG EROSN CONT LOGS (REMOVE)	LF	310.00	1.35	418.50
528	LANDSCAPE PAVERS	SY	267.00	79.00	21,093.00
529	CONC CURB (TY A) (BARRIER)	LF	1,561.00	10.40	16,234.40
529	CONC CURB (TY C) (BARRIER)	LF	504.00	12.60	6,350.40
529	CONC CURB (TY II)	LF	181.00	12.85	2,325.85
531	CURB RAMPS (TY 2)	EA	1.00	1,360.00	1,360.00
531	CURB RAMPS (TY 11)	EA	1.00	1,200.00	1,200.00
636	ALUMINUM SIGNS (TY A)	EA	2.00	875.00	1,750.00
644	INSTALL SM RDSD SGN ASSEM TY S80(1)xx(U-1 EXT)	EA	2.00	875.00	1,750.00
644	INSTALL SM RDSD SGN ASSEM TY S80(1)xx(U-2 EXT)	EA	1.00	875.00	875.00
662	WORK ZONE PAV MARK SHORT TERM (TAB) (TY W)	EA	42.00	1.90	79.80

666	REFL PAV MRK TY I (W) 4" (BKN) (100 MIL)	LF	340.00	1.25	425.00
666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	840.00	1.25	1,050.00
666	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	1,752.00	2.50	4,380.00
666	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	877.00	3.75	3,288.75
666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	259.00	7.50	1,942.50
666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	1,577.00	1.10	1,734.70
666	REFL PAV MRK TY I (Y) 8" (SLD) (100 MIL)	LF	238.00	2.50	595.00
668	PREFAB PAV MRK TY C (W) (ARROW)	EA	7.00	318.50	2,194.50
668	PREFAB PAV MRK TY C (W) (U-TURN)	EA	1.00	500.00	500.00
668	PREFAB PAV MRK TY C (W) (WORD)	EA	7.00	500.00	3,500.00
668	PREFAB PAV MRK TY C (W) (RR XING)	EA	4.00	815.00	3,260.00
672	REFL PAV MRKR TY II C-R	EA	121.00	7.60	919.60
688	VEHICLE LOOP DETECTOR (SAW-CUT)	LF	800.00	11.00	8,800.00

TOTAL AMOUNT OF BID:

\$ 247,935.30

TOTAL AMOUNT BID (Words):

Two hundred forty seven thousand nine hundred thirty five Dollars and
thirty Cents

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the *Engineer*.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Proposal. Should bid prices on any item be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject in formalities.

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Addendum No. 1 dated: _____

Received: _____

Addendum No. 2 dated: _____

Received: _____

Addendum No. 3 dated: _____

Received: _____

Date: 05-25-2017

Submitted:



Signature

Pedro Cepeda

Print Name

President

Title

Filegonia Site Contractors, LLC.

Company

25130 Jesus Flores Rd, Monte Alto, TX 78538

Address

SECTION 00450

BID BOND

PART 1 - GENERAL

1.1 SECTION INCLUDES

This section describes the standardized bid bond form to be submitted with the bid on the project.

1.2 REFERENCES – Not Used

1.3 DEFINITIONS – Section 00700

1.4 BID BOND FORMS

Bidder is to inset an original bid bond or a copy of cashier's check provided for bid bond Purposes. Original check is to be submitted along with bid.

PART 2 - PRODUCT – Not Used

PART 3 - EXECUTION

STANDARDIZED FORMS FOLLOW

END OF SECTION

BID BOND

SECTION 00450

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (Contractor) as Principal, and (Surety) as Surety, are hereby held and firmly bound unto the CITY OF PHARR as OWNER in the penal sum of (5% of bid amount) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this (Date) day of (Month), 201_.

The Condition of the above obligation is such that whereas the Principal has submitted to **CITY OF PHARR** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the construction **JACKSON ROAD AND CAGE BOULEVARD RAISED MEDIANS CONSTRUCTION PROJECT**, Bid No. **1617-01-528-0027** NOW, THEREFORE,

- (A. If said BID shall be rejected, or in the alternate
- (B. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Witness

Title

Surety

Witness

By: Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must be authorized to transact business in the State where the project is located.

SECTION 00300

BID PROPOSAL FORM

CITY OF PHARR
JACKSON ROAD AND CAGE BOULEVARD RAISED MEDIANS
CONSTRUCTION PROJECT

Bid No. (1617-01-528-0027)

May 25, 2017

We have carefully examined the Plans and Specifications herein referred to and have carefully examined the locations, conditions, and classes of materials of the proposed work; and agree that we will provide all the necessary labor, machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the Bid Documents and Specifications in the manner prescribed and according to the requirements therein set forth.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the *Engineer*, to complete the work fully as planned and contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit prices set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the *Engineer* and approved by the OWNER, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

Accompanying this proposal is a certified or cashier's check or bid bond payable to the City of Pharr.

Dollars \$ _____

Percent 5 %

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance bond within ten (10) days after its acceptance, in which case the bid security shall become the property of City of Pharr and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PROPOSAL

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

ITEM CODE	DESCRIPTION	UNIT	EST QTY	UNIT COST	TOTAL COST
110	EXCAVATION (ROADWAY)	CY	107.00	\$100. ⁰⁰	\$10,700. ⁰⁰
132	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	14.00	\$150. ⁰⁰	\$2,100. ⁰⁰
160	FURNISH & PLACE TOPSOIL	CY	37.00	\$100. ⁰⁰	\$3,700. ⁰⁰
164	CELL FIBER MULCH SEED (PERM) (URBAN) (CLAY)	SY	224.00	\$10. ⁰⁰	\$2,240. ⁰⁰
247	FLEXIBLE BASE (CMP IN PLC) (TY E GR 4) (FNAL POS)	CY	45.00	\$100. ⁰⁰	\$4,500. ⁰⁰
275	CEMENT TRT (EXST MATL & NEW BASE) (12")	SY	135.00	\$100. ⁰⁰	\$13,500. ⁰⁰
275	CEMENT	TON	1.50	\$1,000. ⁰⁰	\$1,500. ⁰⁰
340	D-GR HMA (SQ) TY-D SAC-A PG76-22	TON	726.00	\$155. ⁰⁰	\$112,530. ⁰⁰
354	PLANE ASPH CONC PAV (1 1/2")	SY	491.00	\$20. ⁰⁰	\$9,820. ⁰⁰
354	PLANE ASPH CONC PAV (0" TO 1 1/2")	SY	1,693.00	\$15. ⁰⁰	\$25,395. ⁰⁰
360	CONC PVMT (CRCP) (12")	SY	95.00	\$90. ⁰⁰	\$8,550. ⁰⁰
464	RC PIPE (CL III) (18 IN) (SPL)	LF	6.00	\$200. ⁰⁰	\$1,200. ⁰⁰
465	INLET (COMPL) (PCO) (3FT X 5FT)	EA	1.00	\$4,000. ⁰⁰	\$4,000. ⁰⁰
502	BARRICADES, SIGNS, & TRAFFIC HANDLING	MO	2.00	\$15,000. ⁰⁰	\$30,000. ⁰⁰
506	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	310.00	\$10. ⁰⁰	\$3,100. ⁰⁰
506	BIODEG EROSN CONT LOGS (REMOVE)	LF	310.00	\$5. ⁰⁰	\$1,550. ⁰⁰
528	LANDSCAPE PAVERS	SY	267.00	\$72. ⁰⁰	\$19,224. ⁰⁰
529	CONC CURB (TY A) (BARRIER)	LF	1,561.00	\$20. ⁰⁰	\$31,220. ⁰⁰
529	CONC CURB (TY C) (BARRIER)	LF	504.00	\$25. ⁰⁰	\$12,600. ⁰⁰
529	CONC CURB (TY II)	LF	181.00	\$20. ⁰⁰	\$3,620. ⁰⁰
531	CURB RAMPS (TY 2)	EA	1.00	\$1,500. ⁰⁰	\$1,500. ⁰⁰
531	CURB RAMPS (TY 11)	EA	1.00	\$1,500. ⁰⁰	\$1,500. ⁰⁰
636	ALUMINUM SIGNS (TY A)	EA	2.00	\$1,000. ⁰⁰	\$2,000. ⁰⁰
644	INSTALL SM RDSD SGN ASSEM TY S80(1)xx(U-1 EXT)	EA	2.00	\$1,000. ⁰⁰	\$2,000. ⁰⁰
644	INSTALL SM RDSD SGN ASSEM TY S80(1)xx(U-2 EXT)	EA	1.00	\$1,000. ⁰⁰	\$1,000. ⁰⁰
662	WORK ZONE PAV MARK SHORT TERM (TAB) (TY W)	EA	42.00	\$50. ⁰⁰	\$2,100. ⁰⁰

666	REFL PAV MRK TY I (W) 4" (BKN) (100 MIL)	LF	340.00	\$1.50	\$510.00
666	REFL PAV MRK TY I (W) 4" (SLD) (100 MIL)	LF	840.00	\$1.50	\$1,260.00
666	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	1,752.00	\$2.50	\$4,380.00
666	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	LF	877.00	\$4.00	\$3,508.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	LF	259.00	\$7.00	\$1,813.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100 MIL)	LF	1,577.00	\$1.00	\$1,577.00
666	REFL PAV MRK TY I (Y) 8" (SLD) (100 MIL)	LF	238.00	\$3.00	\$714.00
668	PREFAB PAV MRK TY C (W) (ARROW)	EA	7.00	\$30.00	\$2,100.00
668	PREFAB PAV MRK TY C (W) (U-TURN)	EA	1.00	\$500.00	\$500.00
668	PREFAB PAV MRK TY C (W) (WORD)	EA	7.00	\$50.00	\$3,500.00
668	PREFAB PAV MRK TY C (W) (RR XING)	EA	4.00	\$700.00	\$2,800.00
672	REFL PAV MRKR TY II C-R	EA	121.00	\$7.00	\$847.00
688	VEHICLE LOOP DETECTOR (SAW-CUT)	LF	800.00	\$10.00	\$8,000.00

TOTAL AMOUNT OF BID:

\$ 342,658.00

TOTAL AMOUNT BID (Words):

Three Hundred Forty Two Thousand Six Hundred

Fifty Eight Dollars and Zero Cents.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the *Engineer*.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Proposal. Should bid prices on any item be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject in formalities.

Receipt is hereby acknowledged of the following addenda to the Contract Document:

Addendum No. 1 dated: _____

Received: _____

Addendum No. 2 dated: _____

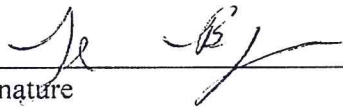
Received: _____

Addendum No. 3 dated: _____

Received: _____

Date: 5/25/2017

Submitted:


Signature

Joe Burgos
Print Name

Owner
Title

Artillery LLC
Company

3714 Buenos Aires, Edinburg, TX 78539
Address

BID BOND



THE MAIN STREET AMERICA GROUP



CONTRACTOR: (Name, legal status and address)

Artillery, LLC
3714 Buenos Aires
Edinburg, Texas 78539

SURETY: (Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
+ Keene, NH 03431

OWNER: (Name, legal status and address)

City of Pharr
118 S. Cage
Pharr, TX 78577

BOND AMOUNT: 5% Greatest Amount Bid

PROJECT: (Name, location or address, and Project number, if any)

Jackson and Cage Blvd Raised Medians

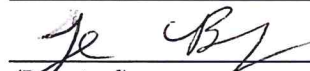
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of May, 2017.

Artillery, LLC


(Principal)
Joey Borjas, President
(Title)

(Seal)

NGM Insurance Company

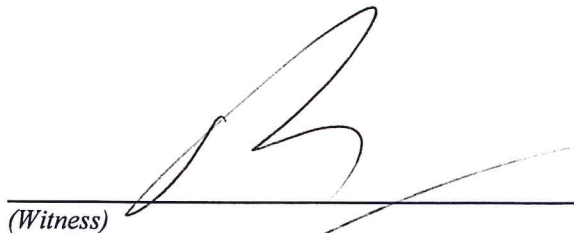

(Surety)

(Seal)

Andy Alvarez, Atty-in-Fact
(Title)

Attorney-in-Fact


(Witness)


(Witness)



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03015772

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Andy Alvarez, Phil Young, Dewey Young** _____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philpot



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 25th day of MAY, 2017.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.F.

DATE SUBMITTED: June 1,
2017

MEETING DATE: June 5, 2017

FROM: Vanessa Guzman, Administrative
Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on contract with Cameron County Regional Mobility Authority (CCRMA) for a Toll Collection System.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On May 31, 2017, the Bridge Board approved the contract with Cameron County Regional Mobility Authority (CCRMA) for a Toll Collection System.

Financial Consideration: \$ 1,550,000

Staff Recommendation: Authorization to enter in to a contract with Cameron County Regional Mobility (CCRMA) for a new Toll Collection System.

Alternatives:

ROUTING:

Vanessa Guzman

Created/Initiated - 06/01/2017

Luis Bazan

Approved - 06/01/2017

Karla Moya

Approved - 06/01/2017

Patricia Rigney

Approved - 06/02/2017

City Management Office

Final Approval - 06/02/2017

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the ____ day of _____, 2017, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "CCRMA"), a political subdivision of the State of Texas, and the CITY OF PHARR, TEXAS (the "City"), (collectively, the "Parties").

RECITALS

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CCRMA currently operates the SH 550 Toll Project and plans to develop and operate future toll projects (collectively, the "CCRMA Projects"); and

WHEREAS, the City currently operates the Pharr-Reynosa International Toll Bridge (the "Pharr Bridge") pursuant to Chapter 367 of the Texas Transportation Code; and

WHEREAS, the Pharr Bridge and the CCRMA Projects both utilize electronic toll collection systems that employ transponder devices to collect the tolls (the "ETC Systems") from customers of the City and the CCRMA; and

WHEREAS, effective June 2, 2015, the CCRMA and the City executed an interlocal agreement, pursuant to which the Parties agreed to operate their respective ETC Systems in an interoperable manner for the purposes of exchanging toll transactions generated by the users of their respective facilities (the "Interoperability ILA"); and

WHEREAS, effective November 12, 2015, the CCRMA and Schneider Electric Mobility NA, Inc., now known as Kapsch Trafficcom Transportation, North America ("Kapsch"), executed an agreement, pursuant to which Kapsch agreed to provide toll systems equipment, implementation, and maintenance services to the CCRMA (the "Kapsch Agreement"); and

WHEREAS, effective May 12, 2016, the CCRMA and TollPlus Inc. ("TollPlus") executed an agreement, pursuant to which TollPlus agreed to provide toll collection processing services to the CCRMA (the "TollPlus Agreement"); and

WHEREAS, the City is now in need of services related to acquisition and installation of new toll collection equipment, toll system implementation services and support, toll systems maintenance services, and toll collection processing services related to operations of the Pharr Bridge; and

WHEREAS, the CCRMA, independently and by and through the services provided by Kapsch, TollPlus, and any other toll systems vendors and consultants to be procured by CCRMA (Kapsch, TollPlus, and any additional vendors and consultants are referred to herein, collectively, as the “Tolling Consultants”), has the expertise and infrastructure required to provide toll collection equipment, toll collection processing, toll systems implementation services, and toll systems maintenance services in connection with toll projects; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CCRMA to provide needed toll systems equipment services, toll system implementation services and support, toll systems maintenance services, and toll collection processing services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II. SERVICES

2.1. Provision of Services. Subject to the terms of this Agreement, the City shall utilize the resources of the CCRMA and/or the Tolling Consultants, in connection with the acquisition and installation of toll collection equipment, the provision of toll systems implementation and maintenance services, and toll collection processing services related to operations of the Pharr Bridge. The general Scope of Work to be provided by the CCRMA is set forth in Attachment “A” and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment “B”.

2.2. Toll System Implementation Cost and Payment. The CCRMA shall design, acquire, install, and test the toll collection system and complete the tasks described in Attachments “A” and “B”. The cost to the City for specific services and equipment, and the cost of the entire toll system required to collect and process tolls on the Pharr Bridge, shall not, without the prior written consent of the City, exceed the Cost Schedule provided in Attachment “C”. The City shall pre-approve all purchases of toll system equipment, hardware and software. Upon receipt of ordered equipment,

hardware and software, the CCRMA shall invoice the City with no markup from actual cost invoiced to the CCRMA for processing, handling, and administrative services. Title to all equipment, hardware and software purchased by the City through the CCRMA and/or its consultants shall vest in the City after receipt of payment, and the City shall retain possession of such equipment, hardware and software upon termination of this Agreement. Labor, material and expense costs for CCRMA shall be invoiced to the City on a monthly basis.

2.3. Schedule for Toll Systems Implementation. The Parties acknowledge and agree that completing the work required under this Agreement and commencing toll revenue collection in a timely manner is of critical importance to the City. A schedule for the implementation process is attached hereto as Attachment “D”. The CCRMA agrees to require, through any subcontracts, work authorizations, or other directives to its contractors and subcontractors, including without limitation the Tolling Consultants, that work be completed in a timely manner.

2.4. Toll System Maintenance Cost and Payment. Upon issuance by the City of a notice to proceed for maintenance services, the City shall pay a fixed monthly fee in the amount provided in the Cost Schedule in Attachment “C” for the maintenance services described in this Agreement which shall not, without prior written consent of the City, exceed the costs provided in Attachment “C”. Any work resulting from software changes requested by the City and preventative or remote maintenance support resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by the City on a time and materials basis. The cost of maintenance services may be subject to annual adjustment as conditions and level of effort dictate, provided that any adjustment in the cost of maintenance services is subject to the written approval of the Parties. Labor, material and expense costs for the CCRMA and their consultants shall be invoiced to the City on a monthly basis. A detailed allocation of responsibility for actions required to maintain the toll collection system is set forth in Attachment “B”.

2.5. Toll Processing Cost and Payment. The cost of toll processing services are provided in the Cost Schedule set forth in Attachment “C” and a detailed allocation of responsibility for actions required to operate the toll processing services is set forth in Attachment “B”. In accordance with a schedule to be mutually agreed upon by the Parties, the CCRMA, by and through its Tolling Consultants, shall submit to the City a summary of toll related fees and costs charged and collected in providing the services under this Agreement.

III. GENERAL AND MISCELLANEOUS

3.1. Payment and Notices. All payments, written notices, demands, and other papers or documents to be delivered to either party under this Agreement shall be delivered by courier, hand delivery, or overnight express mail service, to:

To the CCRMA: Cameron County Regional Mobility Authority
 3461 Carmen Ave.

Rancho Viejo, Texas 78575
Attn: CCRMA Executive Director

To the City: City of Pharr
PO Box 1729
Pharr, Texas 78577
Attn: _____

All payments, written notices, demands, and other papers or documents served upon the Parties in the aforesaid manner will be deemed served or delivered for all purposes hereunder immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

3.2. Performance Measures. The toll system being installed and operated pursuant to this Agreement is compatible with the system in place on CCRMA facilities, and is functioning as an expansion of the system installed, operating and being maintained under the Tolling Consultants Agreements. As such, the CCRMA shall assure, through the Tolling Consultants Agreements, that the same performance measures are established and maintained (including penalties for non-compliance) for the system on the Pharr Bridge as are applicable to CCRMA facilities. The CCRMA shall enforce such measures and standards on the City's behalf, and the CCRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of the City. Any amounts due for non-compliance shall be collected by the CCRMA and promptly remitted to the City; provided, however, that the CCRMA shall not be liable to the City for any amounts due for non-compliance which the CCRMA fails to enforce or collect from the Tolling Consultants. Further, the CCRMA shall not be liable to the City for any incidents of non-compliance of which the CCRMA is unaware and could not reasonably have been aware. The City shall have the right to independently audit system maintenance at any time in addition to audit rights which may exist and be enforced by the CCRMA through the Tolling Consultants Agreements.

3.3. Full Site Access The City agrees and acknowledges that it is necessary for the CCRMA and its contractors to have unfettered access to the Pharr Bridge and its associated equipment and facilities in order to deploy the equipment and perform the services detailed herein. The City agrees to coordinate such access and will assure that its employees and contractors assist with the activities of the CCRMA. The CCRMA will not be responsible for delays and any increased costs resulting from any interference with its activities.

3.4. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until _____2027. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

(a) in the event that the CCRMA enters into a contract for any portion of the Services with another provider prior to or upon termination of the Tolling Consultants Agreement which provides that portion of the Services, the CCRMA shall use its best efforts to continue to provide that portion

of the Services to the City pursuant to the terms of this Agreement under the contract between the CCRMA and its new provider of that portion of the Services;

(b) if a Tolling Consultants Agreement is terminated, and the CCRMA has not entered into a contract for the portion of the Services provided under the terminated Tolling Consultants Agreement, the CCRMA's obligations pertaining to that portion of the Services under Article II of this Agreement shall terminate on the same day that the applicable Tolling Consultants Agreement terminates, provided that the CCRMA shall give the City written notice of the termination within ten (10) days of providing notice to or receiving notice from the Tolling Consultant;

(c) either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the Services to be provided and operated in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice or, in the event of a non-monetary default, efforts to cure the default have not been commenced within thirty (30) days if the default is not of a nature that can be cured within thirty (30) days through reasonable efforts; and

(d) the Parties may mutually agree to terminate this Agreement.

3.5. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

3.6. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

3.7. Governmental Immunity. The parties acknowledge that this Agreement provides for the provision of goods and services and is subject to Tex. Loc. Gov't Code, Sec. 271.151, et. seq. Subject thereto, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.8. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies

3.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall

be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

3.10. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

3.11. Audit. Upon reasonable advance notice, the Parties may audit each other's books and records that directly relate to the subject matter of this Agreement.

3.12. Relationship of the Parties. Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights or defenses it may have under applicable law.

3.13. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and their respective successors. Nothing in this Agreement nor in any approval subsequently provided by either Party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

3.14. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of the Parties and their legal successors. Other than as provided in the preceding sentence, neither Party shall assign, sublet or transfer its respective interest in this Agreement without the prior written consent of the other Party to this Agreement, unless otherwise provided by law. Any assignment in violation of this paragraph shall be void and a default under this Agreement.

3.15. Limitations. All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Parties shall have any personal obligations or liability hereunder.

3.16. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third Party is required to be obtained or made in connection with the execution delivery or performance of this Agreement. Each signatory on behalf of the Parties,

as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

3.17. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

3.18. Waiver. No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

3.19. Counter Parts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.

3.20. Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below, to be effective on the date listed above.

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

Frank Parker, JR, Chairman

Date:_____

ATTEST:

CITY OF PHARR

Secretary of Pharr

Ambrosio Hernandez, Mayor

Date:_____

**ATTACHMENT “A”
SCOPE OF WORK**

**ATTACHMENT “B”
ALLOCATION OF RESPONSIBILITY**

**ATTACHMENT “C”
COST SCHEDULE**

ATTACHMENT “D”
SCHEDULE FOR TOLL SYSTEMS IMPLEMENTATION



Cameron County Regional Mobility Authority

Pharr-Reynosa International Bridge Toll Collection System

Scope of Work

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Pharr-Reynosa International Bridge Toll Collection System

PRIB Overview

The PRIB, operated by the City of Pharr in Texas, serves as one of the most important ports on entry for the U.S.–Mexico border. The bridge handles commercial vehicles as well as passenger-operated vehicles. The PRIB connects U.S. 281 to the city of Reynosa, Tamaulipas, which is an important industrial city in northeastern Mexico and has become one of the fastest growing cities in Latin America.

Residents from Mexico call it, “The Intelligent Bridge” due to the state-of-the-art technology. GAMA Rays and Fast And Secure Trade program, known as FAST, are implemented by both the U.S. and Mexican Customs, which allows an expedited inspection of documents and cargo, and limits crossing time on the U.S.–Mexican border.

The Pharr Bridge strategic location, surrounding infrastructure, services and potential for growth, gives a competitive advantage to Pharr, Texas as well as Reynosa, Tamaulipas in Mexico.

PRIB Toll Collection System

For southbound traffic, the PRIB currently uses a toll collection system (TCS) consisting of four gated lanes where customers may pay their tolls using either transponders using automated vehicle identification, cash or prepaid tickets. For customer convenience cash is collected in both U.S. or Mexican denominations and change is provided in the same denomination used to pay the toll.

Due in part to the international location of the facility, accepted methods of payment do not include video-based tolling, also known as “Pay by Plate” or “Pay by Mail” in Texas. Toll rates are based on a pre-determined rate schedule. Vehicles pay tolls based on the number of vehicle axles, a classification system consistent with most tolling authorities. Discounted rates are provided for customers using transponders.

Transponders used by customers traveling on the PRIB are issued by the bridge. Currently, PRIB transponders are not interoperable with other Texas tolling authorities.

Pharr-Reynosa International Bridge Toll Collection System

Figure 1: Pharr-Reynosa International Bridge Toll Rates (subject to change)

Non-commercial Motorcycle, Car, Truck	\$ 3.50	  
Commercial 2 axle truck or bus	\$ 11.25	 
Commercial 3 axle	\$ 15.25	 
Commercial 4 axle	\$ 17.25	
Commercial 5 axle	\$ 22.25	
Commercial 6 axle	\$ 25.25	
Motorhome 2 axle	\$ 20.50	
Commercial wide load	\$ 33.25	

CCRMA and PRIB Interoperability

In 2015, CCRMA and the City of Pharr executed an Interlocal Agreement to operate their respective toll systems with interoperability. This will facilitate CCRMA's collection of tolls incurred by customers with valid Pharr-Reynosa Bridge System transponders on CCRMA toll facilities. The PRIB may, in the future, desire to be interoperable with additional tolling entities such as the Hidalgo County Regional Mobility Authority (HCRMA), Texas Interoperability System or International Tolling Entities. CCRMA, at the request of PRIB, will provide coordination and consultant services to facilitate discussions and evaluate proposals from other tolling entities as to any benefits to the PRIB.

CCRMA will provide Back Office System (BOS) Services for customer account management features such as payment processing, account replenishment, transponder assignment and inventory management, and reporting including customer account and customer data reports, financial and revenue reports, and reconciliation reports related to the interface between the to the BOS and PHS.

Pharr-Reynosa International Bridge Toll Collection System

Figure 2: SH 550 Region

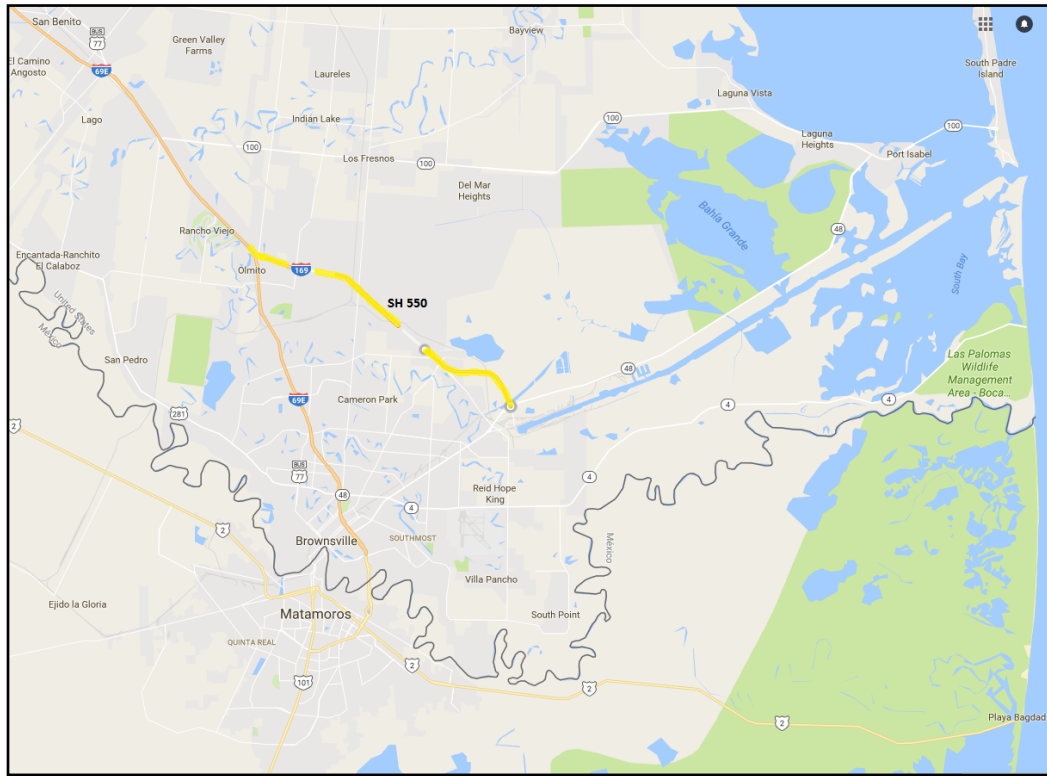
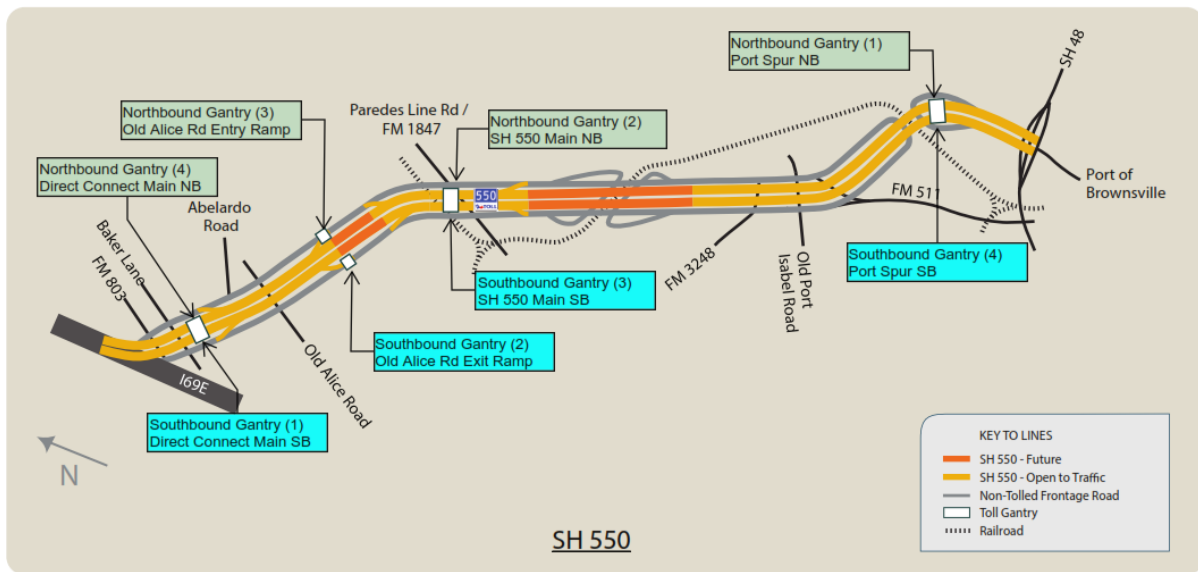


Figure 3: SH 550 Detailed Map



International Bridge General Project Scope of Work

The Scope of Work (Work) to be performed by CCRMA is comprised of two segments. The first segment of Work begins with design and ends with System Acceptance; this is “Work Segment 1 – Integration.” Upon System Acceptance, the second segment of warranty and maintenance; this is “Work Segment 2 – Maintenance.” CCRMA will perform both segments under a single Agreement, and each segment will be associated with a separate Notice to Proceed (NTP). The Agreement terms allows PRIB, at its sole discretion, to subsequently amend the Agreement to increase the Work to include the supply, installation, and maintenance of additional toll collection lanes, software developments and equipment.

Contract Term

The initial term of the contract includes Phase I implementation and Phase II. Phase I is defined by the schedule in Attachment D and is expected to last twelve (12) months from the date of Notice to Proceed (NTP) to the date of Go-Live. Phase II is to last for a period of five (5) years from the date of Go-Live. PRIB shall have one (1) five (5) year option to renew, which option shall be exercisable at the sole discretion of PRIB.

Work Segment 1 – Integration

The Integration phase of the scope involves the development, design, acquisition, testing and acceptance of the entire TCS. The TCS includes:

- A fully functional back office and customer relationship management system with the following features:
 - Transaction Processing
 - Customer Service Center Interface (PRIB Staff)
 - External Customer Service Portal (PRIB Customers)
 - Inventory Management of AVI Tags and Equipment
 - Payment Processing (Cash, MXN, Check, Money Order, Credit Cards and ACH)
 - Notification Management System (Email notifications to customers)
 - Document Management System
 - Accounting and Finance Modules
 - Operational Reports
 - Training of PRIB Staff
 - Management Internal Control and Auditing Tools
 - CSC Employee Cash Box Reporting and Tracking
 - Internal Controls and Tracking Financial Payments in Lane, CSC and External Web
 - 100% Vehicle and Financial Transaction Reconciliation Reports

Pharr-Reynosa International Bridge Toll Collection System

- Merchant Card Services with Tokenization to Maximize PCI Compliance
- Four (4) fully equipped electronic tolling lanes
 - Automatic Vehicle Detection (AVD)
 - Readers and Antennas
 - Lane Controllers
 - Project Host Server (PHS)
 - Database Management System (DBMS)
 - Secure roadside cabinets or enclosures that are not otherwise provided
 - Spare parts
 - Data connectivity to each Toll Point
 - System interfaces, including an interface to CCRMA's PHS for reconciliation and BOS processing
 - Design documentation, permits, certification and licenses required for installation activities
 - Removal of existing equipment not used as part of the new TCS (at discretion of PRIB)

CCRMA shall furnish all hardware; cables and connections; software; interfaces; installation; integration; testing; labor; personnel; transportation; materials; storage; tools; supplies; permits; licenses; equipment; and any other services, equipment, or materials necessary to supply fully functional TCS in accordance with the requirements of the Agreement. CCRMA shall be responsible for all traffic control activities for the duration of this Work Segment. Integration will be performed in a manner to allow continuous operation for the PRIB with minimal downtime. The PRIB will assist the CCRMA with any coordination with Federal and State agencies required during integration.

The Integration involves an entirely new toll collection system which will not include the migration of data from the prior toll system into the new system. PRIB will work with prior toll system provider TRMI in order to properly secure desired data from the current system to archive in a manner that is accessible to PRIB. CCRMA will provide a customer transition plan which will include the early implementation of key customers in the new system, AVI distribution planning, and customer awareness campaign to reduce operational impacts of system transition.

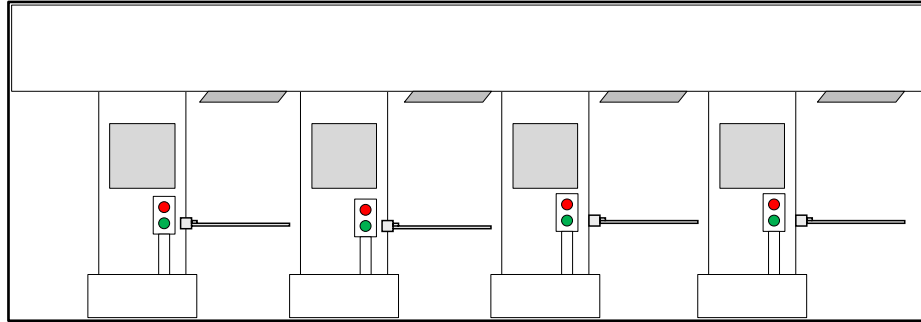
Work Segment 2 – Maintenance

After the Tolling Commencement / Open to Traffic Milestone and upon NTP2, the CCRMA shall provide warranty and maintenance services for all hardware and software delivered under this procurement for a period of five (5) years with the option to renew for an additional period of five (5) years in accordance with the requirements of the Agreement. The warranty provided on all equipment will be in line with the equipment manufacturer warranty to cover a period of minimum one (1) year or longer if available. Once the warranty period has expired any new equipment required or desired by the PRIB will be purchased at cost by the PRIB through the assistance of the CCRMA at the current available market prices.

Pharr-Reynosa International Bridge Toll Collection System

Configuration

CCRMA shall deliver a TCS that meets the configuration parameters reflected in Figure below. *Note that Figure is not to scale.* The scope of work will provide four (4) fully functional toll collection lanes. The PRIB may at its sole discretion request for the CCRMA to provide additional toll collection lanes at the time of integration or in the future. At the time of the request CCRMA will provide the cost for the additional services.



Systems Architecture

CCRMA is responsible for providing a TCS capable of transmitting transaction data to a Back Office System (BOS) managed and operated by CCRMA through an integrated interface. CCRMA will utilize existing BOS Interface Control Document (ICD) during the design and development phase in order to receive Tag Validation Lists and send Transaction files.

Project Management

CCRMA shall provide overall project management and support in conformance with the requirements of the Agreement for the following:

Pharr-Reynosa International Bridge Toll Collection System

- Schedule management
- Project status meeting participation and documentation
- Project coordination with the City of Pharr, their consultants, and any third parties as applicable
- Risk Management
- Quality Management
- Progress Reporting
- Change Management
- Document Control
- Development of system manuals and training materials
- Administration of deliverable review and approval processes
- System Design Documentation
- System configuration verification and requirements traceability

Design and Development

CCRMA shall design and develop the TCS to meet or exceed all requirements set forth in the Agreement. CCRMA shall coordinate with PRIB and its designees during the design process prior to system development to modify the business rules for PRIB desired outcomes.

System Detailed Design Document (SDD)

The SDD describes the design specifications of all hardware, software and communications to be provided by the CCRMA to meet the requirements on the TCS. Hardware design should describe all hardware specifications including appropriate diagrams and facility layouts. Software design should describe the module and/or process level.

The SDD shall include the following:

- The specification sheets for all equipment including full hardware manual set for all COTS hardware;
- Full software manual set for all COTS software;
- Computer sizing and design details;
- Description of all third party software;
- System, subsystem and module level descriptions and interaction between modules;
- The requirements for all peripheral device interfaces;
- Reporting;
- High Level Process descriptions and data flow diagrams;
- Performance and reliability specifications;

Pharr-Reynosa International Bridge Toll Collection System

- Description of system diagnostics, status monitoring and error handling;
- Description of redundancy and failover processes;
- Interface Control Documents (ICDs);
- Design for user interfaces including menus and screens;
- Data dictionary;
- Database design and entity relationship modeling;
- Data integrity assurance plan;
- Security handling including Payment Card Industry (PCI) compliance;
- Data Communications Diagram.

Testing

In accordance with the requirements of the Agreement, the CCRMA shall provide a complete Master Test Plan and perform all TCS testing activities. In addition to any other criteria specified by PRIB, test plans, procedure and parameters shall be approved by PRIB prior to commencing TCS testing.

CCRMA shall maintain test environments as needed to ensure that PRIB's configurations are matched exactly during every phase of development, installation and testing.

The following test phases shall be performed in conjunction with and witnessed by PRIB staff and/or designees, unless otherwise determined by PRIB:

- **Factory Acceptance Test (FAT)**, demonstrated at Contractor's test facility in a factory environment with hardware and software representative of the final system, including simulated transaction volumes to represent the expected real-world load on the system.
- **Systems Integration Test (SIT)**, demonstrated onsite with hardware and software to be used with completed TCS using simulated data to provide confidence the system is capable of integrating with all required interfaces accurately and reliably.
- **Site Acceptance Test (SAT)**, demonstrated onsite with hardware and software to be used with the completed TCS and representative of all functionality required for full operation.

Upon successful completion of SAT, the CCRMA will make final preparations for TCS Commissioning, including resolution of any critical defects.

Pharr-Reynosa International Bridge Toll Collection System

Once PRIB and the CCRMA have agreed the system is fully prepared for Commissioning and all critical defects have been resolved to the satisfaction of PRIB, a Commissioning date and time will be determined.

- Operations Test will be conducted for a period of no less than sixty (60) days after Commissioning. During this time, the system will be observed for accuracy, performance and reliability.

Final Project Acceptance for the PRIB TCS will be given upon successful completion of required tests, closure of all software and hardware defects, completion and submission of all required documents, and meeting of other conditions as specified in the Agreement.

Maintenance

CCRMA will provide hardware, software, and other maintenance service for the PRIB TCS.

CCRMA will be responsible for all PRIB TCS software maintenance including the following:

- Operating systems;
- Databases;
- Application software;
- Third party software; and
- Configuration management and software version control.

CCRMA will provide maintenance services 24 hours a day, 7 days a week for all days in the year. Maintenance services may be provided on-site or off-site as long as the performance requirements described in the Agreement are met.

Any maintenance activities that will directly affect toll collection, customer service, or toll operations must be reported to CCRMA in prompt manner to address the issue properly.

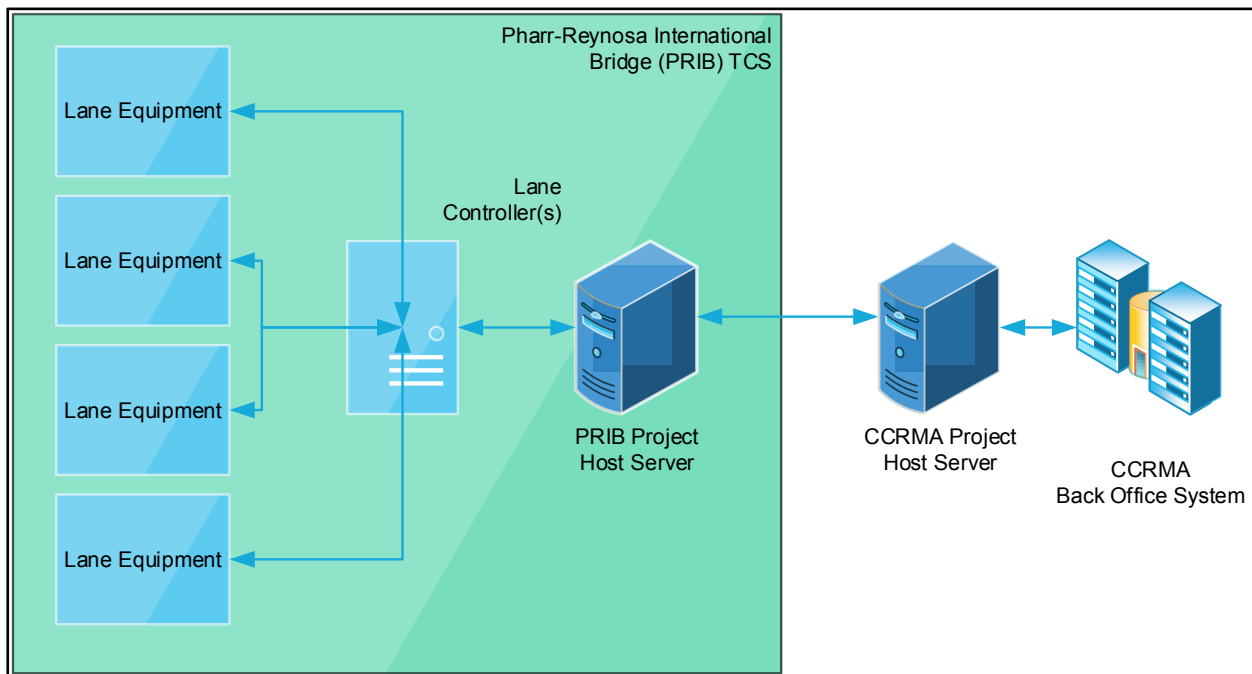
Preventative and Onsite Maintenance

CCRMA will provide staff for preventative and onsite maintenance support. Preventative maintenance will be scheduled on a monthly basis onsite. Additional maintenance activities will be scheduled as required in order to maintain performance requirements. Maintenance activities that require the acquisition of new toll equipment parts or software improvements, the CCRMA will bring to the attention of PRIB with cost proposals for decision making.

System Architecture

CCRMA shall implement a TCS from the PRIB Lanes including required interfaces as shown in Figure 7 below. PRIB will be responsible for network capabilities in order to provide system connectivity within the PRIB facilities in order to interface with CCRMA BOS. VPN access will be required in order to provide access to other PRIB facilities and City of Pharr personnel.

Figure 4: PRIB System Architecture Overview



System Transition and Customer Awareness Campaign

CCRMA understands the transition to a new system can often provide temporary inconvenience as customers and staff become familiar with the new system. CCRMA will provide PRIB with a plan to help minimize the impacts of the transition of operations. The plan would consist of some of the following:

- Early Customer Setup for Commercial AVI Customers – Setup key commercial clients on the system and provide assistance for external web access. New system allows mass upload of commercial client fleet of vehicles through import of excel using custom template.
- Early AVI Tag Distribution – Goal to provide tags to key commercial clients prior to going live to avoid any interruptions with crossings.

Pharr-Reynosa International Bridge Toll Collection System

- Educational Marketing Material – Develop a marketing campaign promoting the benefits of the new system and added convenience options for customers. Marketing material will provide details in a timely manner to provide PRIB customers time to prepare operations. Campaign will be used to target key industries, areas, and attract current and new business to PRIB. All material developed will not be released without prior approval of PRIB.



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Comments Other Responsibility/Information
PRIB TOLL COLLECTION SYSTEM	1	2	3	1	2	3	
TCS Implementation Schedule	B	B	B	A	A	A	CCRMA will manage implementation schedule and provide monthly updates on project progress
TCS Procurement of Materials/Equipment	C	C	C	A	A	A	CCRMA will manage the order of the necessary equipment and will require Pharr approval prior to purchase
Lane System Development and Design,	C	C	C	A	A	A	CCRMA will develop and design required TCS layout using existing infrastructure to avoid additional improvements
Database management systems, Host Server, system interface with CCRMA BOS	D	D	B	A	A	A	CCRMA will provide all management oversight to ensure installation and development of system interfaces. PRIB will assist with network connection into CSC from host server
Back Office System Design, Development, and Customization	B	D	C	A	A	A	CCRMA will customize the Back Office System to match PRIB Business Rules. PRIB will assist in reviewing and confirming Rules align with desired features



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Comments Other Responsibility/Information
Customer External Interface/Website Access. Domain management, Website customization	B	B	C	A	A	A	PRIB will provide desired domain for Customer External Web access. PRIB will also provide comments on website customization. CCRMA will develop and design all customer features required for BOS
Merchant Card Services for BOS	D	D	C	A	A	A	CCRMA will provide the interface for Merchant Card Services for the PRIB BOS. PRIB will provide coordination with Bank Account information for CC and ACH payments to flow
Network access and VPN tunnel for PRIB Facilities	A	A	A	B	B	B	PRIB will provide direct oversight and implementation to develop VPN tunnel with current network provider to facilitate access from CCRMA BOS to PRIB Facilities. CCRMA will support and coordinate all details required to connect to other side of



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Comments Other Responsibility/Information
							tunnel
Customer correspondence development and design. The new system will provide various communication through email correspondence	B	B	B	A	A	A	CCRMA will provide templates for all customer communications coming from the PRIB System. PRIB will provide comments and feedback on design and customization of wording.
Utilities required for integration at PRIB facilities	A	A	A	B	B	B	CCRMA will coordinate with PRIB for connection of utilities for system
Federal and State agency coordination if any required during installation	A	A	A	B	B	B	PRIB to lead coordination if any required with Federal US/Mex agencies during installation
PRIB Staff Training	B	B	B	A	A	A	CCRMA to provide training for all PRIB Staff who will be accessing the system. Training and reference manuals included
System integration Testing, Factory Acceptance Testing, and Site Acceptance Testing	B	B	B	A	A	A	CCRMA will manage all required testing and provide reporting to PRIB on results.
Permits, certifications, and licenses	C	D	B	A	A	A	CCRMA will provide all details required for



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Comments Other Responsibility/Information
required for installation activities and operations							permits and coordinate with PRIB in obtainment of permits and licenses for TCS operations
Customer Awareness Campaign and Transition Planning	B	B	B	A	A	A	CCRMA will develop plan and coordinate with PRIB for execution of plan to reduce operational impacts caused by transition
Remote Maintenance and system monitoring	C	C	C	A	A	A	CCRMA will provide remote maintenance monitoring
Preventative Maintenance onsite	C	C	C	A	A	A	CCRMA will provide onsite preventative maintenance and support on a monthly basis or as needed.
Local Maintenance 24/7 Support	C	C	C	A	A	A	CCRMA will provide maintenance support on call 24/7.
24/7 System Maintenance Support	C	C	C	A	A	A	CCRMA provides 24/7 maintenance support on system.
Storage of Spare Equipment Parts	A	A	A	B	B	B	PRIB will provide facilities for storage of equipment spares for TCS



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

**PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM
ALLOCATION OF RESPONSIBILITY**

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

OTHER

Pharr-Reynosa International Bridge Toll Collection System

PRIB Toll Collection System - Cost Schedule

Pricing Component	Price
Work Segment 1 - Integration	
HW - Materials and Equipment	\$ 356,500
System Requirements Development, Design, and Documentation	\$ 682,000
System Integration Testing and Installation	\$ 387,500
Project Management	\$ 124,000
Total Cost *	\$ 1,550,000
<i>* total cost subject to change on final prices from procurement and PRIB discretion of additional lanes and equipment</i>	
Work Segment 2 - Maintenance *	
<i>* total cost subject to change on final prices from procurement and PRIB discretion of additional lanes and equipment. Cost escalates at 2% annually</i>	
1st Maintenance and Warranty Period	\$8,000 monthly
2nd Maintenance Period	\$8,160 monthly
3rd Maintenance Period	\$8,323 monthly
4th Maintenance Period	\$8,490 monthly
5th Maintenance Period	\$8,660 monthly



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.G.

DATE SUBMITTED: June 1, 2017

MEETING DATE: June 5, 2017

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on Professional Service Agreement and Lobbying Services to remodel and reconfigure a third lane that will allow the access of empty trucks and passenger vehicles from the highway to the toll station/CAPUFE.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On May 31, 2017, the Bridge Board approved the Professional Agreement and Lobbying Services to remodel and reconfigure a third lane that will allow the access of empty trucks and passenger vehicles from the highway to the toll station/CAPUFE.

Financial Consideration: \$70,000

Staff Recommendation: Authorization to enter into a Professional Service Agreement and Lobbying Services to remodel and reconfigure a third lane that will allow the access of empty trucks and passenger vehicles from highway to toll station/CAPUFE.

Alternatives:

ROUTING:

Vanessa Guzman

Luis Bazan

Karla Moya

Created/Initiated - 06/01/2017

Approved - 06/01/2017

Approved - 06/01/2017

Patricia Rigney
City Management Office

Approved - 06/02/2017
Final Approval - 06/02/2017

CITY OF PHARR

PROFESSIONAL INFRASTRUCTURE SERVICES AGREEMENT

BORDER INFRASTRUCTURE CONSULTING, L.L.C.

WHEREAS, the City of Pharr, Texas (City) desires to maintain its rising financial and economic influx; and

WHEREAS, the City has created and established the Pharr-Reynosa International Toll Bridge; and

WHEREAS, the City has maintained open communication and a positive working relationship with Mexico and its officials throughout the years; and

WHEREAS, the City deems it necessary to have a voice that will continue to market, through a consultant, the City and its international bridge for years to come and make improvements to infrastructure on both the Pharr and Mexican side of the international bridge by continuing to negotiate with Mexican officials.

This Agreement is entered into by the City of Pharr, Texas (City) represented by Ambrosio “Amos” Hernandez in his capacity as Mayor of the City of Pharr, Texas , and the Border Infrastructure Consulting LLC (Consultant) represented by Rogelio De Leon in his capacity as President of the Border Infrastructure Consulting LLC . The Consultant, in consideration for the compensation herein provided,

The Consultant, in consideration for the compensation herein provided, shall the parties agree that Consultant shall provide its corporate formation filings pertaining to the terms of this agreement and amendments thereto, as well as, any resolutions and minutes authorizing approval of the terms and conditions contained within this agreement. Consultant further agree to render the following professional services:

1. SERVICES. The Consultant shall perform all the activities and comply with his obligations for the development of the services described in the Exhibit “A” and Exhibit “B”. On the Exhibit “A” the parties may identify the characteristics of the assigned project and its delivery conditions which

shall adhere according to the timeline described in the Exhibit "B" which contains a description of the tasks that will be performed by the Consultant according to the City's desires and objectives. Consultant shall further provide written reports to the governing body and City administration on a bi-monthly basis of all services, support, and other activity. Consultant shall ensure that any written reports ensure confidentiality and prevent disclosure of exempt information as allowed by applicable laws.

2. PERSONNEL. The Consultant agrees that all personnel used by Consultant shall be deemed employees or sub-consultants of Consultant and will not be considered employees, agents or sub-consultants of the City for any purpose whatsoever. Consultant assumes full responsibility for the actions of all such personnel while performing Services and for the payment of their compensation (including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved. Notwithstanding and without in any way limiting any terms and conditions set forth in this agreement, all sub-consultants of Consultant shall be deemed to have made all of the representations and warranties of Consultant set forth herein and shall be subject to any and all obligations of Consultant hereunder, and, if requested by the Institute, Consultant shall obtain from each sub-consultant its written consent to and acknowledgment of the terms of this agreement. Consultant shall be responsible for any breach by any sub-consultant of any representations, warranties or obligations set forth in this agreement.

3. COMPENSATION AND PAYMENT. (a) The City shall pay to the Consultant the amount of the \$70,000.00 USD for the performance of lobbying services related the Lobbying Infrastructure Project ***(Temporary remodeling and reconfiguration of a third northbound lane that will allow the access of empty trucks and passenger vehicles from the main highway to the Aduana).***

Both parties agree that total fees of the Consultant for the above-mentioned project will be \$ 70,000.00 USD. The Consultant understands that there is no reimbursement of travel expenses, office supplies, and any other extraordinary expenses which the Consultant will incur at any business trip to the City of Victoria, Tamaulipas, Mexico. In the case of the City requires extraordinary services from the Consultant, both parties agree that shall be agreed if the terms of this agreement are amended in writing accordingly.

(b) The Consultant agrees to utilize the City resources in obtaining travel arrangements, prior to scheduling and expenditure, if practicable. The City shall use act in accordance with accepted standards and rates from the state comptroller and related federal agencies.

4. ADDITIONAL DUTIES. Any additional duties required of the Consultant shall be subject to approval of the City's governing body, and upon written amendment of this agreement.

5. TERM AND TERMINATION OF THE CONTRACT. The term of this Agreement shall commence on the 1st day of June of 2017 and shall expire on the 15th day of July of 2017. Also, any party to this agreement can terminate this agreement for any reason or for no reason upon forty five (45) days written notice to the other party. This agreement can also be terminated upon mutual consent of both parties, prior written notice.

6. RENEWAL OF CONTRACT. Upon the expiration of this contract, the contract may be renewed only with the consent of the City's Board of Commissioners.

7. HOLD HARMLESS AND INDEMNIFICATION. The Consultant agrees to protect, defend, hold harmless and indemnify the City, any member of its departments, Board of Commissioners, its officers, employees and agents, from and against any and all claims, actions, liabilities, costs, attorneys' fees, judgment, liens, court orders, and damages brought by third parties.

8. INDEPENDENT CONTRACTOR / NONDISCLOSURE. The parties stipulate and agree that: (a) Consultant shall be an independent contractor for all purposes under this Agreement, and as such, no part of Consultant's work-product, methods, or process provided to City shall be directed or controlled by City; (b) Consultant is not prohibited from providing services to any other

entity or person that are not in conflict with the interests of Pharr and its corporations and departments; (c) Consultant will provide its own equipment, supplies, and necessities to perform under this agreement; (d) Consultant acknowledges and agrees that it may be personally liable for self-employment taxation; (e) Consultant is not entitled to any benefits as may be applicable to the personnel of the City; (f) Consultant further agrees and stipulates that neither ir nor any agent, employee, or representative shall disclose or share any information or materials obtained from City or in furtherance of this agreement with any person or third-party including but not limited to any other domestic or foreign municipality unless authorized by City.

9. NON-ASSIGNMENT. This agreement and the terms and conditions hereof shall not be assigned or subcontracted by either party without written amendment thereof.

10. CONSOLIDATION. This document is intended by the parties as the final, merged, and bonding expression of their agreement and is a complete and explosive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representation, undestandings, or agreements have been made or relied upon in the making of this agreement, other than those specifically set forth herein.

The parties hereto execute this Agreement on this _____ day of June, 2017.

Ambrosio "Amos" Hernandez
Mayor
City of Pharr, Texas

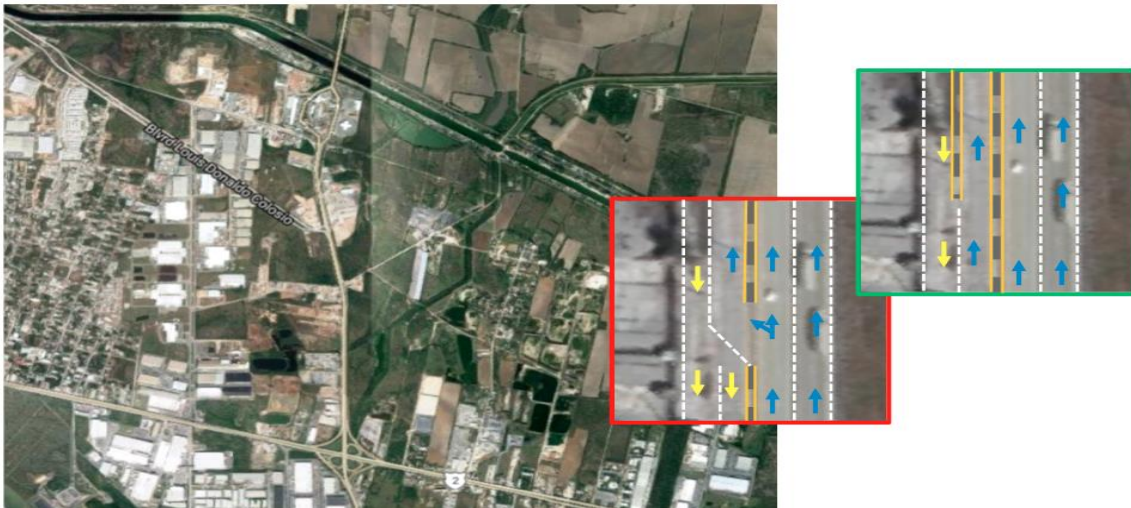
Rogelio de Leon
President
Border Infrastructure Consulting LLC

EXHIBIT "A"

DELIVERABLES RENDERING - INFRASTRUCTURE LOBBYING SERVICES



PROYECCIÓN DE CARRIL EN CAMINO DE ACCESO AL PUENTE INT. REYNOSA - PHARR



PROPUESTA

Y TRANSPORTES

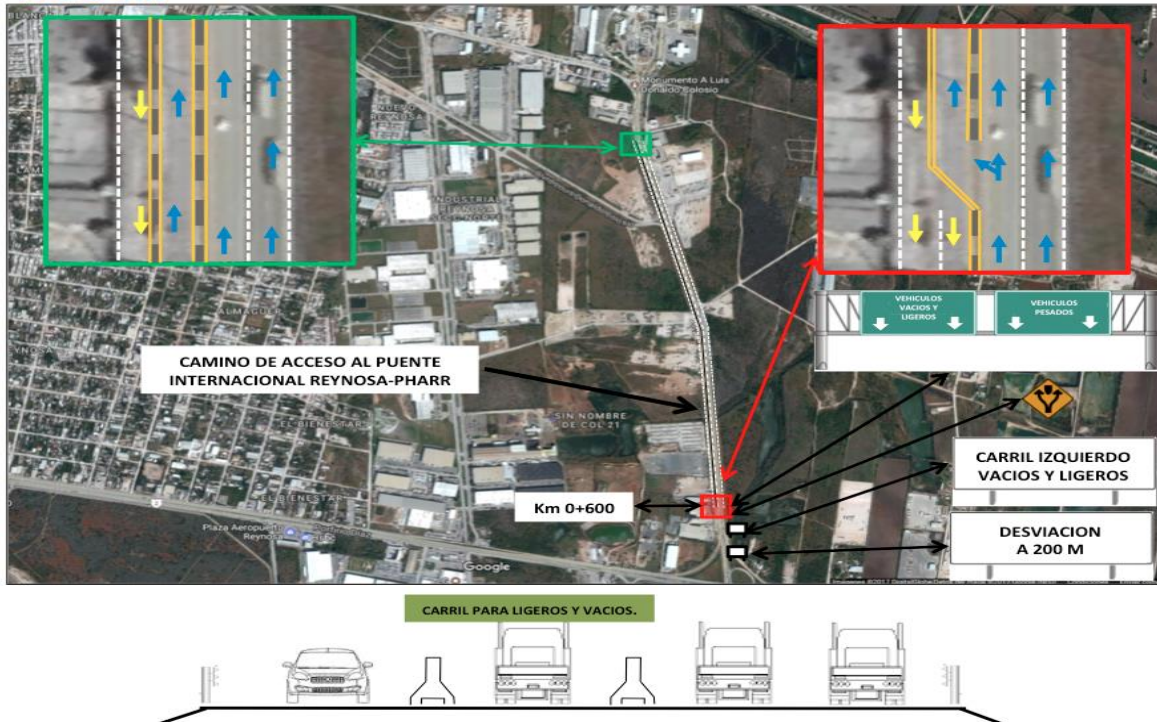


EXHIBIT "B"

TIMELINE / INFRASTRUCTURE LOBBYING SERVICES

PROGRAM SCHEDULE

TOTAL EXECUTION PROJECT (45 DAYS)

PHASE 1

- Construction of a frontage road surface
- Central barrier re-alignment, according to project design.
Includes equipment

SUB TOTAL EXECUTION (15 DAYS)

\$ 30,000.00

PHASE 2

ROAD SIGNS

- Informative Signals: SIR-6 of 86x300 cm. Includes supply and installation.
- Guide Signals: SID-15 of 13.50 m with two signs. Includes supply and installation.
- Warning Signals: SP-38 divided road, of 86x86cm. Includes supply and installation.
- Crash Cushion system, includes supply and installation.

ROAD STRIPING / PAVEMENT MARKING

- Yellow reflective road buttons. Includes supply and installation.

- Yellow reflective raised pavement markers. Includes supply and installation.
 - Thermoplastic road paint, continuous line in yellow. Includes supply and installation.
 - Thermoplastic road paint, direction arrows in white. Includes supply and installation.
- SUB TOTAL EXECUTION (15 DAYS) \$ 20,000.00**

PHASE 3

ACCESS TO MEXICO CUSTOMS ("ADUANA")

1. Topographic survey of existing conditions in the 2.0 km of the Access Road to Pharr-Reynosa International Bridge, in Reynosa, Tam, México.
2. Design and blue prints for new aligning, creating three lanes northbound and one lane southbound, taking into consideration transition areas according to the "Secretaría de Comunicaciones y Transportes" norms.
3. Design Road Sign plan and specifications, according to the "Secretaría de Comunicaciones y Transportes" norms.
3. Material Quantification and budget estimate.

SUB TOTAL EXECUTION (15 DAYS) \$ 20,000.00

TOTAL PROJECT COST \$ 70,000.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.H.

DATE SUBMITTED: June 2, 2017

MEETING DATE: June 5, 2017

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on terminating contract with ING a.k.a. VOYA Financial for group deferred tax sheltered annuity and group deferred annuity contract.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In effort to consolidate tax sheltered annuity benefits into one company who focuses on building retirement security for local and state government employees only.

Financial Consideration: n/a

Staff Recommendation: Staff recommends termination of contact subject to legal review.

Alternatives:

ROUTING:

Anali Alanis
Anali Alanis
Patricia Rigney
City Management Office

Created/Initiated - 06/02/2017
Pending -

APPLICATION FOR GROUP DEFERRED TAX SHELTERED ANNUITY CONTRACT AND GROUP DEFERRED ANNUITY CONTRACT

ReliaStar Life Insurance Company (the "Company")

Home Office: Minneapolis, MN

A member of the ING family of companies

ING Customer Service Center: PO Box 5050, Minot, ND 58702-5050

Phone: 877-884-5050 Fax: 877-735-3761



Your future. Made easier.®

1. PLAN AND CONTRACT INFORMATION (Select one.)

All products and plan types may not be available in all states.

Place a check mark in the box corresponding to your product and plan type selection.

Product/Plan Type	403(b)	457
ING QuintaFlex Annuity		✓
ING Retirement Plus		✓
ING Premier 3 Annuity	N/A	✓
ING Premier Flex Annuity	N/A	
ING SingleSaver Annuity	N/A	✓
Other _____		

*Sandy
Here is
City of
Pharr*

2. GROUP CONTRACT HOLDER INFORMATION (Please print.)

Group Contract Holder Name City of Pharr TIN 74-6001875Street Address (required) 118 South Cage BoulevardCity Pharr State Tx ZIP 78577Name of Employee Benefit Plan (if applicable) City of Pharr 457 Plan

If the Group Contract Holder is applying for an Internal Revenue Code (IRC) §403(b) contract, the Group Contract Holder is a(n):

- ☐ 1. Public School; or
- ☐ 2. Organization described in IRC §501(c)(3) and exempt from tax under IRC §501(a).

If the Group Contract Holder is applying for an IRC §457 contract, the Group Contract holder is a(n):

- ☒ 1. State or Local Government; or
- ☐ 2. Organization described in IRC §501 and exempt from tax under IRC §501(a) (for select management and highly compensated employees); or
- ☐ 3. Other _____

3. STATE REQUIRED NOTICES

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

California Reg. 789.8: The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You or your agent may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

3. STATE REQUIRED NOTICES (continued)

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana, Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey: Any person who includes any false or misleading information on an application for an annuity is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Arkansas, Washington D.C., Hawaii, Maine, New Mexico, Oklahoma, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

4. CONTRACT HOLDER SIGNATURES AND AUTHORIZATIONS

The following individuals are authorized to sign on behalf of the Group Contract Holder.

Name (please print) Fred Sandoval
Position City manager
Signature [Signature] Date 2/24/11

Name (please print) David Garza
Position Assistant City Manager
Signature [Signature] Date 2/24/11

Name (please print) Joe Cantu
Position Director of Administrative Services
Signature [Signature] Date 2/24/11

5. AGENT SIGNATURE AND ACKNOWLEDGEMENT

Agent Name (please print) Rolando J. Guerra
Agent # FEC8955 State License # (FL only) _____
Agent Signature [Signature] Date 2/24/11
Signed at: City Edinburg State TX

NEW EMPLOYER RECORD

ReliaStar Life Insurance Company (the "Company")
 A member of the ING family of companies
 c/o ING Service Center, PO Box 5050, Minot, ND 58702-5050
 Home Office: Minneapolis, MN
 Phone: 877-884-5050



Welcome to ReliaStar Life Insurance Company! We appreciate your business. Our goal is to provide you with superior service. To assist us, please supply the information requested below.

A. EMPLOYER INFORMATION

Employer Name City of Pharr TIN 74-6001875
 Address 118 South Cage Boulevard City Pharr State TX ZIP 78577
 Contact Name Joe Cantu
 Phone (956) 702-5335 Fax (956) 783-1193

B. REMITTANCE INFORMATION

- Preference of Notice (Check one.):
☐ Receive a contribution notice to remit with payment. On which date(s) do you prefer us to mail your notice? _____
☒ Send your own printout with your payment.
- Frequency (Check one.):
☐ Quarterly ☒ Monthly ☐ Semi-Monthly ☐ Bi-Weekly ☐ Weekly
- Source of Remittance (Check one.):
☒ You ☐ A third party administrator (TPA) on your behalf. (Complete section C below.)

C. TPA/ADMINISTRATOR INFORMATION (If different from Employer named above.)

The name, address, and phone number of the administrator are required.

TPA/Administrator Name _____
 Contact Name _____ Phone _____
 Fax _____ E-mail Address _____

ReliaStar Life Insurance Company does not perform plan administrative services. The administrator is the person or organization responsible for IRS Reporting, Department of Labor filings, and similar activities. The Company relies upon information provided by the administrator named above, including oral or written instructions regarding administration of the employer's plan and payment of amounts held by the Company under a contract or certificate. The Company is entitled to rely on the information provided by the administrator to the same extent as if the information were provided by the employer.

D. CONTRACT INFORMATION (Check all that apply. At least one must be selected in each column.)

Source of Funds	Tax Qualification of Contributions
☒ Employee Pre-Tax Contributions: Pre-tax contributions you make through salary reduction on a voluntary basis.	☐ 403(b) "TSA": Tax-Sheltered Annuity
☐ Employee After-tax Contributions: Money that has already been taxed.	☐ Roth 403(b)
☐ Employer Contributions: Assets contributed by your employer to your pre-tax account on your behalf.	☒ 457 Deferred Comp: ☒ Governmental ☐ Non-Governmental
	☐ Traditional IRA: Individual Retirement Account
	☐ Roth IRA: Individual Retirement Account
	☐ Other (e.g. SEP, NQ, 401(k)): Please Explain

D. CONTRACT INFORMATION (Continued)

1. Your organization is (Check one.):

- ☐ A public school
☐ Other educational institution under state or local government
☐ A church or church organization
☐ For profit corporation
- ☐ Other non-profit, tax exempt 501(c)(3) organization
(Please submit IRS determination letter.)
☒ Other (Please specify) Governmental-Municipality

2. Your Plan is (Check one.):

- ☐ Subject to ERISA, as amended. Last date of plan year _____
☒ Exempt from ERISA. [NOTE: All government agencies or institutions are exempt from ERISA.]

3. Special Instructions for post-employment contribution plans: The Economic Growth & Tax Relief Reconciliation Act of 2001 allows employers to make employer contributions to a 403(b) plan for up to 5 full years after employees retire or sever employment. For each of those years, contributions are limited to the lesser of 100% of includible compensation (the amount earned in the last period that equals a full 12-month period of service minus any mandatory pre-tax contributions made by your employees to your other plan(s)) or \$40,000 (as indexed for inflation).

A. Contributions are being made for all eligible employees at (Check one.):

- ☐ The same dollar amount \$ _____ ☐ Varying dollar amounts

B. Date contributions will begin: _____

Post-retirement contributions must be remitted separately from elective deferrals. Please send a separate listing for any post-retirement contributions submitted.

For your convenience, we will send a self-addressed envelope to you if you have requested a contribution notice. Your signature verifies that the above information is accurate. If this information changes, please notify ReliaStar Life Insurance Company immediately. For your records our Tax ID Number (TIN) is 410451140. If you have any questions, call 1-877-884-5050.

E. CO-RESPONSIBILITIES OF PLAN SPONSOR AND RELIASTAR LIFE INSURANCE COMPANY - INFORMATION SHARING

Plan Sponsor acknowledges that the 403(b) Plan under which is funded by 403(b) annuity contract(s) issued by ReliaStar Life Insurance Company ("RLIC") permits contract exchanges and that RLIC's 403(b) annuity contract is available to receive both ongoing contributions and contract exchanges under the 403(b) Plan Information sharing as described in this section applies to any 403(b) annuity contract issued by RLIC on behalf of a Participant or Beneficiary (pursuant to sections 1.403(b)-(2)(b) (3) and (12) of the Final Treasury Regulations) pursuant to an exchange from a prior issuer's 403(b) contract as described in section 1.403(b)-10(b) of the Treasury Regulations under the Plan Sponsor's 403(b) Plan. Plan Sponsor and ReliaStar Life Insurance Company ("RLIC") agree to the following provisions; provided, however, that if RLIC and the Plan Sponsor or its designee have entered into a separate agreement that contains information sharing provisions, such separate agreement shall control in the event of any inconsistency with the language below:

- Plan Sponsor and RLIC agree to share with each other the following information from time to time:
 1. Information necessary for RLIC's 403(b) annuity contract, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the Participant or Beneficiary, to satisfy section 403(b), including information concerning the Participant's employment, if applicable, and information that takes into account the Participant or Beneficiary's other section 403(b) contracts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distributions restrictions in § 1.403(b)-6 of the Final Treasury Regulations and whether the hardship withdrawal rules of § 1.403(b)-6(d)(2) are satisfied).
 2. Information necessary for RLIC's annuity contract, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the same individual, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Internal Revenue Code section 72(p)(2) so that the loan is not a deemed distribution under section 72(p)(2)).
 3. Any other information required to comply with the applicable laws and regulations.
 4. Information sharing must begin NO LATER than January 1, 2009.
- The Plan Sponsor agrees to comply with the Final IRS 403(b) regulations which are generally effective January 1, 2009.
- The Plan Sponsor agrees to provide RLIC with a list of all issuers approved to issue 403(b) contracts to Participants or Beneficiaries under the 403(b) Plan and RLIC agrees to cooperate with respect to sharing information as described in this section. The Plan Sponsor agrees to identify RLIC as an approved Investment Provider and RLIC's contracts as available under the Plan to receive both ongoing contributions and contract exchanges in a written plan, no later than January 1, 2009 as required by the new 403(b) regulations.

E. CO-RESPONSIBILITIES OF PLAN SPONSOR AND RELIASTAR LIFE INSURANCE COMPANY – INFORMATION SHARING

(Continued)

- The Plan Sponsor agrees to partner with RLIC and other approved Providers and, and if applicable, any third party administrators to develop both procedures and agreements to share participant information, as required by the 403(b) regulations, including the information mentioned above, and any other information necessary to comply with the new 403(b) regulations.
- The Plan Sponsor agrees to establish a written plan that covers both required elements and any optional features and to amend the plan as may be necessary from time to time.
- The Plan Sponsor agrees to review any applicable state laws and local laws and collective bargaining agreements regarding any provisions about exchanges of Participant 403(b) accounts.
- RLIC agrees to request information regarding a prior 403(b) contract from the prior issuer at the time of an exchange into a 403(b) contract issued by RLIC and provide information to any successor issuer in any subsequent exchange transaction out RLIC's 403(b) annuity contract. In the absence of available information regarding all or any portion of a 403(b) contract, RLIC shall rely on the rules described in §1.403(b)-6(d)(3) of the Final Treasury Regulations.

F. SIGNATURE (Signature of person authorized to sign for Employer.)¹

Name (Please print.) Fred Sandoval Title (Please print.) City Manager
Signature [Signature] Date 2/24/11

G. PLAN ADMINISTRATOR SIGNATURE (Applies only if a plan document exists.)

Your Plan may be required to comply with certain provisions of the Internal Revenue Code of 1986 (the "Code") and its accompanying regulations as amended from time to time. By signing below, you acknowledge and agree on behalf of the Plan and the Plan participants to the following: (1) The Company and its affiliates shall have no fiduciary or other responsibility with respect to the administration of your Plan or the Plan's compliance with the Code or other applicable law; (2) The Company and its affiliates make no representations or warranties concerning whether its policies or certificates satisfy the Plan's requirements for Plan investments; (3) The Company does not by issuing such policies and certificates assume responsibility or control of Plan assets; and (4) you understand this disclaimer and that you agree to retain full responsibility for compliance with the Plan's requirements, the Code and other applicable law.

Plan Administrator Signature¹ _____ Date _____

¹If you are an authorized delegate of the Employer please provide appropriate supporting documentation.

APPLICATION FOR GROUP DEFERRED TAX SHELTERED ANNUITY CONTRACT AND GROUP DEFERRED ANNUITY CONTRACT

ReliaStar Life Insurance Company (the "Company")

A member of the ING family of companies

ING Customer Service Center: PO Box 5050, Minot, ND 58702-5050

Phone: 877-884-5050 Fax: 877-735-3761

1. PLAN AND CONTRACT INFORMATION (Select one.)

All products and plan types may not be available in all states.

Place a check mark in the box corresponding to your product and plan type selection.

Product/Plan Type	403(b)	457
QuintaFlex II	N/A	
ING Premier 3	N/A	
Other _____		

2. GROUP CONTRACT HOLDER INFORMATION (Please print.)

Group Contract Holder Name CITY OF PHARR TEXAS TIN 7460018751

Street Address (required) 118 SOUTH CAGE BLVD.

City Pharr State TX ZIP 78577

Name of Employee Benefit Plan (if applicable)

If the Group Contract Holder is applying for an Internal Revenue Code (IRC) §403(b) contract, the Group Contract Holder is a(n):

- ☐ 1. Public School, or
- ☐ 2. Organization described in IRC §501(c)(3) and exempt from tax under IRC §401(a).

If the Group Contract Holder is applying for an IRC §457 contract, the Group Contract holder is a(n):

- ☒ 1. State or Local Government; or
- ☐ 2. Organization described in IRC §501 and exempt from tax under IRC §501(a) (for select management and highly compensated employees); or
- ☐ 3. Other _____

3. IMPORTANT NOTICES

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Alaska: Information provided by the applicant are representations and not warranties.

If you need additional information regarding the benefits and provisions within this contract, please submit a written request to ING Customer Service Center, PO Box 5050, Minot, ND, 58702. Upon receipt of your request, we will provide you with the requested information within 10 days.

California Reg. 789.8: The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You or your agent may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

3. IMPORTANT NOTICES (continued)

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana, New Mexico, and Rhode Island: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Hampshire: The federal Defense of Marriage Act states that neither civil union partners nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same gender married couple. For information regarding federal tax laws, please consult a tax adviser.

New Jersey: Any person who includes any false or misleading information on an application for an annuity is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia, Washington: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Washington, DC: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Arkansas, Hawaii, Maine, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

4. CONTRACT HOLDER SIGNATURES AND AUTHORIZATIONS

The following individuals are authorized to sign on behalf of the Group Contract Holder.

Name (please print) JUAN GUERRA

Position CHIEF FINANCIAL OFFICER

Signature [Signature] Date 8/14/13

Name (please print) _____

Position _____

Signature _____ Date _____

Name (please print) _____

Position _____

Signature _____ Date _____

5. AGENT SIGNATURE AND ACKNOWLEDGEMENT

Agent Name (please print) ROMEO CUELLAN

Agent # FB15676 State License # (FL only) _____

Agent Signature [Signature] Date 8/14/13

Signed at: City PHARR State TEXAS



Annuities

NEW EMPLOYER RECORD

ReliaStar Life Insurance Company (the "Company")
 A member of the ING family of companies
 c/o ING Service Center, PO Box 5050, Minot, ND 58702-5050
 Home Office: Minneapolis, MN
 Phone: 877-884-5050



Your future. Made easier.®

Welcome to ReliaStar Life Insurance Company! We appreciate your business. Our goal is to provide you with superior service. To assist us, please supply the information requested below.

A. EMPLOYER INFORMATION

Employer Name City of Pharr TIN 74-6001875
 Address 118 South Cage Boulevard City Pharr State TX ZIP 78577
 Contact Name Joe Cantu
 Phone (956) 702-5335 Fax (956) 283-1193

B. REMITTANCE INFORMATION

- Preference of Notice (Check one.):
☐ Receive a contribution notice to remit with payment. On which date(s) do you prefer us to mail your notice? _____
☒ Send your own printout with your payment.
- Frequency (Check one.):
☐ Quarterly ☒ Monthly ☐ Semi-Monthly ☐ Bi-Weekly ☐ Weekly
- Source of Remittance (Check one.):
☒ You ☐ A third party administrator (TPA) on your behalf. (Complete section C below.)

C. TPA/ADMINISTRATOR INFORMATION (If different from Employer named above.)

The name, address, and phone number of the administrator are required.

TPA/Administrator Name _____
 Contact Name _____ Phone _____
 Fax _____ E-mail Address _____

ReliaStar Life Insurance Company does not perform plan administrative services. **The administrator is the person or organization responsible for IRS Reporting, Department of Labor filings, and similar activities.** The Company relies upon information provided by the administrator named above, including oral or written instructions regarding administration of the employer's plan and payment of amounts held by the Company under a contract or certificate. The Company is entitled to rely on the information provided by the administrator to the same extent as if the information were provided by the employer.

D. CONTRACT INFORMATION (Check all that apply. At least one must be selected in each column.)

Source of Funds		Tax Qualification of Contributions	
☒	Employee Pre-Tax Contributions: Pre-tax contributions you make through salary reduction on a voluntary basis.	☐	403(b) "TSA": Tax-Sheltered Annuity
☐	Employee After-tax Contributions: Money that has already been taxed.	☐	Roth 403(b)
☐	Employer Contributions: Assets contributed by your employer to your pre-tax account on your behalf.	☒	457 Deferred Comp: ☒ Governmental ☐ Non-Governmental
		☐	Traditional IRA: Individual Retirement Account
		☐	Roth IRA: Individual Retirement Account
		☐	Other (e.g. SEP, NQ, 401(k)): Please Explain

15396

Page 1 of 3 - Incomplete without all pages.

Order # 119375 10/13/2010
TM: ERSETUPCH

D. CONTRACT INFORMATION (Continued)

1. Your organization is (Check one.):

- ☐ A public school
☐ Other educational institution under state or local government
☐ A church or church organization
☐ For profit corporation

☐ Other non-profit, tax exempt 501(c)(3) organization
 (Please submit IRS determination letter.)

☒ Other (Please specify) Governmental - Municipal

2. Your Plan is (Check one.):

- ☐ Subject to ERISA, as amended. Last date of plan year _____
☒ Exempt from ERISA. [NOTE: All government agencies or institutions are exempt from ERISA.]

3. Special Instructions for post-employment contribution plans: The Economic Growth & Tax Relief Reconciliation Act of 2001 allows employers to make employer contributions to a 403(b) plan for up to 5 full years after employees retire or sever employment. For each of those years, contributions are limited to the lesser of 100% of includible compensation (the amount earned in the last period that equals a full 12-month period of service minus any mandatory pre-tax contributions made by your employees to your other plan(s)) or \$40,000 (as indexed for inflation).

A. Contributions are being made for all eligible employees at (Check one.):

- ☐ The same dollar amount \$ _____ ☐ Varying dollar amounts

B. Date contributions will begin: _____

Post-retirement contributions must be remitted separately from elective deferrals. Please send a separate listing for any post-retirement contributions submitted.

For your convenience, we will send a self-addressed envelope to you if you have requested a contribution notice. Your signature verifies that the above information is accurate. If this information changes, please notify ReliaStar Life Insurance Company immediately. For your records our Tax ID Number (TIN) is 410451140. If you have any questions, call 1-877-884-5050.

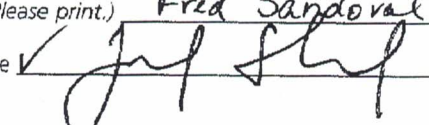
E. CO-RESPONSIBILITIES OF PLAN SPONSOR AND RELIASTAR LIFE INSURANCE COMPANY - INFORMATION SHARING

Plan Sponsor acknowledges that the 403(b) Plan under which is funded by 403(b) annuity contract(s) issued by ReliaStar Life Insurance Company ("RLIC") permits contract exchanges and that RLIC's 403(b) annuity contract is available to receive both ongoing contributions and contract exchanges under the 403(b) Plan Information sharing as described in this section applies to any 403(b) annuity contract issued by RLIC on behalf of a Participant or Beneficiary (pursuant to sections 1.403(b)-(2)(b) (3) and (12) of the Final Treasury Regulations) pursuant to an exchange from a prior issuer's 403(b) contract as described in section 1.403(b)-10(b) of the Treasury Regulations under the Plan Sponsor's 403(b) Plan. Plan Sponsor and ReliaStar Life Insurance Company ("RLIC") agree to the following provisions; provided, however, that if RLIC and the Plan Sponsor or its designee have entered into a separate agreement that contains information sharing provisions, such separate agreement shall control in the event of any inconsistency with the language below.

- Plan Sponsor and RLIC agree to share with each other the following information from time to time:
 1. Information necessary for RLIC's 403(b) annuity contract, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the Participant or Beneficiary, to satisfy section 403(b), including information concerning the Participant's employment, if applicable, and information that takes into account the Participant or Beneficiary's other section 403(b) contracts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distributions restrictions in § 1.403(b)-6 of the Final Treasury Regulations and whether the hardship withdrawal rules of § 1.403(b)-6(d)(2) are satisfied).
 2. Information necessary for RLIC's annuity contract, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the same individual, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Internal Revenue Code section 72(p)(2) so that the loan is not a deemed distribution under section 72(p)(2)).
 3. Any other information required to comply with the applicable laws and regulations.
 4. Information sharing must begin NO LATER than January 1, 2009.
- The Plan Sponsor agrees to comply with the Final IRS 403(b) regulations which are generally effective January 1, 2009.
- The Plan Sponsor agrees to provide RLIC with a list of all issuers approved to issue 403(b) contracts to Participants or Beneficiaries under the 403(b) Plan and RLIC agrees to cooperate with respect to sharing information as described in this section. The Plan Sponsor agrees to identify RLIC as an approved Investment Provider and RLIC's contracts as available under the Plan to receive both ongoing contributions and contract exchanges in a written plan, no later than January 1, 2009 as required by the new 403(b) regulations.

E. CO-RESPONSIBILITIES OF PLAN SPONSOR AND RELIATAR LIFE INSURANCE COMPANY – INFORMATION SHARING
(Continued)

- The Plan Sponsor agrees to partner with RLIC and other approved Providers and, and if applicable, any third party administrators to develop both procedures and agreements to share participant information, as required by the 403(b) regulations, including the information mentioned above, and any other information necessary to comply with the new 403(b) regulations.
- The Plan Sponsor agrees to establish a written plan that covers both required elements and any optional features and to amend the plan as may be necessary from time to time.
- The Plan Sponsor agrees to review any applicable state laws and local laws and collective bargaining agreements regarding any provisions about exchanges of Participant 403(b) accounts.
- RLIC agrees to request information regarding a prior 403(b) contract from the prior issuer at the time of an exchange into a 403(b) contract issued by RLIC and provide information to any successor issuer in any subsequent exchange transaction out RLIC's 403(b) annuity contract. In the absence of available information regarding all or any portion of a 403(b) contract, RLIC shall rely on the rules described in §1.403(b)-6(d)(3) of the Final Treasury Regulations.

F. SIGNATURE (Signature of person authorized to sign for Employer.)¹Name (Please print.) Fred Sandoval Title (Please print.) City ManagerSignature  Date 2/24/11**G. PLAN ADMINISTRATOR SIGNATURE** (Applies only if a plan document exists.)

Your Plan may be required to comply with certain provisions of the Internal Revenue Code of 1986 (the "Code") and its accompanying regulations as amended from time to time. By signing below, you acknowledge and agree on behalf of the Plan and the Plan participants to the following: (1) The Company and its affiliates shall have no fiduciary or other responsibility with respect to the administration of your Plan or the Plan's compliance with the Code or other applicable law; (2) The Company and its affiliates make no representations or warranties concerning whether its policies or certificates satisfy the Plan's requirements for Plan investments; (3) The Company does not by issuing such policies and certificates assume responsibility or control of Plan assets; and (4) you understand this disclaimer and that you agree to retain full responsibility for compliance with the Plan's requirements, the Code and other applicable law.

Plan Administrator Signature¹ _____ Date _____¹ If you are an authorized delegate of the Employer please provide appropriate supporting documentation.

Annuities

APPLICATION FOR GROUP DEFERRED
TAX SHELTERED ANNUITY CONTRACT AND
GROUP DEFERRED ANNUITY CONTRACT

ReliaStar Life Insurance Company (the "Company")

Home Office: Minneapolis, MN

A member of the ING family of companies

ING Customer Service Center: PO Box 5050, Minot, ND 58702-5050

Phone: 877-884-5050 Fax: 877-735-3761



Your future. Made easier.®

1. PLAN AND CONTRACT INFORMATION (Select one.)

All products and plan types may not be available in all states.

Place a check mark in the box corresponding to your product and plan type selection.

Product/Plan Type	403(b)	457
QuintaFlex II	N/A	
ING Premier 3	N/A	
Other _____		

2. GROUP CONTRACT HOLDER INFORMATION (Please print.)

Group Contract Holder Name CITY OF PHARM TEXAS TIN 7460018751

Street Address (required) 118 SOUTH CAGE BLVD.

City PHARM State TX ZIP 78577

Name of Employee Benefit Plan (if applicable) _____

If the Group Contract Holder is applying for an Internal Revenue Code (IRC) §403(b) contract, the Group Contract Holder is a(n):

- ☐ 1. Public School, or
☐ 2. Organization described in IRC §501(c)(3) and exempt from tax under IRC §401(a).

If the Group Contract Holder is applying for an IRC §457 contract, the Group Contract holder is a(n):

- ☒ 1. State or Local Government; or
☐ 2. Organization described in IRC §501 and exempt from tax under IRC §501(a) (for select management and highly compensated employees); or
☐ 3. Other _____

3. IMPORTANT NOTICES

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Alaska: Information provided by the applicant are representations and not warranties.

If you need additional information regarding the benefits and provisions within this contract, please submit a written request to ING Customer Service Center, PO Box 5050, Minot, ND, 58702. Upon receipt of your request, we will provide you with the requested information within 10 days.

California Reg. 789.8: The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You or your agent may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

3. IMPORTANT NOTICES (continued)

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana, New Mexico, and Rhode Island: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maryland: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Hampshire: The federal Defense of Marriage Act states that neither civil union partners nor same gender married couples are considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same gender married couple. For information regarding federal tax laws, please consult a tax adviser.

New Jersey: Any person who includes any false or misleading information on an application for an annuity is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma: WARNING - Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia, Washington: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Washington, DC: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Arkansas, Hawaii, Maine, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

4. CONTRACT HOLDER SIGNATURES AND AUTHORIZATIONS

The following individuals are authorized to sign on behalf of the Group Contract Holder.

Name (please print) JUAN GUERRA

Position CHIEF FINANCIAL OFFICER

Signature [Signature] Date 8/14/13

Name (please print) _____

Position _____

Signature _____ Date _____

Name (please print) _____

Position _____

Signature _____ Date _____

5. AGENT SIGNATURE AND ACKNOWLEDGEMENT

Agent Name (please print) ROMEO CUELLAR

Agent # FB15676 State License # (FL only) _____

Agent Signature [Signature] Date 8/14/13

Signed at: City PHARM State TEXAS



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: May 17, 2017

MEETING DATE: June 5, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Legal consultation, and consideration and action, if any, on City of Pharr v. Ken Paxton, Attorney General of Texas, D-1-GN-16-003632.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 05/17/2017
Final Approval - 06/02/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: May 17, 2017

MEETING DATE: June 5, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Legal consultation, and consideration and action, if any, on contract concerning Texas Resource Consultants.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 05/17/2017
Final Approval - 06/02/2017