



**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., 2<sup>ND</sup> FLOOR, PHARR, TEXAS  
COMMENCING AT 4:00 PM ON  
MONDAY, APRIL 2, 2018**

*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. PROCLAMATIONS:**

A) National Public Safety Telecommunicators Week.

**3. 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.

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

- A) City Engineer's Report.
- B) Tree City U.S.A. presentation.
- C) City Events of Interest.

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

- A) Approval of Minutes for March 19, 2018 Regular Called Meeting. (ADMINISTRATION)
- B) Consideration and action, if any, on Ordinance approving Texas Gas Service company's ("TGS") Cost of Service Adjustment ("COSA") Tariff. (ADMINISTRATION)
- C) Consideration and action, if any, ratifying agreement with Pharr Crime Stoppers for beverage sales at Pharr Hub Phestival 2018. (EVENTS CENTER)
- D) Consideration and action, if any, on request from Rio Grande Valley Literacy Center for sponsorship in the amount of \$1,000 for the Boots & Bling Dinner, Dance, and Silent Auction on Saturday, May 5, 2018 at the Pharr Development and Research Center. (ADMINISTRATION)
- E) Consideration and action, if any, on donation of \$300 to Children's Miracle Network Hospitals Program. (ADMINISTRATION)
- F) Consideration and action, if any, ratifying request from South Texas Academic Rising Scholars (STARS) to donate to the STARS Scholarship Fund's 15th Annual Extravaganza on Thursday, March 29, 2018 in the amount of \$20,000. (EVENTS CENTER)
- G) Consideration and action, if any, authorizing City Manager to advertise for bids for the Hike & Bike Sewer Adjustment and Lift Station No. 1 Forcemain Diversion Project (Veterans Rd. Tunnel). (ENGINEERING)



## AGENDA REGULAR MEETING

April 2, 2018

H) Consideration and action, if any, on request from South Texas College to use the Development and Research Center Meeting Room as Early Voting and Election Day polling location for their Board of Trustees Single-Member District 6 Election on May 5, 2018. (PARKS)

I) Consideration and action, if any, to allow L&F Distributors to host annual company appreciation day at the Pharr Aquatic Center on Saturday, May 19, 2018 from 4:00 p.m. to 8:00 p.m. (PARKS)

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

1. Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**

2. Paradise Bar and Grill LLC, d/b/a Cantina Bar and Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 187, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road. **CUP#170209**

3. Jose E. Monroy, d/b/a Alicia's Su Cocina, 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 being all of Lots 5 and 6, Ferguson Paradise Estates Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 805 East Ferguson Avenue. **CUP#180313**

4. Big River Brewery, 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 being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314**

5. Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3) for the property legally described as being a 16.99 acre tract of land out of Lot 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. **COZ#171273**

6. Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3) for the property legally described as being an 8.42 acre tract of land out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. **COZ#171272**

## AGENDA REGULAR MEETING

April 2, 2018

7. Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) for the property legally described as being a 24.15 acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. **COZ#171274**

### PLATS:

1. Rio Delta Engineering, representing Eric J. Garza and Raymundo Ocaña, Owners of Blackbird Leasing Inc., are requesting preliminary and final plat approval of the proposed Blackbird Subdivision. The property is legally described as being a 4.411 acre tract of land, being a re-plat of Lots one (1), two (2) and three (3) of Sharm Commercial Park Phase III, Pharr, Hidalgo County, Texas. The property is located within the 1800 and 1900 Block of W. Sharm Dr. **SUB#180103**

2. Sam Engineering & Surveying Inc., representing Andres Zuniga Zuko, FLP (Family Limited Partnership), is requesting final plat approval of the proposed Evergreen Subdivision. The property is legally described as being a 20-acre tract of land, more or less out of Lot 376, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 1400 W. Hi-Line Road. **SUB#141128**

### **REGULAR AGENDA - OPEN SESSION:**

#### **6. ORDINANCES AND RESOLUTIONS:**

A) Consideration and action, if any, on Resolution appointing one (1) member to the Tierra Del Sol Golf Club Advisory Board. (ADMINISTRATION)

#### **7. ADMINISTRATIVE:**

A) Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering based on the Statement of Qualifications Project No. 1718-01-528-S002-289. (ENGINEERING)

B) Consideration and action, if any, on accepting the donation of the structure located at 505 S. Ironwood St., Pharr, Hidalgo County, Texas. (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Water and Wastewater Improvement Projects based on the Statement of Qualifications Project No. 1718-01-528-S001-362. (ENGINEERING)



## AGENDA REGULAR MEETING

April 2, 2018

D) Presentation and status update for Development and Research Center usage and after school programs. (PARKS)

E) Consultation with the Board of Commissioners on review of the City's Organizational Structure. (ADMINISTRATION)

### **8. PURCHASING:**

A) Consideration and action, if any, on Purchase Contract with Election Systems & Software (ES&S) for the purchase of Election Equipment through the BuyBoard Contract 542-17. Project No. 1718-01-510-P013-001. (ADMINISTRATION)

### **9. CONTRACTS/AGREEMENTS:**

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Engineering Services for the Jones Box Park Phase II- West Expansion Project. Project No. 1718-01-510-IPQ005-001 (ENGINEERING)

B) Consideration and action, if any, rejecting bids for the Supply Contract for the Purchase of Fuel and authorize City Manager to re-advertise. (PUBLIC WORKS)

C) Consideration and action, if any, on Interlocal Agreement with Hidalgo County for the construction, maintenance and operation of a lift station that is in conflict with the Hidalgo County Linear Park Project through the City of Pharr. (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with the City of Alton for receiving and dispatching of Police, Fire and EMS. (COMMUNICATIONS)

E) Consideration and action, if any, on Energy Savings Performance Investment Grade Audit for Water and Wastewater Treatment Plant. (ADMINISTRATION)

### **10. LEGAL:**

A) Consultation with attorney concerning pending litigation of Rogelio Soto Garcia v. City of Pharr, C-5483-17-C. (LEGAL)

B) Consultation with legal on D&M Ventures LLC v. City of Pharr C-3205-16-E. (ADMINISTRATION)

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

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

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

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

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

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

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

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

**13. ADJOURNMENT:**

# AGENDA REGULAR MEETING

April 2, 2018

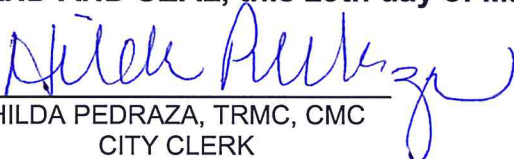
## NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said 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](http://www.pharr-tx.gov). This Notice was posted on the 29th day of March, 2018 at 4:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



**WITNESS MY HAND AND SEAL, this 29th day of March 2018.**

  
HILDA PEDRAZA, TRMC, CMC  
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: \_\_\_\_\_



**Proclamation**  
**National Public Safety Telecommunicators Week**  
**April 8-14, 2018**

Whereas emergencies can occur at anytime that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Pharr police-fire communications centers; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

Whereas Public Safety Telecommunicators of the Pharr Police and Fire Communications Centers have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore Be It Resolved that the City Council of the City of Pharr declares the week of April 8 through 14, 2018 to be National Public Safety Telecommunicators Week in Pharr, Texas, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2018

Mayor \_\_\_\_\_

State of Texas/County of Hidalgo/City of Pharr



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 3.A.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**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 - 03/27/2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 3.B.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** Public Hearing on Development Services Cases

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:**

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

**ROUTING:**

Hilda Pedraza

Created/Initiated - 03/27/2018



## **Design Phase**

- ☐ **PSJA Tri-City Pedestrian Safety Improvements Projects**
- ☐ **Pharr Pedestrian Connections**
- ☐ **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)**
- ☐ **W. Las Milpas Rd. Reconstruction**
- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Downtown Pharr Lights (Polk to IH-2)**
- ☐ **Various Park Designs-2016**
- ☐ **Downtown Park**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**
- ☐ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ☐ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**
- ☐ **Bridge Facility Expansion & Toll Booth Improvements.**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans.**
- ☐ **St. Jude Overflow Parking**
- ☐ **Fire Station No. 1**

## **Construction Phase**

- ☐ **Owassa Road Improvements**
- ☐ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ☐ **South Pharr Development and Research Center (Part A)**
- ☐ **South Pharr Exhibit Hall**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Lift Station 25 & 16-in Forcemain Improvements**
- ☐ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ☐ **Waterline Transmission Improvements**
- ☐ **Single Machine Repaving Project Year 2**
- ☐ **Single Machine Repaving Project Year 2 Phase B**
- ☐ **Single Machine Repaving Project Year 3**
- ☐ **Pharr Nature Park**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**

## DESIGN PHASE

|                         |                                                                                                                                                                                                                                                       |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name:</b>    | PSJA Tri-City Pedestrian Safety Improvements Project                                                                                                                                                                                                  |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                                                                                                                                                 |
| <b>Description:</b>     | Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service. |
| <b>Status:</b>          | Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete                                                                                                                              |
|                         |                                                                                                                                                                                                                                                       |
| <b>Project Name:</b>    | Pharr Pedestrian Connections                                                                                                                                                                                                                          |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                                                                                                                                                 |
| <b>Description:</b>     | The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities                                                                                             |
| <b>Status:</b>          | Topographic Survey has been completed.                                                                                                                                                                                                                |
|                         |                                                                                                                                                                                                                                                       |
| <b>Project Name:</b>    | Hi-Line Road Improvements From Jackson to Veterans                                                                                                                                                                                                    |
| <b>Design Engineer:</b> | S&B Infrastructure, Ltd.                                                                                                                                                                                                                              |
| <b>Description:</b>     | Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.                                                                                                                                                                       |
| <b>Status:</b>          | Coordinating with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental and Final Alignment Selection                                                                                                                      |

## DESIGN PHASE

|                         |                                                                                                                                  |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                  |
| <b>Project Name:</b>    | Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)                                                         |
| <b>Design Engineer:</b> | S&B Infrastructure, Ltd.                                                                                                         |
| <b>Description:</b>     | Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)                               |
| <b>Status:</b>          | Coordinating with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental and Final Alignment Selection |
|                         |                                                                                                                                  |
| <b>Project Name:</b>    | W. Las Milpas Rd. Reconstruction                                                                                                 |
| <b>Design Engineer:</b> | R. Gutierrez Engineering                                                                                                         |
| <b>Description:</b>     | Reconstruction of W. Las Milpas Road                                                                                             |
| <b>Status:</b>          | Staff is working on acquiring the additional right of way needed.                                                                |
|                         |                                                                                                                                  |
| <b>Project Name:</b>    | Thomas Rd. Intersection Widening                                                                                                 |
| <b>Design Engineer:</b> | R. Gutierrez Engineering.                                                                                                        |
| <b>Description:</b>     | Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.                                                          |
| <b>Status:</b>          | Project is under design, anticipate going out for bids in 30 days                                                                |
|                         |                                                                                                                                  |
| <b>Project Name:</b>    | Downtown Pharr Lights (Polk to IH-2)                                                                                             |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                            |
| <b>Description:</b>     | Installation of decorative street lights from Polk St. to IH-2                                                                   |
| <b>Status:</b>          | Staff is coordinating with AEP so they can provide and install the decorative lights turn key.                                   |
|                         |                                                                                                                                  |
| <b>Project Name:</b>    | Downtown Park                                                                                                                    |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                            |
| <b>Description:</b>     | A new City Park adjacent to City Hall                                                                                            |
| <b>Status:</b>          | Project is on Hold                                                                                                               |



## DESIGN PHASE

|                          |                                                                                                                   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------|
|                          |                                                                                                                   |
| <b>Project Name:</b>     | Renovations of Jose "Pepe" Salinas Civic Center                                                                   |
| <b>Design Architect:</b> | Diseño                                                                                                            |
| <b>Description:</b>      | Renovations of an approximately 16,000 s.f. facility                                                              |
| <b>Status:</b>           | Asbestos Abatement is complete                                                                                    |
|                          |                                                                                                                   |
| <b>Project Name:</b>     | 559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit                                          |
| <b>Design Engineer:</b>  | TEDSI/Half Associates                                                                                             |
| <b>Description:</b>      | Addition on 2 northbound lanes and a 2nd BSIF Exit.                                                               |
| <b>Status:</b>           | Design is at 90% completion.                                                                                      |
|                          |                                                                                                                   |
| <b>Project Name:</b>     | 559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab) |
| <b>Design Engineer:</b>  | Half Associates                                                                                                   |
| <b>Description:</b>      | Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab                     |
| <b>Status:</b>           | Design is at 35% Completion                                                                                       |
|                          |                                                                                                                   |
| <b>Project Name:</b>     | Bridge Facility Expansion & Toll Booth Improvements.                                                              |
| <b>Design Engineer:</b>  | The Warren Group                                                                                                  |
| <b>Description:</b>      | Renovation and Expansion of the existing Bridge Building Facility                                                 |
| <b>Status:</b>           | Bids are scheduled for March 29, 2018                                                                             |

## DESIGN PHASE

|                         |                                                                                                                                                       |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                       |
| <b>Project Name:</b>    | Utility Relocation for Hike & Bike Tunnel under Veterans.                                                                                             |
| <b>Design Engineer:</b> | S&GE                                                                                                                                                  |
| <b>Description:</b>     | Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road |
| <b>Status:</b>          | Design has been completed and are ready to go out for Bids. Awaiting and Interlocal agreement between the City and the County.                        |
|                         |                                                                                                                                                       |
| <b>Project Name:</b>    | St. Jude Overflow Parking                                                                                                                             |
| <b>Design Engineer:</b> | City of Pharr Engineering Department.                                                                                                                 |
| <b>Description:</b>     | Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.               |
| <b>Status:</b>          | Design is ongoing                                                                                                                                     |
|                         |                                                                                                                                                       |
| <b>Project Name:</b>    | Fire Station No. 1                                                                                                                                    |
| <b>Design Engineer:</b> | The Warren Group                                                                                                                                      |
| <b>Description:</b>     | Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.                                                                                  |
| <b>Status:</b>          | Site Location has been finalized, and final design has begun                                                                                          |

# CONSTRUCTION PHASE

|                                                                                                                      |                                         |                             |        |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|--------|
|                                                                                                                      |                                         |                             |        |
| <b>Project Name:</b>                                                                                                 | Owassa Road Reconstruction and Widening |                             |        |
| <b>Engineer:</b>                                                                                                     | Tedsi                                   |                             |        |
| <b>Contractor</b>                                                                                                    | IOC, Company                            |                             |        |
| <b>Contract Amount</b>                                                                                               | \$5,206,108                             | <b>Contract Time (Days)</b> | 438    |
| <b>Notice to Proceed</b>                                                                                             | 3/23/2017                               | <b>Contract Time Used:</b>  | 84.47% |
| <b>Description:</b> Widening of Owassa Rd between Jackson Rd and US 281 Frontage, and various drainage improvements. |                                         |                             |        |
| <b>Status:</b> Construction is ongoing. Anticipate Completion by mid May                                             |                                         |                             |        |
| <b>Pictures:</b>                                                                                                     |                                         |                             |        |



# CONSTRUCTION PHASE

|                                                                                      |                                           |                             |        |
|--------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------|--------|
|                                                                                      |                                           |                             |        |
| <b>Project Name:</b>                                                                 | Eldora Elevated Storage Tank Improvements |                             |        |
| <b>Engineer</b>                                                                      | SG&E, LLC                                 |                             |        |
| <b>Contractor</b>                                                                    | Landmark                                  |                             |        |
| <b>Contract Amount</b>                                                               | \$2,735,000                               | <b>Contract Time (Days)</b> | 365    |
| <b>Notice to Proceed</b>                                                             | 4/21/2017                                 | <b>Contract Time Used:</b>  | 93.42% |
| <b>Description:</b> Build a new 1 Million Gallon Composite Elevated Storage Tank     |                                           |                             |        |
| <b>Status:</b> Construction is ongoing. Expected completion date is April 20, 2018   |                                           |                             |        |
| <b>Pictures:</b>                                                                     |                                           |                             |        |
|   |                                           |                             |        |
|  |                                           |                             |        |

## CONSTRUCTION PHASE

|                                                                                                                                                                                          |                                     |                             |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|---------|
|                                                                                                                                                                                          |                                     |                             |         |
| <b>Project Name:</b>                                                                                                                                                                     | Waterline Transmission Improvements |                             |         |
| <b>Engineer</b>                                                                                                                                                                          | S&GE, LLC                           |                             |         |
| <b>Contractor</b>                                                                                                                                                                        | Jimmy Closner & Sons                |                             |         |
| <b>Contract Amount</b>                                                                                                                                                                   | \$6,591,196                         | <b>Contract Time (Days)</b> | 540     |
| <b>Notice to Proceed</b>                                                                                                                                                                 | 3/15/2016                           | <b>Contract Time Used:</b>  | 137.59% |
| <b>Description:</b> 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. |                                     |                             |         |
| <b>Status:</b> Initial Scope of Work is complete. Pending the addition as a 24" Waterline that will run from Hi-Line to Military Hwy.                                                    |                                     |                             |         |
| <b>Pictures: (None)</b>                                                                                                                                                                  |                                     |                             |         |
|                                                                                                                                                                                          |                                     |                             |         |



CONSTRUCTION PHASE

|                                                                                                                                                                           |                                                |                             |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------|---------|
|                                                                                                                                                                           |                                                |                             |         |
| <b>Project Name:</b>                                                                                                                                                      | Lift Station 25 & 16-in Forcemain Improvements |                             |         |
| <b>Engineer</b>                                                                                                                                                           | S&GE, LLC                                      |                             |         |
| <b>Contractor</b>                                                                                                                                                         | Saenz Brothers Construction, LLC               |                             |         |
| <b>Contract Amount</b>                                                                                                                                                    | \$2,715,364                                    | <b>Contract Time (Days)</b> | 360     |
| <b>Notice to Proceed</b>                                                                                                                                                  | 8/2/2016                                       | <b>Contract Time Used:</b>  | 167.50% |
| <b>Description:</b> New Liftstation and 16-in Forcemain Improvements                                                                                                      |                                                |                             |         |
| <b>Status:</b> Construction is complete and is in the closeout process                                                                                                    |                                                |                             |         |
| <b>Pictures:</b>                                                                                                                                                          |                                                |                             |         |
|  <p>Jan 29, 2018 8:58:09 AM<br/>McAllen</p> <p>Jan 29, 2018 8:58:41 AM<br/>McAllen</p> |                                                |                             |         |
|                                                                                                                                                                           |                                                |                             |         |



## CONSTRUCTION PHASE

|                                                                                                             |                                                           |                             |         |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------|---------|
| <b>Project Name:</b>                                                                                        | Wastewater Treatment Plant Clarifier No. 2 Rehabilitation |                             |         |
| <b>Engineer</b>                                                                                             | SG&E                                                      |                             |         |
| <b>Contractor</b>                                                                                           | JMJ Constructors Inc.                                     |                             |         |
| <b>Contract Amount</b>                                                                                      | \$532,725                                                 | <b>Contract Time (Days)</b> | 270     |
| <b>Notice to Proceed</b>                                                                                    | 1/3/2017                                                  | <b>Contract Time Used:</b>  | 166.30% |
| <b>Description:</b> Install a new Clarifier at the Wastewater Treatment Plant Clarifier No. 2               |                                                           |                             |         |
| <b>Status:</b> Construction is complete. A final deductive Change Order of approximately \$8,000 is pending |                                                           |                             |         |
| <b>Pictures:</b> (None)                                                                                     |                                                           |                             |         |
|                                                                                                             |                                                           |                             |         |
|                                                                                                             |                                                           |                             |         |
|                                                                                                             |                                                           |                             |         |

# CONSTRUCTION PHASE

|                          |                                                                                 |                             |         |
|--------------------------|---------------------------------------------------------------------------------|-----------------------------|---------|
| <b>Project Name:</b>     | Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd. |                             |         |
| <b>Engineer</b>          | Aldaña Engineering & Traffic Design, LLC                                        |                             |         |
| <b>Contractor</b>        | D&G Energy Corporation                                                          |                             |         |
| <b>Contract Amount</b>   | \$232,765                                                                       | <b>Contract Time (Days)</b> | 120     |
| <b>Notice to Proceed</b> | 7/31/2017                                                                       | <b>Contract Time Used:</b>  | 200.00% |

**Description:** This existing intersection is presently un-signalized. The proposed traffic signal will include traffic signal poles and arms, traffic signal controller & cabinet, foundations,

**Status:** Traffic Signals are completed. The signal at Eldora and Veterans is in operation. Signal at Kelly and Veterans is pending a new electric meter connection

## Pictures:



## CONSTRUCTION PHASE

|                                                                                                           |                                                |                             |         |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------|---------|
|                                                                                                           |                                                |                             |         |
| <b>Project Name:</b>                                                                                      | Single Maching Repaving Project Year 2 Phase B |                             |         |
| <b>Engineer</b>                                                                                           | City of Pharr-Engineering Department           |                             |         |
| <b>Contractor</b>                                                                                         | Cutler                                         |                             |         |
| <b>Contract Amount</b>                                                                                    | \$810,073                                      | <b>Contract Time (Days)</b> | 90      |
| <b>Notice to Proceed</b>                                                                                  | 8/28/2017                                      | <b>Contract Time Used:</b>  | 235.56% |
| <b>Description:</b> Repaving of residential streets, in North, Central and South Pharr                    |                                                |                             |         |
| <b>Status:</b> Construction is complete. Pending final reconciliation of quantities and project closeout. |                                                |                             |         |
| <b>Pictures: (None)</b>                                                                                   |                                                |                             |         |
|                                                                                                           |                                                |                             |         |
|                                                                                                           |                                                |                             |         |

# CONSTRUCTION PHASE

|                          |                                        |                             |        |
|--------------------------|----------------------------------------|-----------------------------|--------|
| <b>Project Name:</b>     | Single Maching Repaving Project Year 3 |                             |        |
| <b>Engineer</b>          | City of Pharr-Engineering Department   |                             |        |
| <b>Contractor</b>        | Cutler                                 |                             |        |
| <b>Contract Amount</b>   | \$810,073                              | <b>Contract Time (Days)</b> | 90     |
| <b>Notice to Proceed</b> | 1/4/2018                               | <b>Contract Time Used:</b>  | 92.22% |

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

**Status:** Construction is ongoing.

## Pictures:





CONSTRUCTION PHASE

|                                                                                      |                             |                             |        |
|--------------------------------------------------------------------------------------|-----------------------------|-----------------------------|--------|
|                                                                                      |                             |                             |        |
| <b>Project Name:</b>                                                                 | Pharr Nature Birding Center |                             |        |
| <b>Engineer</b>                                                                      | Halff Associates            |                             |        |
| <b>Contractor</b>                                                                    | Davila Construction         |                             |        |
| <b>Contract Amount</b>                                                               | \$2,390,000                 | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b>                                                             | 2/20/2018                   | <b>Contract Time Used:</b>  | 13.33% |
| <b>Description:</b> Construction of a new park.                                      |                             |                             |        |
| <b>Status:</b> Contractor is preparing to beging site clearing operations.           |                             |                             |        |
| <b>Pictures:</b>                                                                     |                             |                             |        |
|   |                             |                             |        |
|  |                             |                             |        |
|                                                                                      |                             |                             |        |

CONSTRUCTION PHASE

|                          |                              |                             |        |
|--------------------------|------------------------------|-----------------------------|--------|
| <b>Project Name:</b>     | Allen & William Arnonld Park |                             |        |
| <b>Engineer</b>          | Halff Associates             |                             |        |
| <b>Contractor</b>        | Davila Construction          |                             |        |
| <b>Contract Amount</b>   | \$2,200,000                  | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b> | 2/20/2018                    | <b>Contract Time Used:</b>  | 13.33% |

**Description:** Construction of a new Park

**Status:** Construction is ongoing.

**Pictures:**





## CONSTRUCTION PHASE

|                          |                     |                             |        |
|--------------------------|---------------------|-----------------------------|--------|
| <b>Project Name:</b>     | Dr. Long Park       |                             |        |
| <b>Engineer</b>          | Halff Associates    |                             |        |
| <b>Contractor</b>        | Davila Construction |                             |        |
| <b>Contract Amount</b>   | \$1,500,000         | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b> | 2/20/2018           | <b>Contract Time Used:</b>  | 13.33% |

**Description:** Construction of a new Park

**Status:** Construction is ongoing.

**Pictures:**



CONSTRUCTION PHASE

|                          |                     |                             |        |
|--------------------------|---------------------|-----------------------------|--------|
| <b>Project Name:</b>     | Fire Station No. 4  |                             |        |
| <b>Architect</b>         | The Warren Group    |                             |        |
| <b>Contractor</b>        | Davila Construction |                             |        |
| <b>Contract Amount</b>   | \$1,500,000         | <b>Contract Time (Days)</b> | 270    |
| <b>Notice to Proceed</b> | 2/20/2018           | <b>Contract Time Used:</b>  | 13.33% |

**Description:** Construction of a new Fire Station No. 4 to serve the south area of

**Status:** Construction has just began. Contractor has begun site clearing.

**Pictures:**





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 4.B.

**DATE SUBMITTED:** March 26,  
2018

**MEETING DATE:** April 2, 2018

**FROM:** Elva Guajardo, Administrative  
Assistant

**DEPARTMENT:** Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Tree City U.S.A. presentation.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Presentation for City of Pharr.

Parks and Recreation Assistant Director Roel Garza will introduce Bill Green for Tree City U.S.A. plaque presentation.

**Financial Consideration:** n/a

**Staff Recommendation:** n/a

**Alternatives:** n/a

---

### **ROUTING:**

Elva Guajardo  
Sergio Alanis  
City Management Office

Created/Initiated - 03/26/2018  
Approved - 03/28/2018  
Final Approval - 03/29/2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 4.C.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**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 - 03/27/2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.A.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Approval of Minutes for March 19, 2018 Regular Called Meeting.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Minutes for meeting held on March 19, 2018

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval.

**Alternatives:**

---

### **ROUTING:**

Hilda Pedraza  
City Management Office

Created/Initiated - 03/27/2018  
Final Approval - 03/27/2018



**MINUTES  
BOARD OF COMMISSIONERS  
REGULAR CALLED MEETING  
MONDAY, MARCH 19, 2018  
118 SOUTH CAGE 2<sup>nd</sup> FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 19, 2018 and following is the record of attendance.

**BOARD OF COMMISSIONERS PRESENT:** Mayor Ambrosio Hernandez  
Comm. Eleazar Guajardo  
Comm. Roberto “Bobby” Carrillo  
Comm. Ramiro Caballero  
Comm. Daniel Chavez  
Comm. Ricardo Medina  
Comm. Mario Bracamontes

**BOARD OF COMMISSIONERS ABSENT:** None

**STAFF PRESENT:** Juan G. Guerra, City Manager  
Edward Wylie, Deputy City Manager  
Hilda Pedraza, City Clerk  
Omar Anzaldua, City Engineer  
Gary Rodriguez, Events Center Director  
Karla Moya, Finance Director  
Rodolfo Martinez, Municipal Court Judge  
Anali Alanis, HR Director  
Joe Luengo, Interim Police Chief  
Leonardo Perez, Fire Chief  
Melanie Cano, Dev. Services Director  
Rick Pedraza, Public Works Director  
Jose Villescas, Public Utilities Director  
Sergio Alanis, Parks & Rec. Director  
Raul Garza, CDBG Director  
Adolfo Garcia, Library  
Jose Pena, I.T. Director  
Luis Bazan, Bridge Director  
Sandra Zamora, Purchasing Director  
Daniel Ramirez, Communications Dir.

**CITY ATTORNEY** Patricia Rigney, City Attorney

**ITEM 1. CALL TO ORDER**

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

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

Mayor Hernandez called the meeting to order at 4:15 p.m. Roll call established a quorum.

**B) PLEDGE OF ALLEGIANCE/INVOCATION**

Juan G. Guerra, City Manager, led in the pledge of allegiance and Luis Bazan, Bridge Director, said the invocation.

**ITEM 2. PROCLAMATIONS**

**A) PROCLAMATION PROCLAIMING NATIONAL COMMUNITY DEVELOPMENT WEEK**

Raul Garza, GMCD Director, stated they would be hosting a National Community Development Day event on Thursday, April 5<sup>th</sup>, 2018 between 10:00 a.m. and 2:00 p.m. at City Hall. He stated several community development grant sub-recipients would be providing important information about their services to the community and refreshments would be served. Mr. Garza further stated this event was held every year and invited everyone to attend.

Mayor Hernandez read proclamation proclaiming April 2-6, 2018 as National Community Development Week and presented proclamation to Ruben Solis, Community Development Council Member.

**B) PROCLAMATION PROCLAIMING FAIR HOUSING MONTH**

Mayor Hernandez read proclamation proclaiming April 2018 as Fair Housing month and presented proclamation to Raul Garza, GMCD Director.

**ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS**

**A) PUBLIC COMMENTS**

Kenneth Fletcher voiced his concern with noise and light coming from Costco and stated he had submitted a public information request seeking information about Costco complying with economic development incentive agreement if indeed 80 people were employed. He also stated there was official oppression by staff not to enforce sign ordinance at Pharr Events Center.

Crisanto Garcia signed up to speak but was not present.

Allen Williams, Parks & Recreation Advisory Board member, congratulated the City of Pharr for a successful St. Patrick's 5K Run/Walk event and spoke about the Amphitheater at the Nature Park. He stated about a year ago, the Parks & Recreation

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

Advisory Board members went out to the neighborhoods seeking residents' opinion about a nature park with an amphitheater coming in. He stated the information given to the immediate neighbors was that the size of the amphitheater would be on a smaller scale to allow more nature presentations. He stated he hoped the City's intention with a larger amphitheater would be for nature related presentations at least half of the time it would be used for other activities.

At this time, Mayor Hernandez clarified the capacity of the amphitheater would depend on its usage and demand in the area. He stated they did ask the Parks & Recreation Advisory board to inquire about the noise not the capacity. As far as its usage, the City Commission would decide the percentage of events based on the public's input. He further stated there was no agenda finalized but they were moving forward with a beautiful nature park.

Fern McClaugherty thanked the Commission for the open forum to allow the public to speak. She stated she had received several calls about political signs and rules and regulations not being enforced and hopes the City would enforce its policies and regulations. Lastly, Ms. McClaugherty voiced her concern with the 18-wheelers blocking Jackson Road when turning on Old Business 83 and asked the Commission to look into this.

**B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES**

None

**ITEM 4. CITY MANAGER'S REPORTS**

**A) SUBMISSION OF MARCH 2018 SALES TAX REPORT**

Juan G. Guerra, City Manager, introduced the sales tax report for the month of March 2018. He stated sales tax were up by 8.13% and stated the City was number one in the region.

Mayor Hernandez commented the Pharr International Bridge was one of the busiest bridges in the nation; therefore causing more traffic coming into the area to include semi-trucks. He stated the City was working diligently to address these traffic issues by doing infrastructure improvements such as the 281 exchange and the IBTC, which would move traffic from south Military Road to Expressway 83 to keep the semi-trucks off the streets thus benefiting the entire region.

**B) SUBMISSION OF FEBRUARY 2018 TAX COLLECTION REPORT**

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

Juan G. Guerra, City Manager, introduced the item and stated current tax collections were up and delinquent tax collections were down.

**C) CITY EVENTS OF INTEREST**

Juan G. Guerra, City Manager, reported PEDC II would be hosting a social network mixer on April 12, 2018 at 5:00 p.m. at the Hampton Inn & Suites, 300 W. Nolana, in Pharr.

Juan G. Guerra, City Manager, also reported the Pharr Memorial Library would be hosting an Easter Egg Hunt on Saturday, March 24, 2018 at 10:00 a.m. at 1215 S. Cage Blvd., in Pharr and extended an invitation to the public to attend.

Adolfo Garcia, Library Director, stated due to limited parking at Pharr Economic Development Corporation offices, trolley transportation would be provided from the Pharr Memorial Library and from the Development and Research Center starting at 9:00 a.m.

At this time, Juan G. Guerra, City Manager, recognized Sergio Aguayo with the Pharr Fire Communications Division for receiving the Silent Hero Award for 2017. He stated Mr. Aguayo would be one of about ten in the State of Texas to be recognized on April 11, 2018 at the Texas Public Safety Conference in Galveston, Texas. He further stated the Silent Hero Award was presented each year to an individual with exceptional professionalism in the field of emergency communications and who goes above and beyond the call of duty.

Juan G. Guerra, City Manager, reported two Fire Department personnel and the TIFMAS unit were deployed to the Amarillo panhandle area on March 2, 2018 to help fight grass fires. He also reported Pharr Fire personnel responded to Hidalgo County on a mutual aid call on March 13, 2018 to help fight a warehouse fire with 1 engine, 1 tanker, and 19 volunteers. Lastly, he reported two puppies were rescued from a storm drain on March 18, 2018 at 7616 S. Amarillo.

Juan G. Guerra, City Manager, reported the Migrants in Action Discovering the Wonder Woman in You event would take place on March 28, 2018 from 8:00 a.m. to 3:00 p.m. at the Pharr Events Center. He stated this event would be for ladies only.

**ITEM 5. CONSENT AGENDA**

**A) APPROVAL OF MINUTES FOR MARCH 5, 2018 REGULAR CALLED MEETING (ADMINISTRATION)**

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

- B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM ST. MARGARET CHURCH FOR POLICE ASSISTANCE FOR RE-ENACTMENT OF THE STATIONS OF THE CROSS PROCESSION ON FRIDAY, MARCH 30, 2018 FROM 12:00 P.M. TO 2:30 P.M. (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION IF ANY, ACKNOWLEDGING AND AUTHORIZING AGREEMENT BETWEEN HIDALGO COUNTY APPRAISAL DISTRICT AND CITY OF PHARR MODIFYING THE PROVISIONS OF SECTION 6.06 (E) OF THE PROPERTY TAX CODE (FINANCE)**
- D) CONSIDERATION AND ACTION, IF ANY, ON CONTRACT BETWEEN CITY OF PHARR AND ZAMBELLI MANUFACTURING CO. FOR FIREWORKS FOR THE INDEPENDENCE DAY CELEBRATION ON SATURDAY, JUNE 30, 2018 (EVENTS CENTER)**
- E) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT WITH HIDALGO COUNTY AND THE CITY OF PHARR FOR LIBRARY SERVICES FOR COUNTY CALENDAR YEAR 2018 (LIBRARY)**
- F) CONSIDERATION AND ACTION, IF ANY, ON ECONOMICALLY DISADVANTAGED COUNTY (EDC) PROGRAM APPLICATION FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT CSJ#0921-02-391 (ENGINEERING)**
- G) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM THE PHARR ORATORY OF ST. PHILIP NERI SCHOOL SYSTEM FOR SPONSORSHIP OF \$1,250 FOR THEIR 21ST ANNUAL NOCHE DE ALEGRIA GALA ON SATURDAY APRIL 21, 2018 (EVENTS CENTER)**
- H) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM CHANNEL 5 KRGV METEOROLOGIST TIM SMITH FOR WAIVING OF RENTAL FEES OF THE PHARR EVENTS CENTER ON SUNDAY MAY 6, 2018 FOR THE PRESENTATION OF STORM FURY (EVENTS CENTER)**
- I) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**

  - 1. FUERA DE LUGAR, LLC, D/B/A FUERA DE LUGAR RESTAURANT, 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 .071 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF PLAZA SPORTS CENTER PHASE 1 LOT 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.THE PROPERTY'S PHYSICAL ADDRESS IS 1101 EAST NOLANA LOOP. CUP#150101**



MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

**2. RAUL FONG, D/B/A D'S PARADISE LOUNGE, 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 LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST NEWCOMBE AVENUE (PARK). CUP#040213**

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

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

**REGULAR AGENDA - OPEN SESSION**

**ITEM 6. ORDINANCES AND RESOLUTIONS**

**A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2017-41 FOR BUDGET AMENDMENTS TO THE FISCAL YEAR 2017-2018 BUDGET. ADOPTION ON 1ST READING (FINANCE)**

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

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

Ordinance No. O-2018-09 is filed with the City Clerk's Office.

**B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and stated it would be discussed in closed session.

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and stated it would be discussed in closed session.

- D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING A COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR HOUSING AUTHORITY (ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item and stated this was at \$0 net cost and recommended approval.

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

Resolution No. R-2018-24 is filed with the City Clerk's Office.

**ITEM 7. ADMINISTRATIVE**

- A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM SOCCER ACADEMY TOROS PSC FOR SPONSORSHIP IN THE AMOUNT OF \$500 FOR THE ESPN WORLDWIDE OF SPORTS COMPLEX AT THE DISNEY CUP INTERNATIONAL TOURNAMENT (ADMINISTRATION)**

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

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

- B) CONSIDERATION AND ACTION, IF ANY, ON ESTABLISHING THE HUD SECTION 108 LOAN GUARANTEE CUSTODIAL ACCOUNT WITH A FINANCIAL INSTITUTION (GMCD)**

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

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

Comm. Carrillo **moved** to approve as recommended. Comm. Medina seconded the motion and when put to a vote, it carried by a majority vote of six (6) ayes and one (1) abstention. Mayor Hernandez abstained from voting.

**C) CONSIDERATION AND ACTION, IF ANY, TO INCLUDE THE PROPOSED PROPERTY AS SURPLUS AND TAKE PROPER ACTION AS NECESSARY (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and briefly stated the property was a .2-acre property located inside a 20-acre tract at FM 495 and Veterans. He stated the City had no use for the property and there were no plans for constructing a lift station in the area. He added the purchase price of the property was \$22,800 and the City would sell it for the same amount. He further recommended approval.

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

**D) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item and stated it would be discussed in closed session.

**ITEM 8. PURCHASING**

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PURCHASE OF A HAZARDOUS MATERIAL PUMPER UTILIZING H-GAC COOPERATIVE CONTRACT #FS1217. PROJECT # 1718-01-515-P008-003 (FIRE)**

Juan G. Guerra, City Manager, introduced the item and stated the total cost was \$530,000. He further stated staff recommended approval.

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

**B) CONSIDERATION AND ACTION IF ANY, ON AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT FOR UPGRADES AT CITY HALL AND PUBLIC SAFETY BUILDING UTILIZING TEXAS DIR COOPERATIVE CONTRACT #TSO-2668. PROJECT #1718-01-518-P012-003 (INNOVATION & TECHNOLOGY)**

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

Juan G. Guerra, City Manager, introduced the item and stated this would be an upgrade of \$85,079.07. He further stated staff recommended approval.

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

**ITEM 9. CONTRACTS/AGREEMENTS**

**A) CONSIDERATION AND ACTION, IF ANY, ON 5-YEAR SUBSCRIPTION AGREEMENT THROUGH THE DIR CONTRACT WITH ACCELA CIVIC PLATFORM THROUGH CARAHSOFT TECHNOLOGY. PROJECT #1718-01-527-P010-001 (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and stated staff recommended approval of agreement for \$135,101.50 with 3% increase every year.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON SERVICES AGREEMENT THROUGH THE GSA SCHEDULE WITH BYRNE SOFTWARE TECHNOLOGIES, INC THROUGH CARAHSOFT TECHNOLOGY CORPORATION FOR THE ACCELA SOFTWARE IMPLEMENTATION. PROJECT #1718-01-527-P011-001 (DEVELOPMENT SERVICES)**

Juan G. Guerra, City Manager, introduced the item and briefly stated this was a one-time implementation fee of \$192,582.30 and recommended approval.

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

**C) CONSIDERATION AND ACTION, IF ANY, AWARDED CONSTRUCTION CONTRACT FOR THE TRAFFIC SIGNAL LOOP DETECTOR REPLACEMENT PROJECT BID NO. 1718-40-510-C002-065 (ENGINEERING)**

Juan G. Guerra, City Manager, introduced the item and stated staff recommended awarding contract to D&G Energy Corporation for \$110,000.

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

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

**D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH THE WARREN GROUP, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE CITY OF PHARR-NEW FIRE STATION NO. 1 PROJECT. (PROJECT NO. C1718-01-528-0026) (ENGINEERING)**

Juan G. Guerra, City Manager, introduced the item and stated the amendment amount was \$118,000 for a revised contract amount of \$123,200. He further recommended approval.

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

**E) CONSIDERATION AND ACTION, IF ANY, ON TERMINATION OF CONTRACTS WITH S&GE, LLC. (ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item and briefly stated this was for the 24-inch South Water Transmission Main Project and the Expressway Rehabilitation Project. He further recommended termination of contracts.

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

**F) CONSIDERATION AND ACTION, IF ANY, ON LETTER OF INTENT FROM VIPERS ARENA, INC. (ADMINISTRATION)**

Juan G. Guerra, City Manager, introduced the item and stated this was the same as Pharr Economic Development II and recommended approval.

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

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

**ITEM 11. 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**

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

The time being 4:42 p.m., Mayor Hernandez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

**ITEM 12. RECONVENE**

The time being 4:54 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

**ITEM 6. ORDINANCES AND RESOLUTIONS**

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (DEVELOPMENT SERVICES)**

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

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

Resolution No. R-2018-22 is filed with the City Clerk's Office.

- C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED; AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATE FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDING BY CITY ATTORNEY, CONTINGENT ON AVAILABLE FUNDING (DEVELOPMENT SERVICES)**



MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

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

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

Resolution No. R-2018-23 is filed with the City Clerk's Office.

**ITEM 7. ADMINISTRATIVE**

**D) CONSULTATION WITH THE BOARD OF COMMISSIONERS ON REVIEW OF THE CITY'S ORGANIZATIONAL STRUCTURE (ADMINISTRATION)**

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

**ITEM 10. LEGAL**

**A) ATTORNEY CONSULTATION ON STATUS OF DAHLIA YBARRA VS. CITY OF PHARR, C-4849-16-F (LEGAL)**

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

**B) ATTORNEY CONSULTATION AND POSSIBLE ACTION ON CONTRACT WITH ENVIROLITE (LEGAL)**

Juan G. Guerra, City Manager, introduced the item and stated no action would be taken.

**ITEM 13. ADJOURNMENT**

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Medina seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:56 p.m.

CITY OF PHARR

---

AMBROSIO HERNANDEZ

MINUTES: REGULAR CALLED MEETING  
MARCH 19, 2018

MAYOR

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

**ON THIS THE 19<sup>th</sup> DAY OF MARCH 2018** the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2<sup>nd</sup> Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

---

HILDA PEDRAZA, CITY CLERK

APPROVED:



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.B.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consideration and action, if any, on Ordinance approving Texas Gas Service company's ("TGS") Cost of Service Adjustment ("COSA") Tariff.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** On March 12, 2018, the Texas Gas Service Company, a Division of ONE Gas, Inc. filed with the Cities a Cost of Service Adjustment ("COSA") Tariff withing the Rio Grande Valley Area. On February 1, TGS provided an initial draft of a proposed COSA containing new language for consideration. Attorney, Thomas Brocato, and consultant, Karl Nalepa, were hired by the City of McAllen to review the TGS draft filing and negotiate a revised COSA Tariff with TGS.

Please see attached model staff report in support of TGS for more information.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends adoption of the Tariff

**Alternatives:**

---

### **ROUTING:**

Hilda Pedraza

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 03/27/2018

Approved - 03/27/2018

Approved - 03/28/2018

Final Approval - 03/29/2018

## **Model Staff Report in Support of TGS COSA Tariff Ordinance**

### **Background**

On March 12, 2018, Texas Gas Service Company, a Division of ONE Gas, Inc., (“TGS” or “Company”) filed with the Cities a Cost of Service Adjustment (“COSA”) Tariff within the incorporated areas of the Rio Grande Valley Service Area (“RGVSA”). On February 1, the Company provided an initial draft of a proposed COSA containing new language for consideration. Attorney, Thomas Brocato, and consultant, Karl Nalepa, were hired by the City of McAllen to review the TGS draft filing and negotiate a revised COSA Tariff with the Company.

### **Purpose of the COSA**

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff which expired in 2016. TGS filed a Statement of Intent Rate Proceeding in RGVSA cities in 2017. This tariff is a new revised COSA Tariff negotiated between TGS and cities. The new tariff will become effective thirty-five days from the date of filing in the Cities, or April 16, 2018.

As set forth in the COSA Tariff, TGS would submit by May 1 of each year a COSA filing that establishes the proposed annual adjustment (up or down) that would be effective the first billing cycle of August each year.

This COSA Tariff would be authorized for a period of three years, effective the first billing cycle of August 2018 and shall automatically renew for successive annual periods unless either the Company or City gives written notice to the contrary by February 1, 2021, or February 1 of each succeeding year.

### **Resolution of the Draft COSA Filing**

Cities’ consultant Karl Nalepa recommended adjustments to the Company’s draft COSA Tariff. Settlement discussions resulted in TGS agreeing to:

1. Change the initial period from 1 year to 3 years;
2. Apply the first \$.50 of the residential rate adjustment to the residential Customer Charge, with the excess applied to the Commodity Charge;
3. Lower the annual rate adjustment cap from 6% to 5%;

4. Apply the annual rate adjustment cap to the total Commodity Charge rather than only operating expenses; and
5. Calculating cash working capital (“CWC”) using lead/lag days from the most recent RGVSA rate case rather than just setting CWC to \$0.

#### **EXPLANATION OF “BE IT ORDAINED” PARAGRAPHS IN THE ORDINANCE**

- Section 1. The paragraph finds the COSA Tariff reasonable and adopts the tariff.
- Section 2. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.
- Section 3. This paragraph recites compliance with the Open Meetings Act.
- Section 4. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.
- Section 5. The tariff will become effective as of April 16, 2018.
- Section 6. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and general counsel to the City.

#### **RECOMMENDATION**

The City staff recommends adoption of the Tariff.

**ORDINANCE NO. O-2018-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S COST OF SERVICE ADJUSTMENT (“COSA”) TARIFF FILING; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE CITY’S LEGAL COUNSEL.**

WHEREAS, the City of Pharr, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the City and other municipalities within the Rio Grande Valley Service Area (“RGVSA”) and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) Tariff which allows for an expedited comprehensive rate review process for three years; and

WHEREAS, the COSA Tariff contemplates reimbursement of the City’s reasonable expenses associated with COSA applications; and

WHEREAS, on or about March 12, 2018, TGS filed with the City a COSA Tariff which would permit the TGS to implement annual rate changes to the Company’s RGVSA expenses, revenues, and plant investment beginning in August, 2018, without the need for filing a formal Statement of Intent to Increase Rates; and

WHEREAS, the City coordinated a review of the Company’s COSA Tariff and designated attorneys and consultants to resolve issues in the Company’s COSA Tariff; and



WHEREAS, the City's attorneys and consultant recommend that the City approve the COSA Tariff which is attached; and

WHEREAS, the negotiated resolution of the Company's COSA Tariff filing is in the public interest.

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

Section 1. That the City Council finds that the Cost of Service Adjustment Tariff is reasonable and the new tariff attached to this Ordinance is just and reasonable and is hereby adopted.

Section 2. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 3. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 4. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 5. That tariff attached to this Ordinance is effective as of April 16, 2018.

Section 6. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, Managing Director, at 1301 S. Mopac Expressway, Suite 400, Austin, Texas 78746, and to Thomas Brocato, General Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 801 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 2<sup>nd</sup> day of April, 2018.

---

Mayor

ATTEST:

---

City Secretary

APPROVED AS TO FORM:

---

City Attorney



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.C.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT:** Events Center

**DIRECTOR:** Gary Rodriguez

**Agenda Item:** Consideration and action, if any, ratifying agreement with Pharr Crime Stoppers for beverage sales at Pharr Hub Phestival 2018.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** The City of Pharr seeks to assist Pharr Crimestoppers in a fundraising project through the sale of beer, water and sodas at Pharr Hub Phestival 2018 on Saturday, April 7, 2018 from 4:00 p.m. to 11:30 p.m.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval

**Alternatives:** Alternative would be to deny this request.

---

### **ROUTING:**

Imelda Barrera  
Gary Rodriguez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 03/26/2018

Approved - 03/28/2018

Approved - 03/28/2018

New -

**City of Pharr / Pharr Crimestoppers Agreement for Beverage Sales**

**Pharr Hub Phestival, Saturday April 7, 2018**

---

**It is agreed upon, by City of Pharr and Pharr Crimestoppers, that Pharr Crimestoppers will be the sole point-of-sale vendor of all beer, water and soft drinks at Pharr Hub Phestival 2018 on Saturday April 7, 2018 from 4:00 pm – 11:30 pm.**

**All sales will be subject to the following terms and conditions:**

**BEER SALES**

**Pharr Crimestoppers will receive 75% commission of GROSS sales of all beer product sold during Pharr Hub Phest 2018.**

**City of Pharr will receive 25% commission of GROSS sales of all beer product sold during Pharr Hub Phest 2018.**

**WATER / SODA SALES**

**City of Pharr will receive 70% commission of NET sales of all water and soda product sold during Pharr Hub Phest 2018.**

**Pharr Crimestoppers will receive 30% of NET sales of all water and soda product sold during Pharr Hub Phest 2018.**

\_\_\_\_\_  
**Juan Guerra, City Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Stanley Francis, Crimestoppers**

\_\_\_\_\_  
**Date**



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.D.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consideration and action, if any, on request from Rio Grande Valley Literacy Center for sponsorship in the amount of \$1,000 for the Boots & Bling Dinner, Dance, and Silent Auction on Saturday, May 5, 2018 at the Pharr Development and Research Center.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The Rio Grande Valley Literacy Center is requesting sponsorship for their Boots & Bling event on Saturday, May 5, 2018 to take place at the Pharr Development & Research Center. This year's Special Guest Speaker will be Betty Ramirez-Lara, the 2017-2018 District Governor for Rotary International District 5930.

Sponsorship levels:

\$5,000 (Diamond/Title Sponsor)

\$2,500 (Emerald Sponsor)

\$1,000 (Ruby Sponsor)

\$500 ( Sapphire Sponsor)

**Financial Consideration:** \$1,000

**Staff Recommendation:** Staff recommends sponsorship of \$1,000 (same as last year)

**Alternatives:** Not to sponsor

---

### **ROUTING:**

Hilda Pedraza

Karla Moya

Created/Initiated - 03/27/2018

Approved - 03/28/2018

City Management Office

Final Approval - 03/29/2018



"7TH ANNUAL 'STOMPIN' OUT ILLITERACY"

# Boots & Bling

Dinner, Dance, and Silent Auction

SPONSOR PACKET

Saturday, May 5, 2018

7:00PM-11:00PM

Pharr Development & Research Center

850 West Dicker Road Pharr, TX



"THE RIO GRANDE VALLEY LITERACY  
CENTER PROVIDES ECONOMIC  
OPPORTUNITIES BY EMPOWERING OUR  
COMMUNITIES THROUGH ADULT  
EDUCATION AND LITERACY."



March 15, 2018

Howdy Y'all,

My name is Victoria Gomez and I'm excited to be the Event Chair for this year's RGV Literacy Center's 7th Annual Boots & Bling: Stompin' Out Illiteracy Event! I invite you to come out and listen to some of our past students talk about how the programs have impacted their lives while enjoying some great BBQ, listening to some of your favorite Country music and seeing all the great items in our Silent Auction. I'm happy to announce that this year's Special Guest Speaker will be Betty Ramirez-Lara, the 2017-2018 District Governor for Rotary International District 5930.

The RGV Literacy Center has fourteen locations across seven cities (Pharr, San Juan, Mercedes, McAllen, Progreso, Penitas, and Edinburg), which they are able to provide programs for adults such as ESL & GED classes. The annual Boots & Bling event helps to provide the funds needed to continue helping, educating, and impacting the lives of adults in the RGV while living up to their credo: Leave No One Behind.

Please take the time to go over our Sponsorship Packet and see the different ways that you and your business can be a part of this great upcoming event! Join us as we help to make a difference by "Stompin' Out Illiteracy" in the Rio Grande Valley.

Thank You,  
Victoria Gomez  
Event Chair  
956-624-3249  
[go-vick82@sbcglobal.net](mailto:go-vick82@sbcglobal.net)





# Sponsorship Levels

## **Diamond Sponsor \$5,000**

*Includes: Recognition as the "Title Sponsor" in all event promotion, VIP Table at Event, Business Logo Placed on the Rio Grande Valley Literacy Center's Webpage, Full Page in Event Program, Business Banner Displayed at Event and Company Recognition Live at Event.*

## **Emerald Sponsor \$2,500**

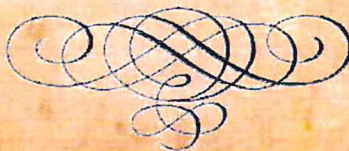
*Includes: VIP Table at Event, Business Logo Placed on the Rio Grande Valley Literacy Center's Webpage, 1/2 Page Recognition in Event Program, Company Logo Displayed at Event.*

## **Ruby Sponsor \$1,000**

*Includes: 6 Event Tickets, Business Logo Placed on the Rio Grande Valley Literacy Center's Webpage, 1/4 Page Recognition in Event Program, Company Logo Displayed at Event.*

## **Sapphire Sponsor \$500**

*Includes: 4 Event Tickets, Business Logo Placed on the Rio Grande Valley Literacy Center's Webpage, Logo and Recognition in Event Program, Company Logo Displayed at Event.*





**Your contribution is used to address the following :**

- According to the Texas Center for the Advancement of Literacy and Learning, Hidalgo County has an illiteracy rate of 50%.
- More than 65 % of all state and federal corrections inmates can be classified as low literate or illiterate.
- The National Institute of Health reports that the greatest factor in a child's educational achievement, is not the school they attend or the neighborhood they live in but the education of their mother.
- Low-literate parents, particularly mothers, are more likely to exert a positive influence on their children's academic achievement when they are able to enhance their own literacy skills (Office Educational Research and Improvement (OERI) of the U.S. Department of Education).
- According to 2013 Census Data, 38% of adults do not possess a high school diploma. If the current adult population for Hidalgo County is approximately 550,000, that is 209,000 people.
- According to the Intercultural Development Research Association, the current drop-out rate for Hidalgo County is 32%.
- High school dropouts are less likely to find a job and earn a living wage, and more likely to be poor and suffer from a variety of adverse health outcomes (Rumberger, 2011).
- High school dropouts are more likely to rely on public assistance, engage in crime and generate other social costs borne by taxpayers (Belfield & Levin, 2007).



**For More Information Call (956) 961-4299, 956-624-3249**

**Para mas información llame al (956) 961-4299, 956-624-3249**

**Administrative Office/ Oficina Administrativa:**

**1005 W. Gore St. Pharr, TX. 78577**

**You can also visit our website at: [www.rgvliteracycenter.org](http://www.rgvliteracycenter.org)**



**[www.facebook.com/RGVLC](https://www.facebook.com/RGVLC)**



# 7th Annual Boots & Bling

## Sponsor Commitment Form

\_\_\_\_ Yes, I would like to sponsor the 4th Annual Boots & Bling Dinner and Dance.

Sponsorship Level: (Please Check One)

\_\_\_\_ \$5,000.00(Diamond/Title Sponsor)

\_\_\_\_ \$2,500 (Emerald Sponsor)

\_\_\_\_ \$1,000 (Ruby Sponsor)

\_\_\_\_ \$500.00 (Sapphire Sponsor)

Business Name (As you would like for it to appear on promotional materials):

\_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**\*\*\*Please mail or email completed form and copy of your company's logo to:**  
**director@rgvliteracycenter.org**

**Make Checks Payable to: Rio Grande Valley Literacy Center**  
**PO Box 1752**  
**Pharr, Texas 78577**

**Form more information call us at: (956) 961-4299, 956-624-3249**

The **Rio Grande Valley Literacy Center** is a 501c3 non-profit organization.

Your gift donation is tax-deductible.



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.E.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Edward Wylie

**Agenda Item:** Consideration and action, if any, on donation of \$300 to Children's Miracle Network Hospitals Program.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Costco Wholesale is requesting a \$300 donation for the Children's Miracle Network Hospitals program. All proceeds are given to local Children's hospital; Driscoll Children's Hospital.

**Financial Consideration:** Donation in the amount of \$300.

**Staff Recommendation:** Staff is recommending approval of donation in the amount of \$300.

**Alternatives:** N/A

---

### **ROUTING:**

Imelda Barrera  
Patricia Rigney  
Karla Moya  
City Management Office

Created/Initiated - 03/26/2018  
Approved - 03/26/2018  
Approved - 03/27/2018  
Final Approval - 03/27/2018



**Children's Miracle Network Hospitals  
Donor Recognition Order Program Form  
Postings are from May 1st through May 31st**

Business Name: \_\_\_\_\_

Costco Membership Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact's Phone #: \_\_\_\_\_

Contact's email address: \_\_\_\_\_

**Donor Recognition- 5ft (vertical) x 3 ft (horizontal) Banner:**

\*\*\*\$300 Donation plus a \$70.64 fee for banner production.

(Banner production fee only for new Donors)

Once we receive your payment donation, we will send your banner to get printed.

**Donor Paper Balloon Recognition- 26 in. Paper Balloon:**

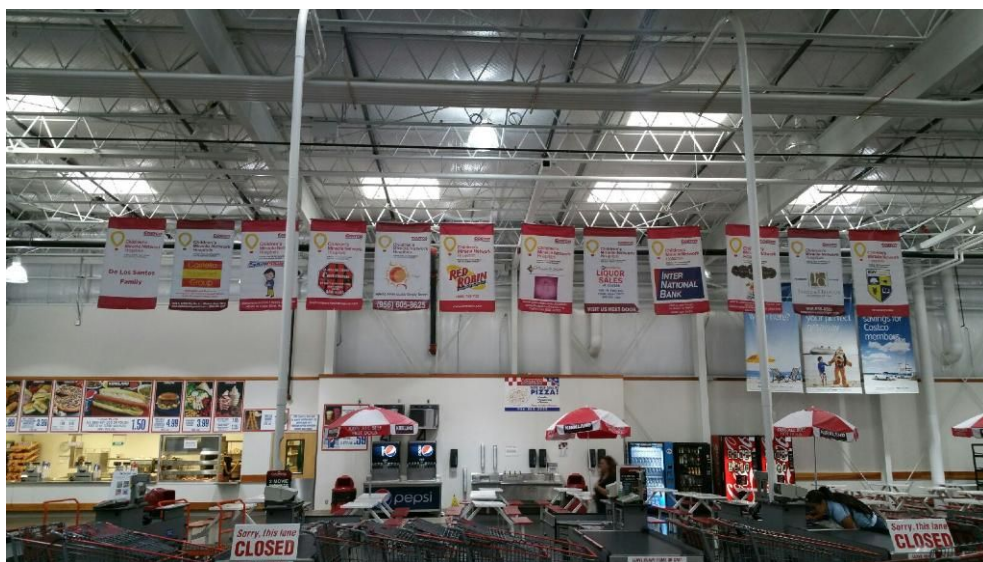
\*\*\*\$100 Donation Plus your name on an 8 ½ in x 11 in sheet placed on the center of the balloon.

Forms of payment: Debit card, Visa Credit Card, or check made payable to Costco Wholesale CMNH.

Please Make Banner Production Fee Payable to: "Brand Works" Via check or cash



Banner: 5 ft x 3 ft



Displayed in our Warehouse





## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.F.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Gary Rodriguez, Events Center  
Director

**DEPARTMENT:** Events Center

**DIRECTOR:** Gary Rodriguez

**Agenda Item:** Consideration and action, if any, ratifying request from South Texas Academic Rising Scholars (STARS) to donate to the STARS Scholarship Fund's 15th Annual Extravaganza on Thursday, March 29, 2018 in the amount of \$20,000.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Stars Scholarship Fund has assisted over 14,500 students since inception in 2002. Stars Scholarship Fund has provided these students an opportunity to complete their degree and go on to professional schools, engage in public service, and pursue their professional passions, all of which will maximize their ability to contribute significantly to their communities and to the world. Stars Scholarship Fund is sustained wholly on donations and contributions to their Annual Extravaganza.

**Financial Consideration:** Amount to be donated, if approved, would be \$20,000.

**Staff Recommendation:** Staff recommends approval.

**Alternatives:** Alternative would be to deny this request.

---

### ROUTING:

Gary Rodriguez  
Karla Moya  
City Management Office

Created/Initiated - 03/26/2018  
Approved - 03/26/2018  
Final Approval - 03/29/2018



3900 N McColl Rd  
McAllen, Texas 78501-9160  
P: 956.994.3271  
F: 956.928.0327  
E: [director@StarsScholarship.org](mailto:director@StarsScholarship.org)

March 1, 2018

Dear Community Partner,

The support of businesses and organizations such as yours has made a profound impact in the lives of many students from our community. Deidre Higareda, a student at The University of Texas Health Science Center San Antonio and Brownsville native is working towards a career in medicine, she states that “Stars Scholarship Fund is the reason I can continue towards my dream. Stars supported me while I attended Texas A&M University and I was able to graduate with honors. Now I am working towards earning my M.D. It means so much that Stars continues to believe in me.”

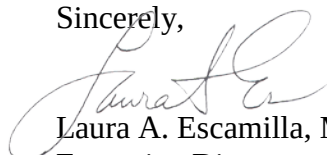
Stars Scholarship Fund has assisted over 14,500 students since inception in 2002. Stars Scholarship Fund has provided these students an opportunity to complete their degree and go on to professional schools, engage in public service, and pursue their professional passions, all of which will maximize their ability to contribute significantly to their communities and to the world. Stars Scholarship Fund was founded on the conviction that an educated citizen is essential to the growth and future success of our community.

The support we receive from the community is essential to our ability to operate successfully and to provide scholarships to students who might not otherwise have the resources to pursue a higher education. When you look at way to give back, please consider supporting Stars Scholarship Fund’s **15<sup>th</sup> Annual Extravaganza** in the **Rio Grande Valley** on **Thursday – March 29, 2018**.

I am not asking that you make an investment in an organization but an investment in the people of our community. Stars Scholarship Fund commits 100% of every dollar donated directly to scholarships for students from the community to obtain a higher education. In addition, Stars Scholarship Fund has established partnerships with 21 Texas colleges and universities to match our funds dollar for dollar, resulting in distribution of over \$30 million in scholarships over the last 15 years; this would not be possible without the unwavering support bestowed to us each year.

Thank you in advance for your consideration. Together, we are making our community a better place for all.

Sincerely,



Laura A. Escamilla, MPA  
Executive Director



# RIO GRANDE VALLEY

## CORPORATE SPONSORSHIP OPPORTUNITIES

|               | CROWN OF JEWELS<br>\$30,000 | DOUBLE DIAMOND<br>\$20,000 | DIAMOND<br>\$15,000 | EMERALD<br>\$10,000 | SAPPHIRE<br>\$7,500 | RUBY<br>\$5,000 | SUPPORT<br>\$2,500 |
|---------------|-----------------------------|----------------------------|---------------------|---------------------|---------------------|-----------------|--------------------|
| # TABLES      | 2                           | 1                          | 1                   | 1                   | 1                   | 1               | 0                  |
| # SEATS       | 16                          | 8                          | 8                   | 8                   | 8                   | 8               | 4                  |
| SEAT LOCATION | EXCLUSIVE                   | PREMIER                    | PRESTIGIOUS         | PRIME               | GENERAL             | GENERAL         | GENERAL            |

### COMPANY **NAME** RECOGNITION IN YEAR-ROUND ADVERTISING

|         |   |   |   |   |   |   |   |
|---------|---|---|---|---|---|---|---|
| TV      |   |   | ● | ● |   |   |   |
| PRINT   |   |   | ● | ● | ● | ● |   |
| RADIO   | ● | ● | ● | ● | ● |   |   |
| OUTDOOR |   | ● | ● |   |   |   |   |
| WEBSITE |   | ● | ● | ● | ● | ● |   |
| EVENT   |   |   | ● | ● | ● | ● | ● |

### COMPANY **LOGO** RECOGNITION IN YEAR-ROUND ADVERTISING

|         |   |   |  |  |  |  |  |
|---------|---|---|--|--|--|--|--|
| TV      | ● | ● |  |  |  |  |  |
| PRINT   | ● | ● |  |  |  |  |  |
| OUTDOOR | ● |   |  |  |  |  |  |
| WEBSITE | ● |   |  |  |  |  |  |
| EVENT   | ● | ● |  |  |  |  |  |



# RIO GRANDE VALLEY CORPORATE SPONSOR AGREEMENT

AUG. 1, 2017 - JULY 31, 2018 FISCAL YEAR.

## SPONSORSHIP LEVEL

PLEASE SELECT ONE

- ☐ Crown of Jewels (\$30,000+)
- ☐ Double Diamond (\$20,000+)
- ☐ Diamond (\$15,000+)
- ☐ Emerald (\$10,000+)
- ☐ Sapphire (\$7,500+)
- ☐ Ruby (\$5,000+)
- ☐ Support (\$2,500+)
- ☐ Donation Only

## BILLING INFORMATION

Donation Amount: \$\_\_\_\_\_

PLEASE SELECT ONE

- ☐ Please invoice me for payment
- ☐ Please invoice me via Paypal for credit card payment.\* (Option to pay via credit card available when you submit form online.)
- ☐ Payment to follow via mail
- ☐ Payment to be delivered in person
- ☐ Payment enclosed

Checks payable to: Stars Scholarship Fund

## MAIL

Stars Scholarship Fund  
3900 N McColl Rd.  
McAllen, Texas 78501-9160

## EMAIL

director@starsscholarship.org

## FAX

956.928.0327

## SUBMIT ONLINE

www.starsscholarship.org/stars/sponsors

## CONTACT INFORMATION

|                                                                                     |            |               |
|-------------------------------------------------------------------------------------|------------|---------------|
| Name of Business                                                                    |            |               |
| Contact Person <i>Tickets for event will be delivered or mailed to this person.</i> | Title      |               |
| Phone Number                                                                        | Fax Number | Email address |

## BILLING ADDRESS

PLEASE PRINT

Receipt for donation will be sent to this address.

|           |       |          |
|-----------|-------|----------|
| Address 1 |       |          |
| Address 2 |       |          |
| City      | State | Zip Code |

## PHYSICAL ADDRESS

IF DIFFERENT FROM BILLING, PLEASE PRINT

Event tickets will be delivered or shipped to this address approx. 1 week prior to event.

|           |       |          |
|-----------|-------|----------|
| Address 1 |       |          |
| Address 2 |       |          |
| City      | State | Zip Code |

## SPONSOR RECOGNITION

- ☐ Yes, I wish to be recognized as a sponsor in advertising.

Please list name as you would like it to appear, if different from above.

\_\_\_\_\_

- ☐ No, Please do not include us in any advertising.

## AUTHORIZATION

Authorized Signature

\_\_\_\_\_

Date



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.G.

**DATE SUBMITTED:** March 28, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Omar Anzaldua

**Agenda Item:** Consideration and action, if any, authorizing City Manager to advertise for bids for the Hike & Bike Sewer Adjustment and Lift Station No. 1 Forcemain Diversion Project (Veterans Rd. Tunnel).

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:**

This request is to advertise for bids for the Hike & Bike Sewer Adjustment and Lift Station No. 1 Forcemain Diversion Project. This project is required as part of the utility adjustments for the proposed Hike & Bike (Veterans Rd. Tunnel) Project.

**Financial Consideration:** Engineer's Opinion of Probable Cost \$300,000

**Staff Recommendation:** Staff recommends approval of authorization to advertise a solicitation for formal sealed bids for the Hike & Bike Sewer Adjustment and Lift Station No. 1 Forcemain Diversion Project (Veterans Rd. Tunnel).

**Alternatives:** None

---

### **ROUTING:**

Omar Anzaldua

Created/Initiated - 03/28/2018

Omar Anzaldua

Approved - 03/28/2018

Karla Moya

New - 01/31/2018

Sandra Zamora

City Management Office





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.H.

**DATE SUBMITTED:** March 28, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Elva Guajardo, Administrative Assistant

**DEPARTMENT:** Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Consideration and action, if any, on request from South Texas College to use the Development and Research Center Meeting Room as Early Voting and Election Day polling location for their Board of Trustees Single-Member District 6 Election on May 5, 2018.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** South Texas College wishes to host election for its Board of Trustees Single-Member District #6. The election will be administered by the Hidalgo County Elections Department.

**Financial Consideration:** They are requesting to waive the fee of \$4,800.

**Staff Recommendation:** City Commission approve this item.

**Alternatives:** n/a

---

### **ROUTING:**

Elva Guajardo  
Sergio Alanis  
City Management Office

Created/Initiated - 03/28/2018  
Approved - 03/28/2018  
Final Approval - 03/29/2018



## Office of the President

3201 W. Pecan Blvd.  
McAllen, TX 78501  
t 956-872-8366  
f 956-872-8368

March 28, 2018

P.O. Box 9701, McAllen, TX 78502-9701  
[www.southtexascollege.edu](http://www.southtexascollege.edu)

Ms. Hilda Pedraza

Re: South Texas College May 5<sup>th</sup> Trustee Election

Dear Ms. Pedraza,

South Texas College will hold an election for its Board of Trustees Single-Member District #6 on May 5, 2018. We would like to request the use of **Pharr Development and Research Center** as an Early Voting and Election Day polling place. This election will be administered by the Hidalgo County Elections Department.

The **Early Voting** Schedule would be as follows:

| Day of Week | Date      | Open      | Close     |
|-------------|-----------|-----------|-----------|
| Monday      | 4/23/2018 | 7:00 a.m. | 7:00 p.m. |
| Tuesday     | 4/24/2018 | 8:00 a.m. | 6:00 p.m. |
| Wednesday   | 4/25/2018 | 8:00 a.m. | 6:00 p.m. |
| Thursday    | 4/26/2018 | 8:00 a.m. | 6:00 p.m. |
| Friday      | 4/27/2018 | 8:00 a.m. | 6:00 p.m. |
| Saturday    | 4/28/2018 | 8:00 a.m. | 5:00 p.m. |
| Sunday      | 4/29/2018 | Closed    | Closed    |
| Monday      | 4/30/2018 | 8:00 a.m. | 6:00 p.m. |
| Tuesday     | 5/1/2018  | 7:00 a.m. | 7:00 p.m. |

The **Election Day** Schedule would be as follows:

|          |          |           |           |
|----------|----------|-----------|-----------|
| Saturday | 5/5/2018 | 7:00 a.m. | 7:00 p.m. |
|----------|----------|-----------|-----------|

Please complete the separate form, and email or fax your response as soon as possible to:

Andrew Fish  
Administrative Specialist for Board Relations  
Email: [atfish@southtexascollege.edu](mailto:atfish@southtexascollege.edu)  
Phone: (956) 872-3555  
FAX: (956) 872-8368

Thank you,

Shirley A. Reed, M.B.A., Ed.D.  
President

# South Texas College Board of Trustees - May 5, 2018 Election

## Early Voting and Election Day Polling Location Request Form

**Facility Requested:** Pharr Development and Research Center

**Polling Schedule:**

| <b>Day</b> | <b>Date</b> | <b>Start</b> | <b>Close</b> |
|------------|-------------|--------------|--------------|
| Monday     | 4/23/2018   | 7:00 a.m.    | 7:00 p.m.    |
| Tuesday    | 4/24/2018   | 8:00 a.m.    | 6:00 p.m.    |
| Wednesday  | 4/25/2018   | 8:00 a.m.    | 6:00 p.m.    |
| Thursday   | 4/26/2018   | 8:00 a.m.    | 6:00 p.m.    |
| Friday     | 4/27/2018   | 8:00 a.m.    | 6:00 p.m.    |
| Saturday   | 4/28/2018   | 8:00 a.m.    | 5:00 p.m.    |
| Sunday     | 4/29/2018   | Closed       | Closed       |
| Monday     | 4/30/2018   | 8:00 a.m.    | 6:00 p.m.    |
| Tuesday    | 5/1/2018    | 7:00 a.m.    | 7:00 p.m.    |
| Saturday   | 5/5/2018    | 7:00 a.m.    | 7:00 p.m.    |

Please provide access to the polling location at least one hour prior to the start of voting.

**Designated Area:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**Secondary Contact:** \_\_\_\_\_

Please check **all** that apply:

| <b>YES</b>               | <b>NO</b>                |                                                                                        |
|--------------------------|--------------------------|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | You will be able to utilize this facility.                                             |
| <input type="checkbox"/> | <input type="checkbox"/> | A camera system is in place, with view of the polling machines.                        |
| <input type="checkbox"/> | <input type="checkbox"/> | 2 tables, 2 chairs, and restrooms & water fountain are available for election workers. |
| <input type="checkbox"/> | <input type="checkbox"/> | The location of the requested polling place is ADA compliant.                          |

Please fill out the ADA Polling Place checklist below:

|                                                                      | <b>Yes</b> | <b>No</b> | <b>N/A</b> |
|----------------------------------------------------------------------|------------|-----------|------------|
| <b><u>Parking</u></b>                                                |            |           |            |
| 1. Is there at least (1) accessible parking space?                   |            |           |            |
| 2. Is the accessible parking space marked by a visible sign?         |            |           |            |
| 3. Does the sign include the international symbol of accessibility?  |            |           |            |
| 4. Is the accessible parking area paved?                             |            |           |            |
| <b><u>Entrance</u></b>                                               |            |           |            |
| 5. Is the walkway from parking to accessible entrance free of steps? |            |           |            |
| 6. If there are steps or curbs, are ramps provided?                  |            |           |            |
| 7. Is there at least one accessible entrance?                        |            |           |            |
| 8. Can all doors be opened with a closed fist?                       |            |           |            |
| 9. Are all doors wide enough (32") for a wheelchair to pass through? |            |           |            |
| <b><u>Voting Area</u></b>                                            |            |           |            |
| 10. Is there enough space to allow for accessibility of voter?       |            |           |            |

I represent that I have the authority to authorize the use of this polling location for the Election listed above. I certify that the information on this form is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.I.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Elva Guajardo, Administrative Assistant

**DEPARTMENT:** Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Consideration and action, if any, to allow L&F Distributors to host annual company appreciation day at the Pharr Aquatic Center on Saturday, May 19, 2018 from 4:00 p.m. to 8:00 p.m.

**Classification:** Consent

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** L&F Distributors is wishing to host their private annual company party at the Pharr Aquatic Center on May 19, 2018, from 4:00 p.m. to 8:00 p.m.

**Financial Consideration:** L&F will be paying the City of Pharr \$5.00 per person in attendance. In the past two years they have averaged 700 people attend the event.

**Staff Recommendation:** City Commission approve this item.

**Alternatives:**

---

### **ROUTING:**

Elva Guajardo  
Sergio Alanis  
City Management Office

Created/Initiated - 03/29/2018  
Approved - 03/29/2018  
Final Approval - 03/29/2018



March 28, 2018

Sergio Alanis  
1000 S Fir St  
Pharr, TX 78577

Dear Sergio,

L&F Distributors, LLC would like to have their annual company picnic at the Pharr Aquatic Center. We would like to do the same – park is only ours. We would like to have the event on May 5<sup>th</sup> or May 19<sup>th</sup> 2018 from 4 p.m. to 8 p.m.

If you could get back to me what date works for you all I can get started on planning this event.

Thank you in advance for all your help.

  
Diana Garza





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.

**DATE SUBMITTED:** March 28, 2018

**MEETING DATE:** April 2, 2018

**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 - 03/28/2018



## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.1.

**DATE SUBMITTED:** March 22, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 11 South Cage Boulevard. **CUP#911291**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

**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 Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

**Alternatives:** N/A

---

### ROUTING:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 03/22/2018

Approved - 03/26/2018

Approved - 03/27/2018

Final Approval - 03/29/2018



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

April 2, 2018

Conditional Use Permit **Renewal** for ABC –

Junction Cafe

### Background:

Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 26th renewal for Junction Cafe.

The property is located at 11 South Cage Boulevard. It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

P:\Admin\CUPs\ABC\ABC\_R FONG dba JUNCTION CAFE\_1991

## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** JUAN GUERRA, CITY MANAGER

|                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT <b>RENEWAL</b> FOR ABC –<br/>FILE NO. <b>CUP#911291</b> (JUNCTION CAFÉ)</p> |
|-----------------------------------------------------------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Raul Fong, d/b/a Junction Cafe, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

**LEGAL DESCRIPTION:** The property is legally described as Lot 1 and the S7' of Lot 2, Block 1, J.T. Doster Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 11 South Cage Boulevard.

**ZONING:** The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) to the North, South and East and General Business (C) to the West. The area is generally designated for commercial use in the Land Use Plan.

|                  |                         |                                                    |
|------------------|-------------------------|----------------------------------------------------|
| <b>COMMENTS:</b> | <b>CODE COMPLIANCE:</b> | Recommends approval of the Conditional Use Permit. |
|------------------|-------------------------|----------------------------------------------------|

**FIRE MARSHAL:** Recommends approval of the Conditional Use Permit.

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

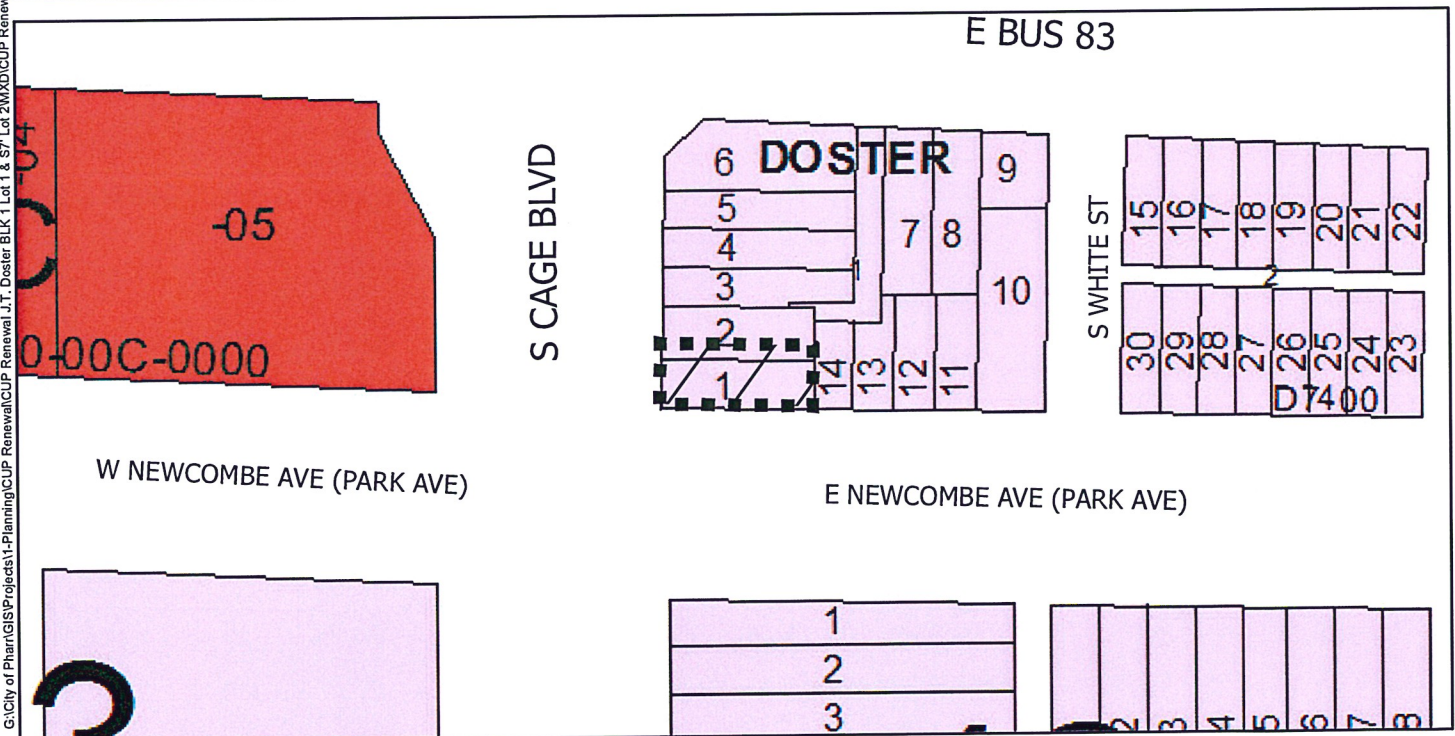
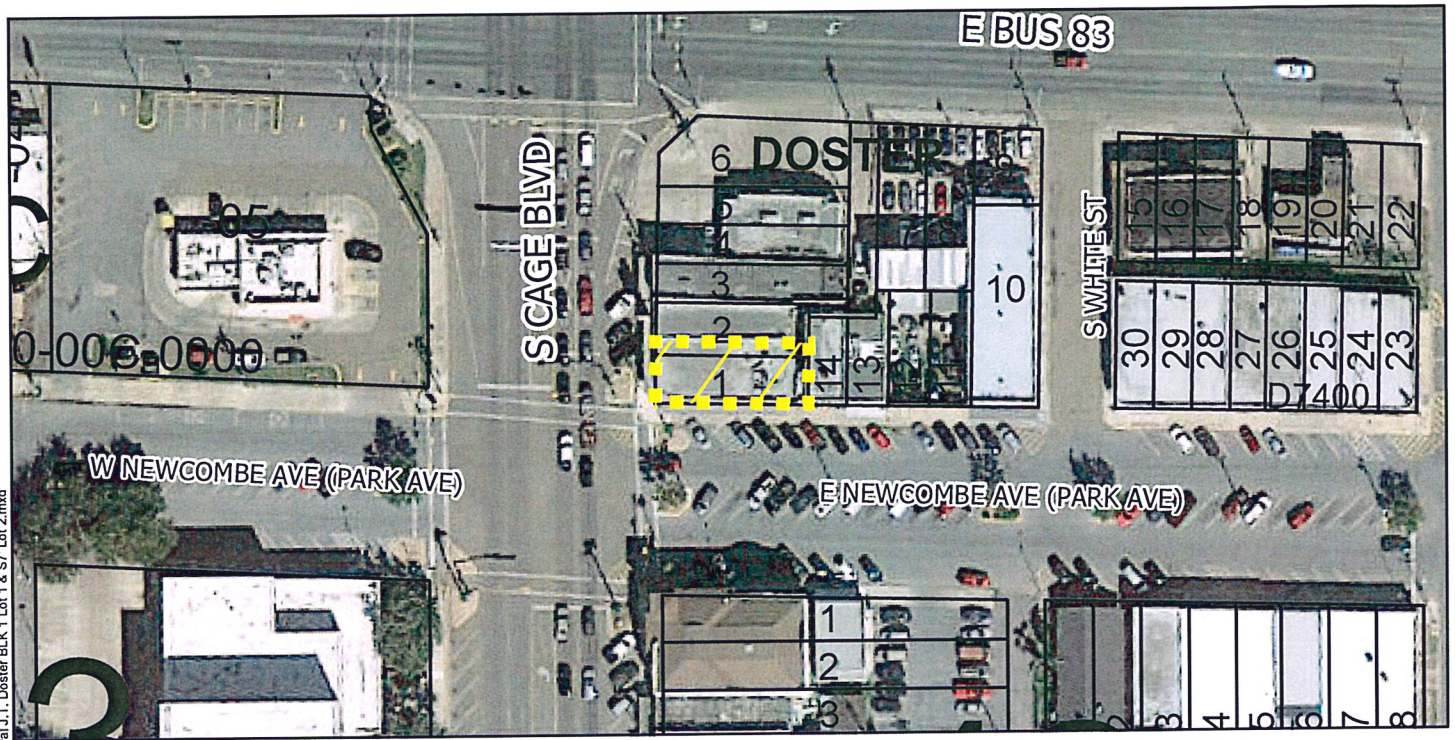
**HEALTH DIVISION:** Recommends approval of the Conditional Use Permit

**PLANNING DEPT.:** Recommends approval of the Conditional Use Permit.

**DEVELOPMENT SERVICES STAFF 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 Business District (C-2) subject to site and applicant being in compliance with all City Ordinances and City Department requirements.

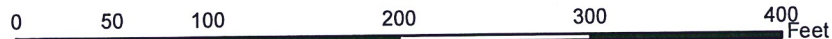


Conditional Use Permit Renewal  
J.T. Doster BLK 1 Lot 1 & S7' Lot 2  
Junction Cafe



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

Scale: 1 inch = 100 feet



Date: 3/22/2018



## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.2.

**DATE SUBMITTED:** March 22, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Paradise Bar and Grill LLC, d/b/a Cantina Bar and Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 187, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6905 South Jackson Road. **CUP#170209**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Paradise Bar and Grill LLC, dba Cantina Bar and Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

**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:

Angie Resio  
Roland Gomez  
Melanie Cano  
City Management Office

Created/Initiated - 03/22/2018  
Approved - 03/26/2018  
Approved - 03/27/2018  
Final Approval - 03/27/2018





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

April 2, 2018

Conditional Use Permit **Renewal** for ABC

Catina Bar and Grill.

### Background:

Paradise Bar and Grill LLC d/b/a Catina Bar and Grill, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Catina Bar and Grill.

The property is located at 6905 S. Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit 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\CUPs\ABC-Cantina Bar and Grill\_Paradise Bar and Grill LLC\_2017

## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** JUAN GUERRA, CITY MANAGER

|                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT FOR ABC <b>RENEWAL</b> –<br/>FILE NO. <b>CUP#170209</b> (CANTINA BAR AND GRILL)</p> |
|-------------------------------------------------------------------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Paradise Bar and Grill LLC, dba Cantina Bar and Grill, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

**LEGAL DESCRIPTION:** The property is legally described as being Lot 187, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 6905 South Jackson Road.

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

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

**HEALTH DIVISION:**

Recommends approval of the Conditional Use Permit

**FIRE MARSHAL:**

Recommends approval of the Conditional Use Permit.

**POLICE CHIEF:**

Recommends approval of the Conditional Use Permit.

**PLANNING  
DEPARTMENT:**

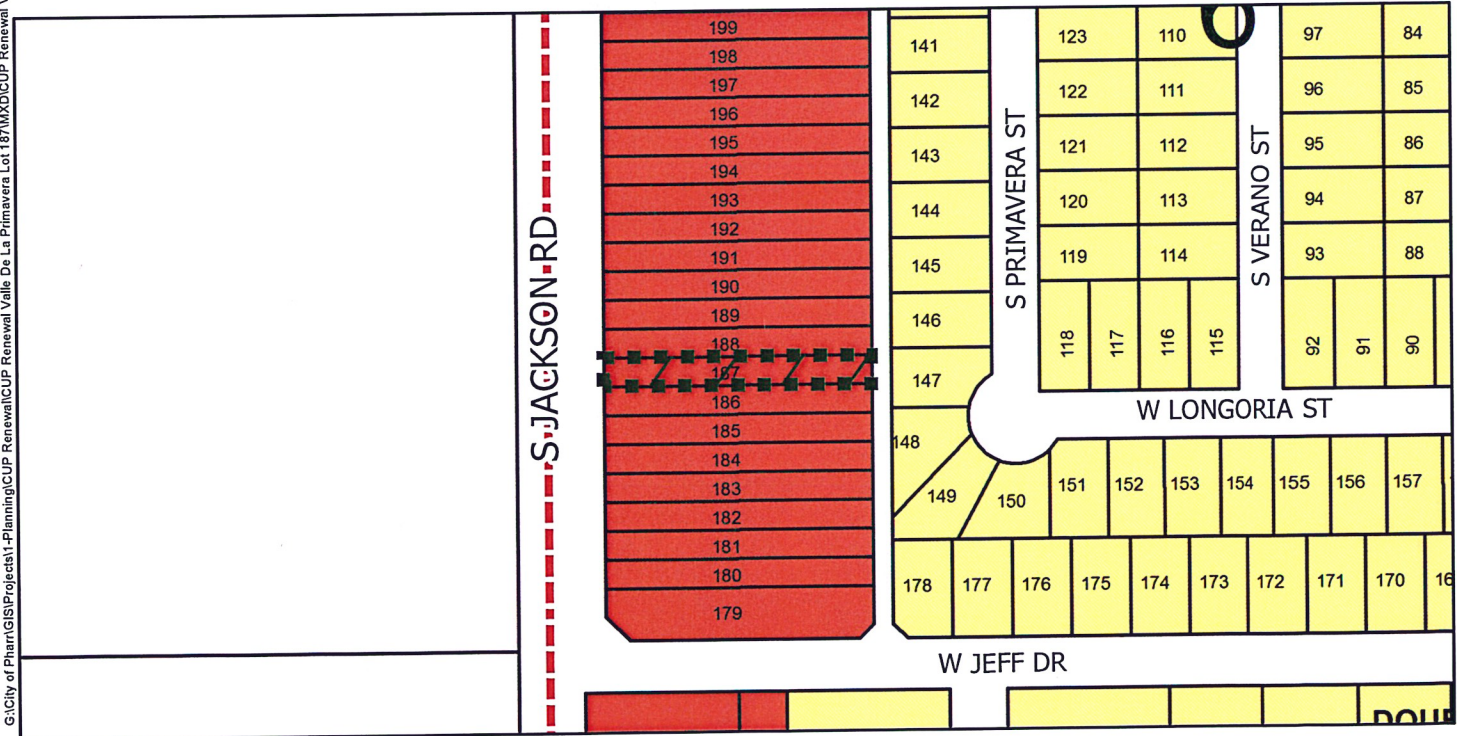
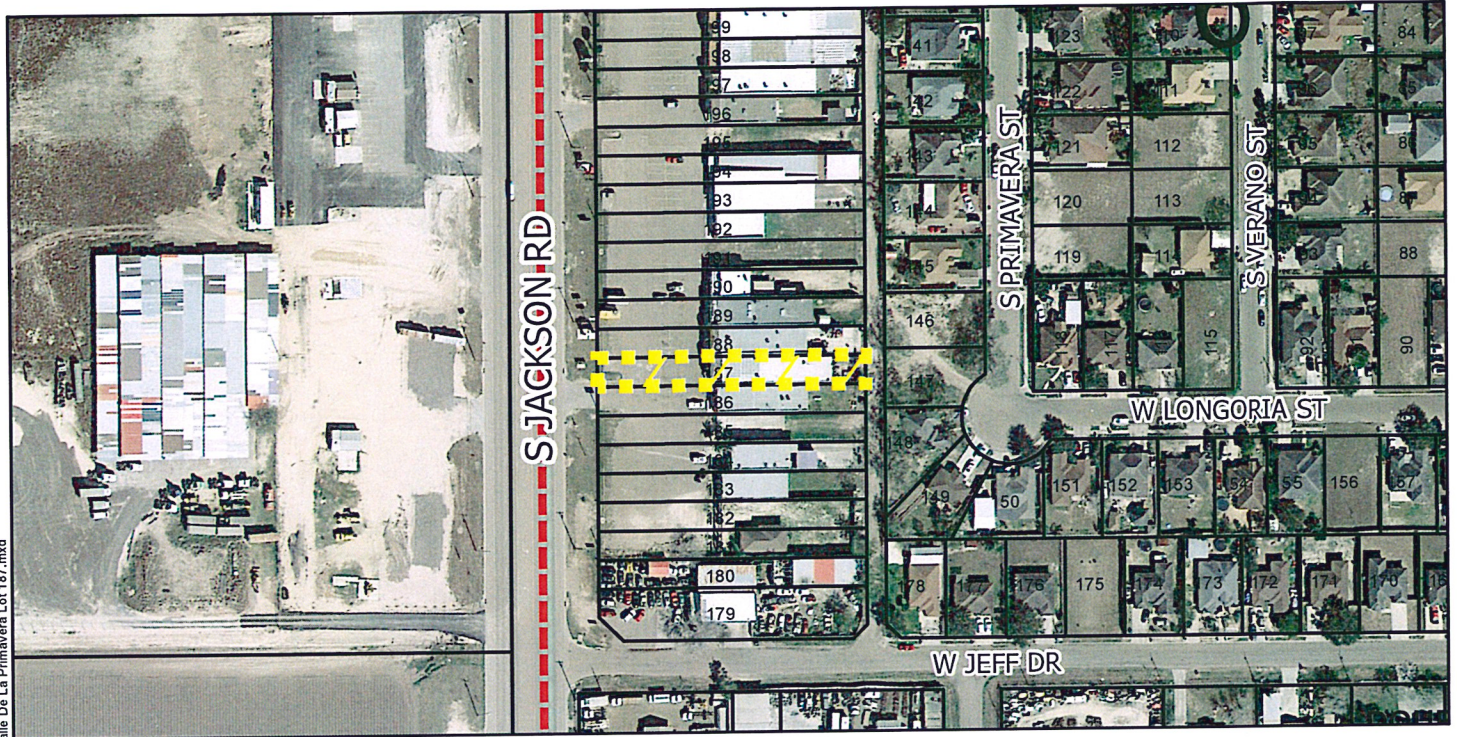
Recommends approval of the Conditional Use Permit.

**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.

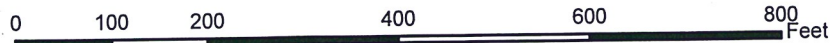


Conditional Use Permit Renewal  
 Valle De La Primavera Lot 187  
 Paradise Bar & Grill LLC/ P&E Pina



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

Scale: 1 inch = 200 feet



Date: 2/23/2018





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.3.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Rita Galvan, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Jose E. Monroy, d/b/a Alicia's Su Cocina, 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 being all of Lots 5 and 6, Ferguson Paradise Estates Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 805 East Ferguson Avenue. **CUP#180313**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Jose E. Monroy, d/b/a Alicia's Su Cocina, 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).

**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 General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

The 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 General Business District (C) subject to site being in compliance with all City Ordinances and City Department requirements.

**Alternatives:** N/A

---

**ROUTING:**

Rita Galvan  
Roland Gomez  
Melanie Cano  
City Management Office

Created/Initiated - 03/27/2018  
Approved - 03/29/2018  
Approved - 03/29/2018  
Final Approval - 03/29/2018

## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** JUAN GUERRA, CITY MANAGER

|                                                                                                             |
|-------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT FOR ABC –<br/>FILE NO. <b>CUP#180313</b> (ALICIA'S SU COCINA)</p> |
|-------------------------------------------------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Jose E. Monroy, d/b/a Alicia's Su Cocina, 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 being all of Lots 5 and 6, Ferguson Paradise Estates Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 805 East Ferguson Avenue.

**ZONING:** The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the south east and west and High Density Multi-Family District (R-4) to the north. The area is generally designated for commercial use in the Land Use Plan.

|                  |                         |                                                      |
|------------------|-------------------------|------------------------------------------------------|
| <b>COMMENTS:</b> | <b>POLICE CHIEF:</b>    | Recommends approval of the Conditional Use Permit.   |
|                  | <b>FIRE DEPARTMENT:</b> | Pending re-inspection of the Conditional Use Permit. |

**CODE COMPLIANCE  
DIVISION:**

Recommends approval of  
the Conditional Use Permit.

**HEALTH DIVISION:**

Recommends approval of  
the Conditional Use Permit.

**PLANNING DIVISION:**

Recommends approval of  
the Conditional Use Permit.

**NOTIFICATION  
OF PUBLIC:**

Twenty-four (24) 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.

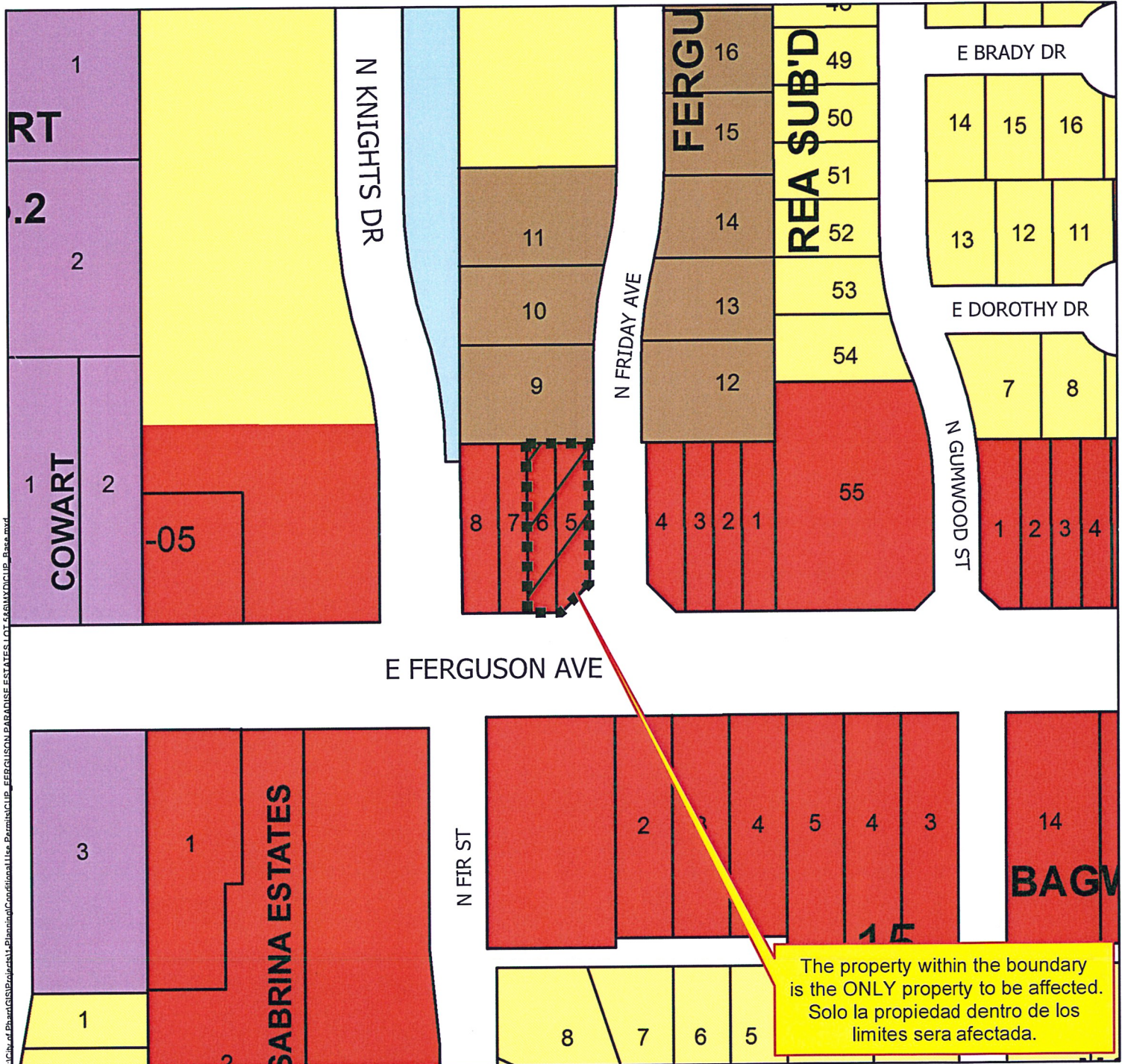
**DEVELOPMENT  
SERVICES  
RECOMMENDATION:**

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 General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements.

**PLANNING & ZONING  
COMMISSION:**

The 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 General Business District (C) subject to site being in compliance with all City Ordinances and City Department requirements.

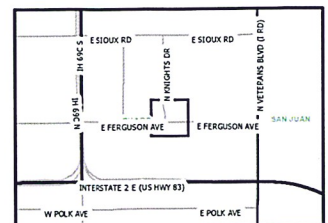




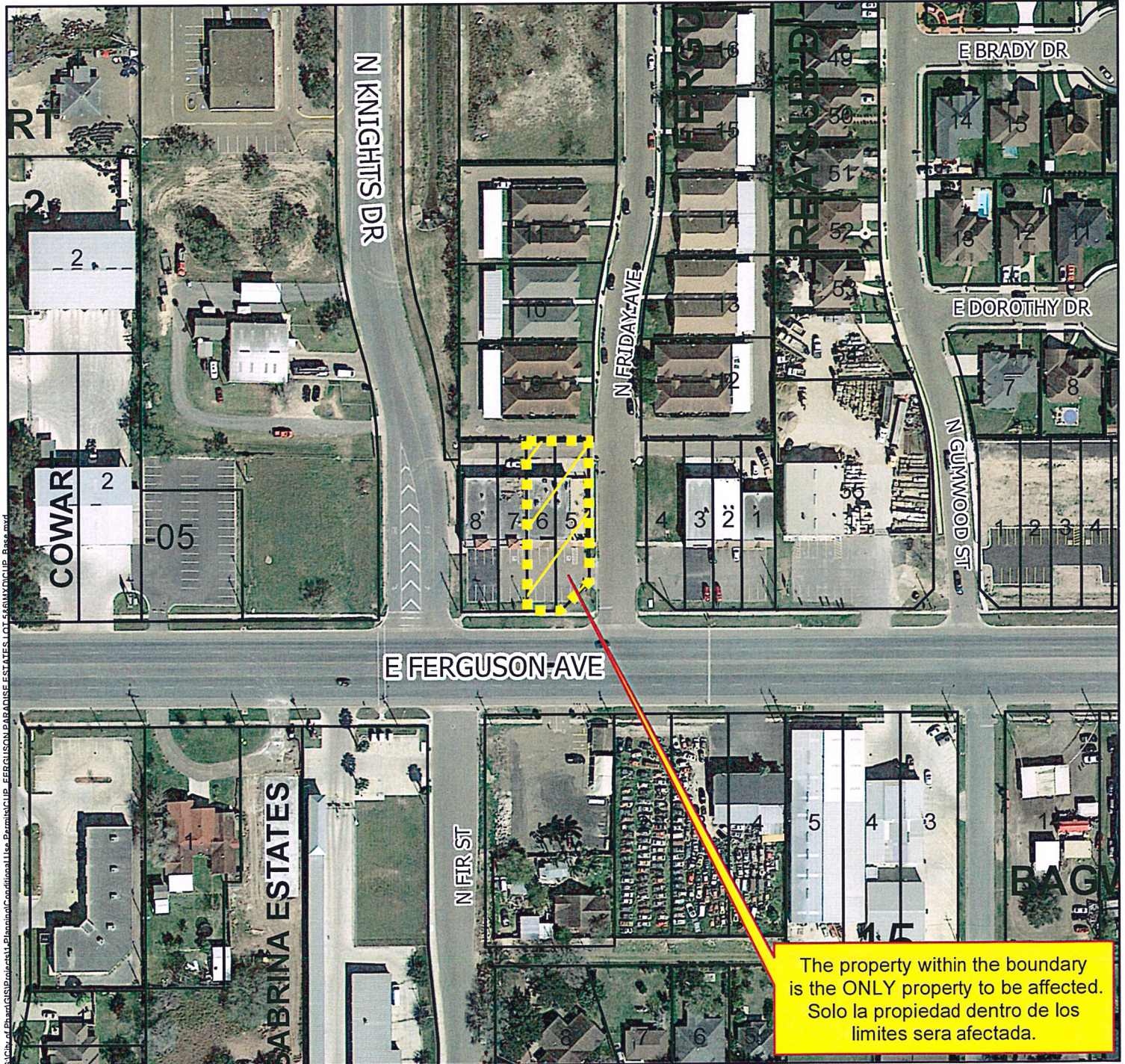
The property within the boundary  
is the ONLY property to be affected.  
Solo la propiedad dentro de los  
limites sera afectada.

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

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



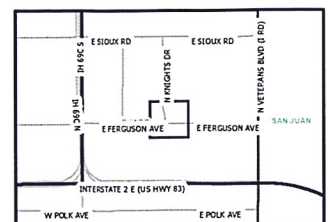




The property within the boundary  
is the **ONLY** property to be affected.  
Solo la propiedad dentro de los  
limites sera afectada.

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

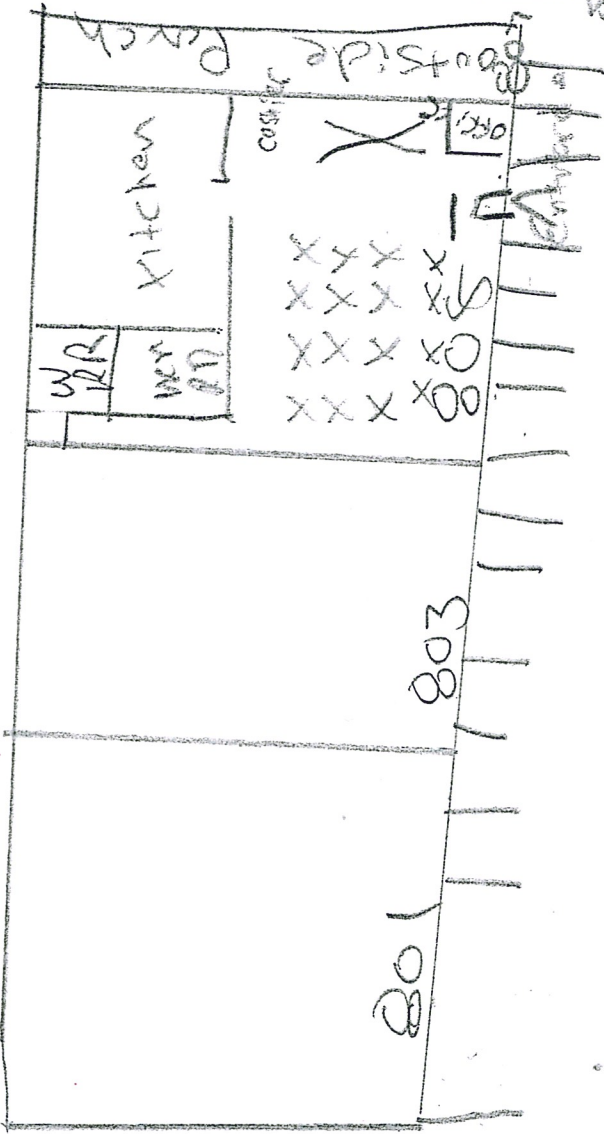
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.





N Friday

- Alicia's Soccer



Knights

Ferguson

## BREAKFAST TACOS

**6" Tortilla \$1.49 / 10" Burrito \$2.49**

Bacon and Egg - Potato and Egg - Ham and Egg -  
Chorizo and Egg - Mexican Style Egg

**6" Tortilla \$1.99 / 10" Burrito \$3.99**

Egg machacado - Chicharrón in salsa



## BREAKFAST

**Special T-Bone Breakfast.....\$11.99**

T-Bone, 2 Eggs and 2 entomatadas with a side of refried beans and hash browns.

**Special Breakfast Steak .....\$8.99**

Beef steak, 2 Eggs, and 2 entomatadas, with a side of Refried Beans or Hash Browns.

**T-Bone'n Eggs.....\$10.99**

T-Bone and 3 Eggs, with a side of Refried Beans or Hash Browns.

**Steak'n Entomatadas.....\$8.99**

Beef Steak and 2 Entomatadas, with a side of Refried Beans or Hash Browns.

**Steak'n Chilaquiles.....\$8.99**

Beef Steak and Fried Tortilla Chips Smothered in Our Specially Prepared Tomato Sauce, Topped with Melted Mozzarella Cheese, with a Side of Refried Beans.

**Huarache Eggs.....\$8.99**

Porkchop and 2 Sunny-Side Up Eggs on Tortilla Topped with Our Ranchero Sauce, with 2 Bacon Strips and a side of Refried Beans.

**Chilaquiles.....\$5.99**

Topped with Melted Mozzarella Cheese with a side of Refried Beans.

**Special Chilaquiles .....\$6.99**

Fried Tortilla Chips Smothered in Our Specially Prepared Tomato Sauce, Topped with Melted Mozzarella Cheese and Shredded Chicken Breast or Beef, with a Side of Refried beans.

**Entomadas.....\$4.99**

4 Corn Tortillas Stuffed and Topped with Mexican Panela Cheese.

**Chicharrón in Salsa.....\$6.99**

Chicharrón cooked in a Delicious Red Salsa, with a Side of Refried Beans.

**Omelette.....\$5.99 Mexican style + \$0.99**

3 Eggs Stuffed with Ham and Cheese, with side of Refried Beans.

**Machacado Eggs.....\$7.99 Mexican Syle + \$0.99**

Dried Beef and 3 Eggs, with a Side of Refried Beans.

**Migas.....\$3.99 Mexican Syle + \$0.99**

Fried Tortilla Chips with Egg and a side of Refried Beans.

**Rancheros Eggs.....\$4.99**

2 Eggs Sunny-Side up on Corn Tortillas Topped with Our Delicious Ranchero Sauce, with a Side of Refried Beans and Hash Brown

**Eggs Your Way.....\$4.99 Mexican Syle + \$0.99**

3 Eggs with Ham, Bacon, Chorizo, Potato, or Mexican Style with a side of Refried Beans.

**Easy Eggs.....\$2.99**

2 Scrambled or Over-Easy Eggs with Refried Beans.

**Pancakes.....\$2.99**

2 Fluffy pancakes.

**Oatmeal.....Medium \$3.99 Large \$4.99**





## TACOS AND BURRITOS

### Tacos Reynosa Fajita.....\$5.99

4 Flour or Corn Tortillas Stuffed with Fajita, Topped with Onion, Cilantro and Sauteed Onions, with a Side of Charro Beans.

### Tacos Reynosa Steak.....\$5.99

Beef Steak, Topped with Onion, Cilantro, and Sauteed Onions, with a Side of Charro Beans.

### Tacos Plancha.....\$7.99

4 Flour or Corn Tortillas Stuffed with Fajita, Shredded Chicken, or Shredded Beef and Melted Mozzarella cheese Crisped to Perfection, with a Side of Refried Beans and Salad.

### Texan tacos.....\$5.99

4 Soft or Crispy Flour or Corn Tortillas Filled with Ground Beef, Shredded Beef, or Shredded Chicken, Topped with Lettuce and Tomato



### Special Quesadillas.....\$5.99

4 Flour or Corn Tortillas Stuffed with Melted Mozzarella Cheese Crisped to Perfection, with a Side of Refried Beans and Salad.

### Sincronizada.....\$9.99

14" Flour Tortilla Stuffed with Refried Beans, Melted Mozzarella Cheese, and Beef Steak or Fajita, Crisped to Perfection, with Salad.

### Burrito Gigante.....\$11.99 Add Rice Free! Add Cheese + \$1.49

16" Soft Flour Tortilla Filled with Refried Beans and Beef Steak, Fajita, Shredded Beef, or Shredded Chicken, with a Salad.



## CLASSICS

### Enchiladas.....\$7.99

4 Corn Tortillas Smothered in Our Specialty Enchilada Sauce, Stuffed with Ground Beef, Shredded Chicken, or Cheese, with a Side of Rice, Refried Beans, and Salad.

### Flautas.....\$6.99

5 Corn Tortillas stuffed with Shredded Beef or Chicken, Rolled Up and Fried to Perfect, Topped with Lettuce, Tomato, Cheese, and Sour Cream.

### Tostada or Sope(1).....\$2.69

A crispy Corn Tortilla or Sope Topped with Refried Beans, Lettuce, Tomato, Cheese, Sour Cream, and Ground Beef, or Shredded Chicken.



### Gordita(1).....\$2.49

Gordita Stuffed with Ground Beef, Shredded Beef, or Chicken, Lightly Topped with Cheese.

### Pozole.....Medium \$6.99 Large \$8.99

Guadalajara style.

### Menudo.....Medium \$6.99 Large \$8.99

Beef Tripe Soup

### Baked Potato.....Medium \$4.99 Large \$5.99

Baked Potato topped with Butter & Melted Cheese.

### Special Baked Potato.....Medium \$5.99 Large \$7.99

Baked Potato Topped with Butter, Melted Cheese, and Beef Steak or Fajita. \*Additional Cost for Fajita







## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.4.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Big River Brewery, 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 being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 505 West Nolana Loop. **CUP#170314**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Big River Brewery, 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). **CUP#170314**

**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:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 03/26/2018

Approved - 03/27/2018

Approved - 03/27/2018

Final Approval - 03/29/2018



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

April 2, 2018

Conditional Use Permit for ABC –

Big River Brewery LLC

### Background:

Big River Brewery LLC., is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Big River Brewery LLC.

The property is located at 505 West Nolana Loop. It is General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

### Recommendations:

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

P:\Admin\CUPs\ABC-BIG RIVER BREWERY LLC\_S AND B PADILLA\_2017



## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** MAYOR AND CITY COMMISSION

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

**THROUGH:** JUAN GUERRA, CITY MANAGER

|                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------|
| <p><b>SUBJECT:</b> CONDITIONAL USE PERMIT FOR ABC –<br/>FILE NO. <b>CUP#170314</b> (BIG RIVER BREWERY, LLC)</p> |
|-----------------------------------------------------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Big River Brewery, 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 being a 0.37 acre tract of land, more or less, out of the E7.50AC-W20AC, Lot 107, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property's physical address is 505 West Nolana Loop.

**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. This area is generally designated for commercial use in the Land Use Plan.

|                  |                         |                                                    |
|------------------|-------------------------|----------------------------------------------------|
| <b>COMMENTS:</b> | <b>CODE COMPLIANCE:</b> | Recommends approval of the Conditional Use Permit. |
|                  | <b>HEALTH DIVISION</b>  | Recommends approval of the Conditional Use Permit. |

**FIRE MARSHAL:**

Recommends approval of the Conditional Use Permit.

**POLICE CHIEF::**

Recommends approval of the Conditional Use Permit

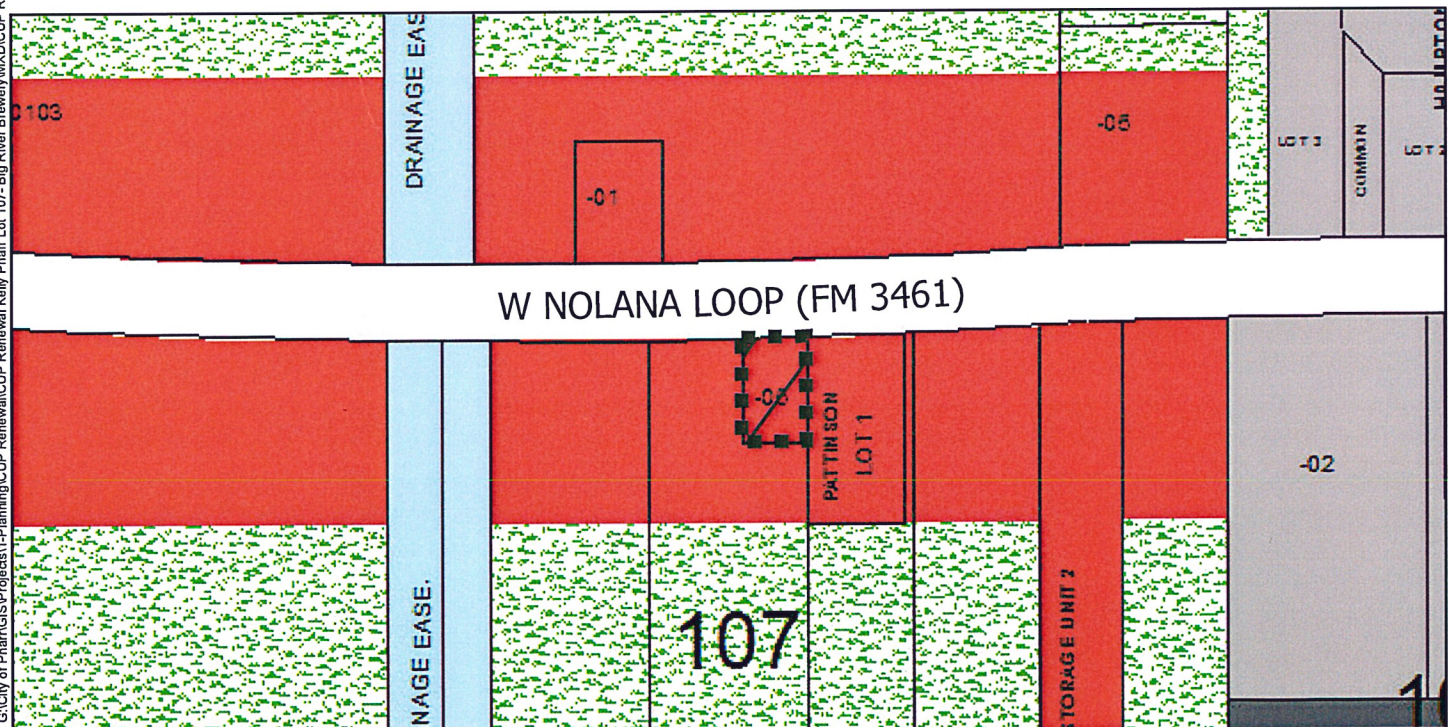
**PLANNING DEPT.:**

Recommends approval of the Conditional Use Permit.

**DEVELOPMENT  
SERVICES STAFF  
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.





- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| 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 #:** 5.J.5.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3) for the property legally described as being a 16.99 acre tract of land out of Lot 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. **COZ#171273**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3). **COZ#171273**

The City is currently in the process of updating the sewer system between Ridge Road and East and West Moore Rd. Esponjas Development understands that they cannot connect into the City's sanitary sewer system until upgrades are completed.

**Financial Consideration:** N/A

**Staff Recommendation:** Development Services is recommending approval of the request to re-zone to Medium-Density Multi-Family District (R-3) as the property meets area requirements has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-

Family District (R-3) subject to staff's recommendations.

**Alternatives:** N/A

---

**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Angie Resio            | Created/Initiated - 03/29/2018 |
| Roland Gomez           | Approved - 03/29/2018          |
| Melanie Cano           | Approved - 03/29/2018          |
| City Management Office | New -                          |



## STANDARDIZED RECOMMENDATION FORM

**MEETING DATE:** April 2, 2018

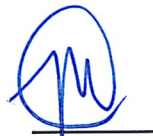
**ROUTE TO BOARD:**

|                                                                                                              |                                                                                           |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input type="checkbox"/> CITY COMMISSION<br><input checked="" type="checkbox"/> PLANNING & ZONING COMMISSION | <b>AGENDA ITEM:</b> <u>COZ:#171273</u><br><b>DATE SUBMITTED:</b> <u>December 28, 2017</u> |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

1. **Applicant:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, owners.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3).
3. **Nature / Intent of Request:** In order to develop the property into a medium-density multi-family residential subdivision.

4. **Routing to Staff:**

A. **Melanie Cano, Director**

  
\_\_\_\_\_

Initials

3/29/18  
\_\_\_\_\_

Date

☒ Approval ☐ Denial

B. **Planning Staff Recommendations**

  
\_\_\_\_\_

Initials

3/29/18  
\_\_\_\_\_

Date

☒ Approval ☐ Denial

C. **Planning and Zoning Commission**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

D. **City Attorney**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

E. **City Manager**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial





## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** PLANNING AND ZONING COMMISSION

**FROM:** DEVELOPMENT SERVICES

**SUBJECT:** Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3): Being 16.99 acre tract of land out of Lot 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 901 West Ridge Road.

---

### REZONING CHECKLIST / GOALS:

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

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

### DESCRIPTION OF PROPERTY:

Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from

## DESCRIPTION OF PROPERTY:

Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3).

The subject site is located on the south side of West Ridge Road and the property's physical address is 901 West Ridge Road. The property is legally described as being a 16.99 acre tract of land out of Lot 202 and 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject site currently consists of two (2) lots which has an entrance approximately 115 feet in width coming off of West Ridge Road onto a street that is approximately 55-60 feet in width and run approximately 355 feet into a proposed private subdivision. West Ridge Road is a 100' minor arterial which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding properties are zoned High-Density Multi-Family District (R-4) and Agricultural and/or Open Space District (A-O) to the west, Agricultural and/or Open Space District (A-O) to the north and east and Single-Family Residential District (R-1) and Residential Mobile Home District (R-MH) to the south. The property is generally designated for commercial and multi-family residential use in the Land Use Plan.

On January 06, 2004, a portion of the property to the west was rezoned to High-Density Multi-Family District (R-4). A portion of the property to the south was rezoned to Single-Family Residential District (R-1) on March 05, 1996 and the other portion to Residential Mobile Home District (R-MH) on March 30, 1982, when the city adopted the current zoning ordinance we use today. There have been no other zoning requests within the general vicinity of the subject property since that time.

The owner of the property is requesting a change of zone to a Medium-Density Multi-Family District (R-3) in order to develop the property into part of a seventy-four (74) lot medium-density multi-family residential subdivision.

The medium-density multifamily district is established to provide adequate space and site diversification for medium-density areas that are a mixture of single-family, duplex, and multifamily dwelling units of up to eight units per lot. The area requirements in this district are based on multifamily dwelling units being built on smaller, individual lots and needing to coexist with single-family residences. Only one building will be allowed per lot, and the setbacks will be similar to that of the single-family district. This zone allows medium-density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space are met. Multifamily developments are not a buffer between single-family and commercial uses, and should be properly buffered from nonresidential land uses and traffic, or from pollution and/or environmental hazards.



Nineteen (19) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Two (2) individuals came in for information only and one (1) individual signed up to speak at public hearing in opposition of the item.

Development Services is recommending **approval** of the request to re-zone to Medium-Density Multi-Family District (R-3) as the property meets area requirements has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

## **PLANNING AND ZONING COMMISSION:**

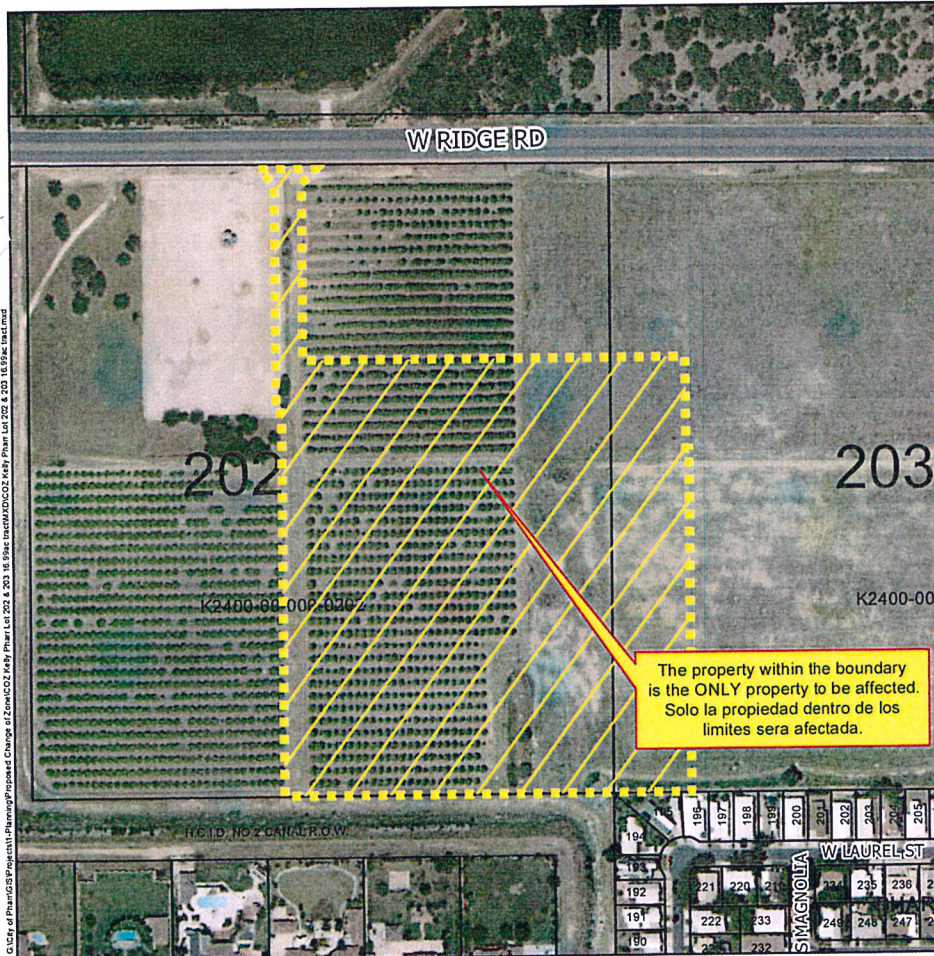
The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to Medium-Density Multi-Family District (R-3) subject to staff's recommendations.

## **CITY COMMISSION OPTIONS:**

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



Proposed Change of Zone  
Kelly Pharr Lot 202 & 203 16.99 Acre Tract  
Esponjas Development  
AO to R3



The property within the boundary is the ONLY property to be affected.  
Solo la propiedad dentro de los limites sera afectada.

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

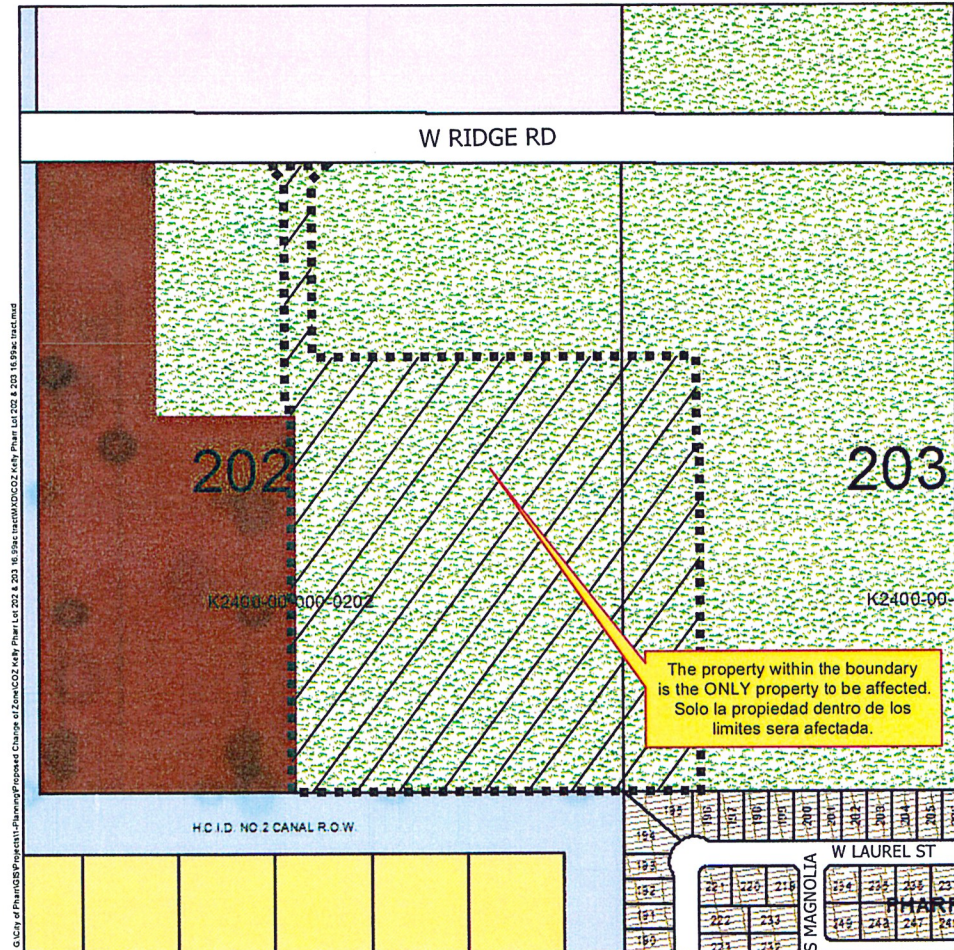
Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet



Date: 1/3/2018

Proposed Change of Zone  
Kelly Pharr Lot 202 & 203 16.99 Acre Tract  
Esponjas Development  
AO to R3



The property within the boundary is the ONLY property to be affected.  
Solo la propiedad dentro de los limites sera afectada.

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

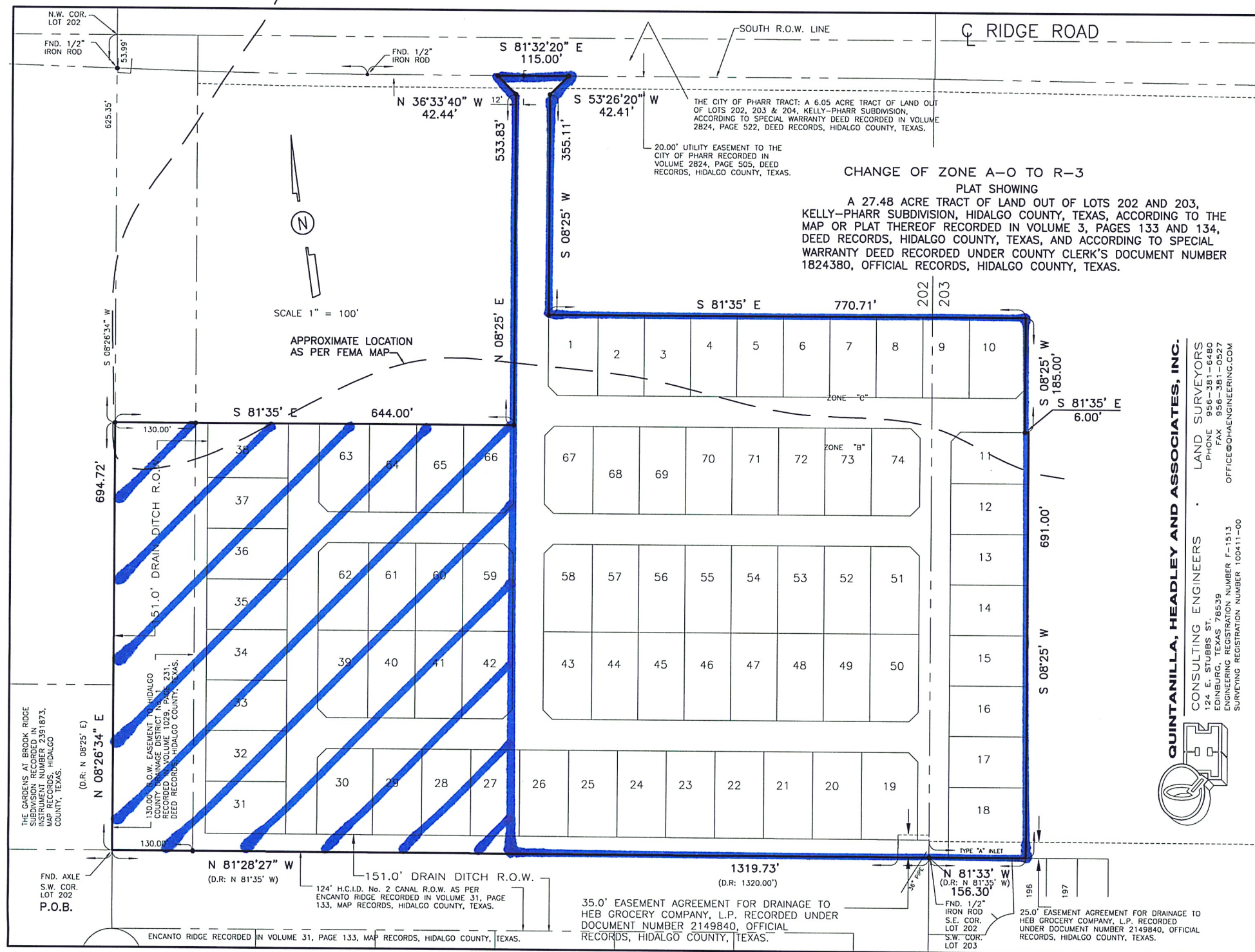
Scale: 1 inch = 250 feet

0 125 250 500 750 1,000 Feet



Date: 1/3/2018





## **MEMORANDUM OF UNDERSTANDING**

between

**PHARR SOUTH COMMUNITY**

and

**ESPONJAS DEVELOPMENT LTD.**

This Memorandum of Understanding (MOU) is entered between the Property Owners of Pharr South, Inc and Esponjas Development Ltd.

The purpose of this MOU is to memorialize the requests and agreements between the Pharr South Community, Inc., the Developer (Esponjas Development), and their Project Manager/Engineer, Mr. Alfonso Quintanilla. The Parties are committed to actively mitigate any negative effects that may occur to the Development so as to not compromise or adversely affect the surrounding residential property owners. Below are responses to your concerns:

### **Pharr South Community Request/Concern:**

The preservation of the two easements along our Community's northern property line, consisting of a ten-foot utility easement for underground phone, cable and similar utilities, in addition to a twenty-five-foot easement which we understand was granted to H-E-B some time ago, are of concern. We have learned the H-E-B easement provides a storm sewer line from the H-E-B holding pond westward to the drainage canal that is located on the western border of our Community. As well as providing H-E-B drainage, this easement has effectively created a shallow ditch and a short berm along our northern property line which is particularly valuable to our Community as it has prevented water resulting from heavy rainfalls from flooding our Community's property on several occasions. We respectfully request the City ensure the shallow drainage ditch and berm along the H-E-B easement not be disturbed or fundamentally altered during any phase of developing the property and construction of the Development.



**Esponjas Development Ltd. Response:**

Esponjas Development has agreed not to disturb the area along the HEB easement.

**Pharr South Community Request/Concern:**

1) The H-E-B easement also provides necessary access by the City, County, AEP, as well as other service providers, to service and maintain the electrical power, security lighting located inside our security fence, storm sewer drains, etc. We have historically relied on this easement because the spacing of our homes does not provide adequate room for access to power poles, transformers, lights, etc. via our property.

Our concern for the above-referenced easements increased when Mr. Cantu described his plans to our Community, stating he intends to place a wooden fence approximately one-foot north of our existing chain link fence, on the H-E-B easement. Mr. Cantu further stated that although individual homeowners in his Development will not be allowed to construct buildings on the HEB easement, they will be free to construct privacy, pet, or other fencing, along their individual lot boundaries, across the HEB easement to connect to or join up with his proposed six-foot board fence. This would effectively block access for the City, County, AEP or contractors needing to service utilities, storm drains, etc. along the easements. For these reasons, we request the City require Mr. Cantu construct his fence on the north side of the HEB easement to continue to allow utility vehicle access as it has always been and is currently available; additionally, we request the fence be built at the earliest time possible during the development stage to help alleviate dust during all phases of development and construction.

2) Further, we request the City ensure the Developer provide gated access to the East and West borders of the HEB easement in order to limit access to unauthorized traffic of any kind, including but not limited to pedestrian traffic, between our respective Communities for security purposes. Additionally, it is our understanding the Homeowners Association for Center on Ridge Estates shall reasonably maintain the HEB easement, i.e. by frequent mowing, weed and tree trimming, maintenance, etc. Our Community also requests that existing trees growing on the HEB easement be left standing so long as they do not create a hazard.

**Esponjas Development Ltd. Response to 1):**

Esponjas Development has agreed to construct their fence on the north side of the HEB easement and will be built at the earliest time possible, which will be before the construction phase of the subdivision improvements.

**Esponjas Development Ltd. Response to 2):**

As per the HEB easement document number 2149840 (the "Easement"), specifically terms and conditions 3 and 5, we can install fences and therefore gates, across the easement since we are the successors of the Grantor described in the Easement. We don't need written approval because we are not modifying the easement and we are not interfering with HEB's use of the easement, which is all stated in Section 3 of Terms and Conditions of the Easement. We will install gates at the HEB easement that limits access to unauthorized traffic of any kind, including but not limited to pedestrian traffic, between our respective Communities for security purposes. As per the Easement, HEB is responsible for maintaining the easement and the homeowners association, the "HOA", will also make sure that the easement is being maintained properly.

~~City Comments: The City recommends that before any development can occur on the HEB easement, they must obtain permission from HEB.~~ The Easement is clear that written approval is only necessary if Grantor desires to utilize the Easement, which we don't have any plans to use the Easement for drainage or any other purpose especially for purposes (installing gates) related to this agreement. See Section 3 of the terms and conditions of the Easement.

**Pharr South Community Request/Concern:**

It is the understanding of the Pharr South Community that there will be sufficient, proper drainage as indicated by Mr. Quintanilla. Mr. Quintanilla advised that the existing drainage canal will be widened and sufficient capacity will be achieved. We understand that the Development will have storm sewers sufficient to resolve any runoff from the Development, and will not impact or involve the Pharr South Community in any way.

**Esponjas Development Ltd Response:**

Valid Statement

**Pharr South Community Request/Concern:**

Please be advised it is and has always been the long-term plan of the Pharr South



Community to construct a security wall to replace the existing chain link fence on our North border which will match our existing security walls along Cage Boulevard and Moore Road. If Mr. Cantu is allowed to construct his board fence on the HEB easement immediately next to our existing fence, it would make it physically impossible for us to build our decorative security wall as planned in the future.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed to construct their fence on the north side of the HEB easement.

**Pharr South Community Request/Concern:**

It was our understanding that the Center on Ridge Estates Development will be limited to single level homes; however, we have since heard conflicting information about the limitation to single level construction only. Therefore, we respectfully request confirmation that construction will be limited to single level homes as discussed at our meetings.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed to construct one (1) story single family dwelling units.

**Pharr South Community Request/Concern:**

We are concerned with dust control during all phases of the development and construction of the Center on Ridge Estates development. We respectfully request the City enforce the use of any and all forms of dust control available, i.e., periodic watering; planting ground cover as soon as possible; providing silt control fencing, etc. We learned first-hand when HEB was building that excessive dust will result from any development and construction, detrimental to the health of some of our Residents who resorted to wearing masks due to the dust during the HEB construction process therefore, whatever dust-reducing measures that can be taken are absolutely necessary.

**Esponjas Development Ltd. Response:**

Esponjas Development must comply with all TCEQ requirements, additionally, the City will conduct periodic inspections to ensure proper measures are in place and properly adhered to.

**Pharr South Community Request/Concern:**

The Residents of Pharr South also have concerns regarding the noise resulting from

all phases of developing and construction. We request all contractors be restricted to construction hours starting no earlier than 6:00 a.m., and ending no later than 8:00 p.m. each day. We request that any and all subcontractors also abide by the terms outlined above.

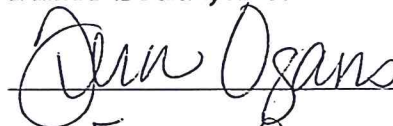
It is the Pharr South Community's understanding that all utilities for the Development will have no bearing or impact whatsoever on the Pharr South Community.

**Esponjas Development Ltd. Response:**

We can understand the neighbors concerns and will institute a rule that construction must be done between 6am and 8pm.

Agreed and accepted on this day of February 15<sup>th</sup>, 2018

**Pharr South, Inc:**

 (Signature)

By: Fern Ogans, Director (Printed Name)

On Behalf of Pharr South Board of Directors (Title)

Date: February 15, 2018

Agreed and accepted on this day of February 15, 2018

**Esponjas Development LTD:**

 (Signature)

By: Cruz Cantu, III (Printed Name)

Its: President (Title)

Date: February 15, 2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.6.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3) for the property legally described as being an 8.42 acre tract of land out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. **COZ#171272**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3). **COZ#171272**

The City is currently in the process of updating the sewer system between Ridge Road and East and West Moore Rd. Esponjas Development understands that they cannot connect into the City's sanitary sewer system until upgrades are completed.

**Financial Consideration:** N/A

**Staff Recommendation:** Development Services is recommending approval of the request to re-zone to Medium Density Multi-Family Residential District (R-3) as the property meets area requirements. If approved, applicant must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request from High-Density Multi-Family Residential District (R-4) to Medium-Density

Multi-Family District (R-3) subject to staff's recommendations.

**Alternatives:** N/A

---

**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Angie Resio            | Created/Initiated - 03/29/2018 |
| Roland Gomez           | Approved - 03/29/2018          |
| Melanie Cano           | Approved - 03/29/2018          |
| City Management Office | New -                          |





## STANDARDIZED RECOMMENDATION FORM

**MEETING DATE:** April 2, 2018

**ROUTE TO BOARD:**

☐ CITY COMMISSION

**AGENDA ITEM:** COZ:#171272

☒ PLANNING & ZONING COMMISSION

**DATE SUBMITTED:** December 28, 2017

1. **Applicant:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, owners.
2. **Requested Action:** Re-zoning request from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3).
3. **Nature / Intent of Request:** In order to develop the property into a medium-density multi-family residential subdivision.

4. **Routing to Staff:**

A. **Melanie Cano, Director**

  
Initials

3/29/18  
Date

☒ Approval ☐ Denial

B. **Planning Staff  
Recommendations**

  
Initials

3-29-18  
Date

☒ Approval ☐ Denial

C. **Planning and Zoning  
Commission**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

D. **City Attorney**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

E. **City Manager**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** PLANNING AND ZONING COMMISSION

**FROM:** DEVELOPMENT SERVICES

**SUBJECT:** Re-zoning Request: From High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3): Being an 8.42 acre tract of land out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 901 West Ridge Road.

---

### REZONING CHECKLIST / GOALS:

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

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

### DESCRIPTION OF PROPERTY:

Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3).



## **DESCRIPTION OF PROPERTY:**

Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3).

The subject site is located on the south side of West Ridge Road and the property's physical address is 901 West Ridge Road. The property is legally described as being an 8.42 acre tract of land out of Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject site currently consists of one (1) lot which is approximately 644.00 feet in width and approximately 694.73 feet in depth. West Ridge Road is a 100' minor arterial which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned High-Density Multi-Family District (R-4). The surrounding properties are zoned High-Density Multi-Family District (R-4) and Agricultural and/or Open Space District (A-O) to the north, High-Density Multi-Family District (R-4) to the west, Agricultural and/or Open Space District (A-O) to the east and Single-Family Residential District (R-1) to the south. The property is generally designated for commercial and multi-family residential use in the Land Use Plan.

On January 06, 2004, the property itself including the property to the north was rezoned to High-Density Multi-Family District (R-4). The property to the west was rezoned to High-Density Multi-Family District (R-4) on September 20, 1994 and the property to the south was rezoned to Single-Family Residential District (R-1) on March 05, 1996. There have been no other zoning requests within the general vicinity of the subject property since that time.

The owner of the property is requesting a change of zone to a Medium-Density Multi-Family District (R-3) in order to develop the property into part of a seventy-four (74) lot medium-density multi-family residential subdivision.

The medium-density multifamily district is established to provide adequate space and site diversification for medium-density areas that are a mixture of single-family, duplex, and multifamily dwelling units of up to eight units per lot. The area requirements in this district are based on multifamily dwelling units being built on smaller, individual lots and needing to coexist with single-family residences. Only one building will be allowed per lot, and the setbacks will be similar to that of the single-family district. This zone allows medium-density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage, and adequate open space are met. Multifamily developments are not a buffer between single-family and commercial uses, and should be properly buffered from nonresidential land uses and traffic, or from pollution and/or environmental hazards.

Eight (8) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Two (2) individuals came in for information

only and two (2) individuals signed up to speak at the public hearing in opposition of the item.

Development Services is recommending **approval** of the request to re-zone to Medium Density Multi-Family Residential District (R-3) as the property meets area requirements. If approved, applicant must comply with all City Ordinances and City Department requirements.

## **PLANNING AND ZONING COMMISSION:**

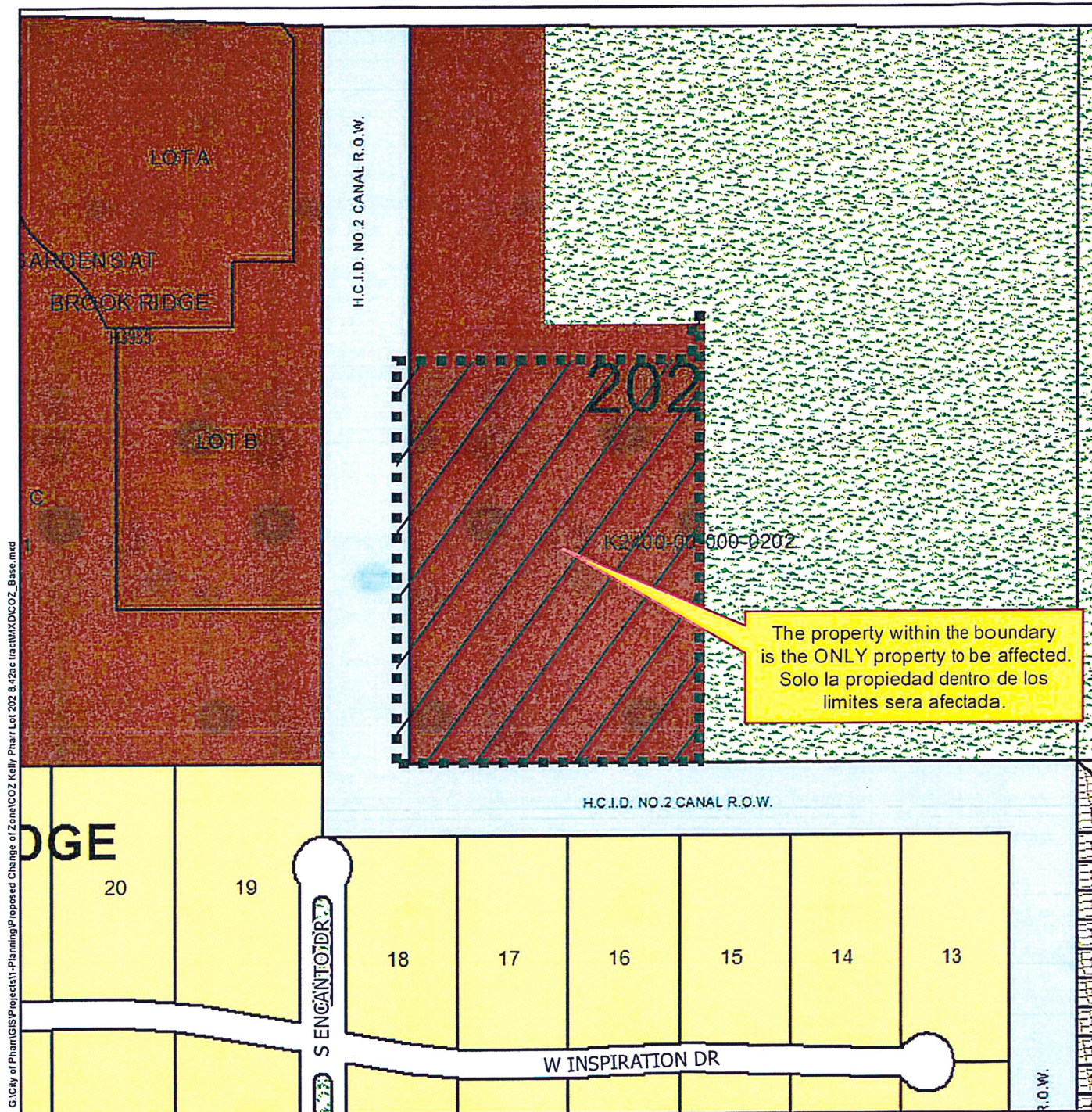
The Planning and Zoning Commission unanimously voted to approve the rezoning request from High-Density Multi-Family District (R-4) to Medium-Density Multi-Family District (R-3) subject to staff's recommendations.

## **CITY COMMISSION OPTIONS:**

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



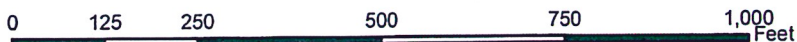
Proposed Change of Zone  
 Kelly Pharr Lot 202 8.42 Acre Tract  
 Esponjas Development  
 R-4 to R-3



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

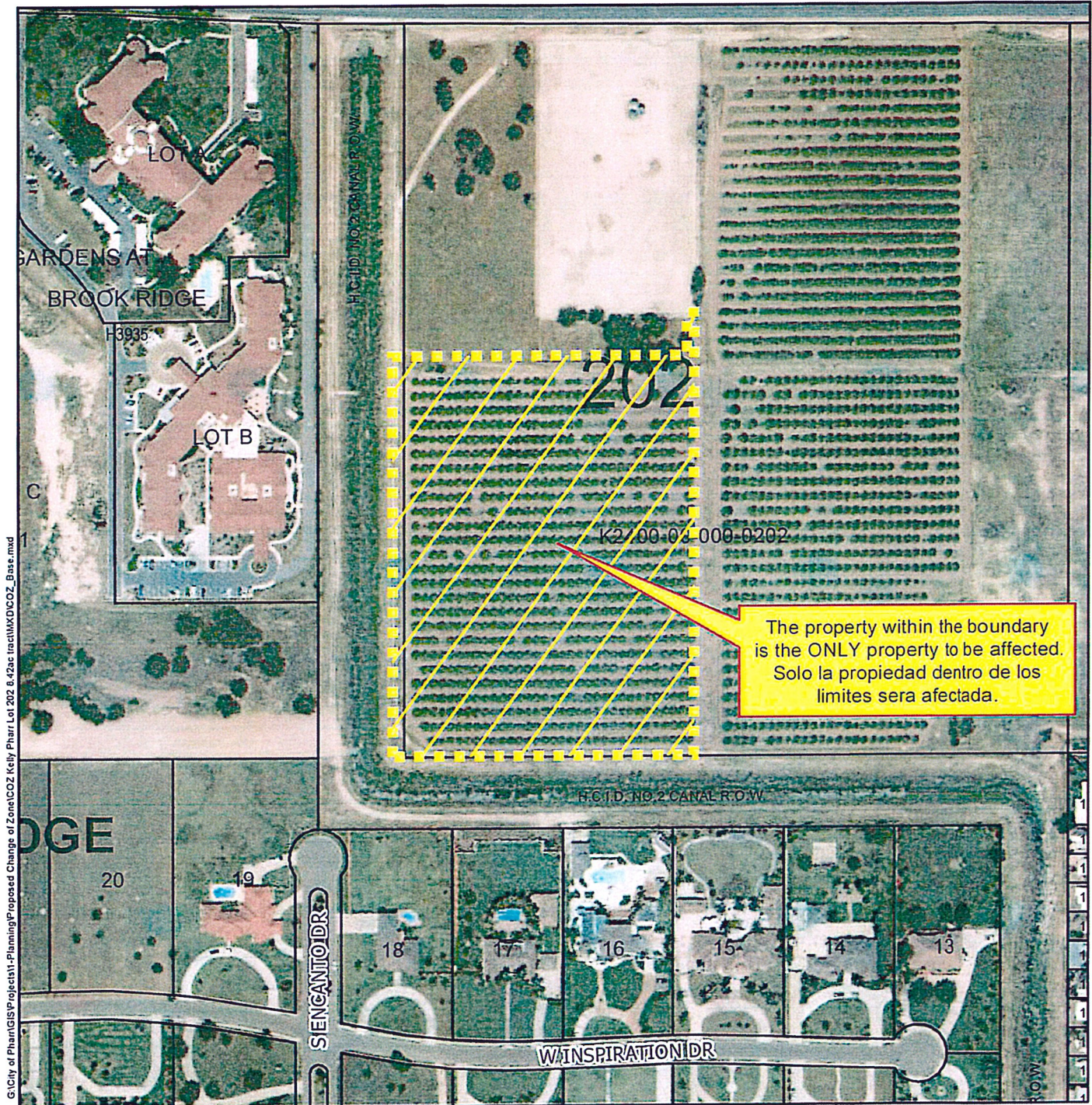
Scale: 1 inch = 250 feet



Date: 1/3/2018

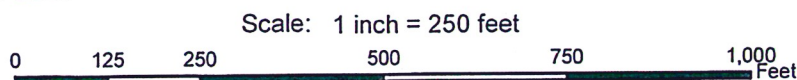


Proposed Change of Zone  
 Kelly Pharr Lot 202 8.42 Acre Tract  
 Esponjas Development  
 R-4 to R-3

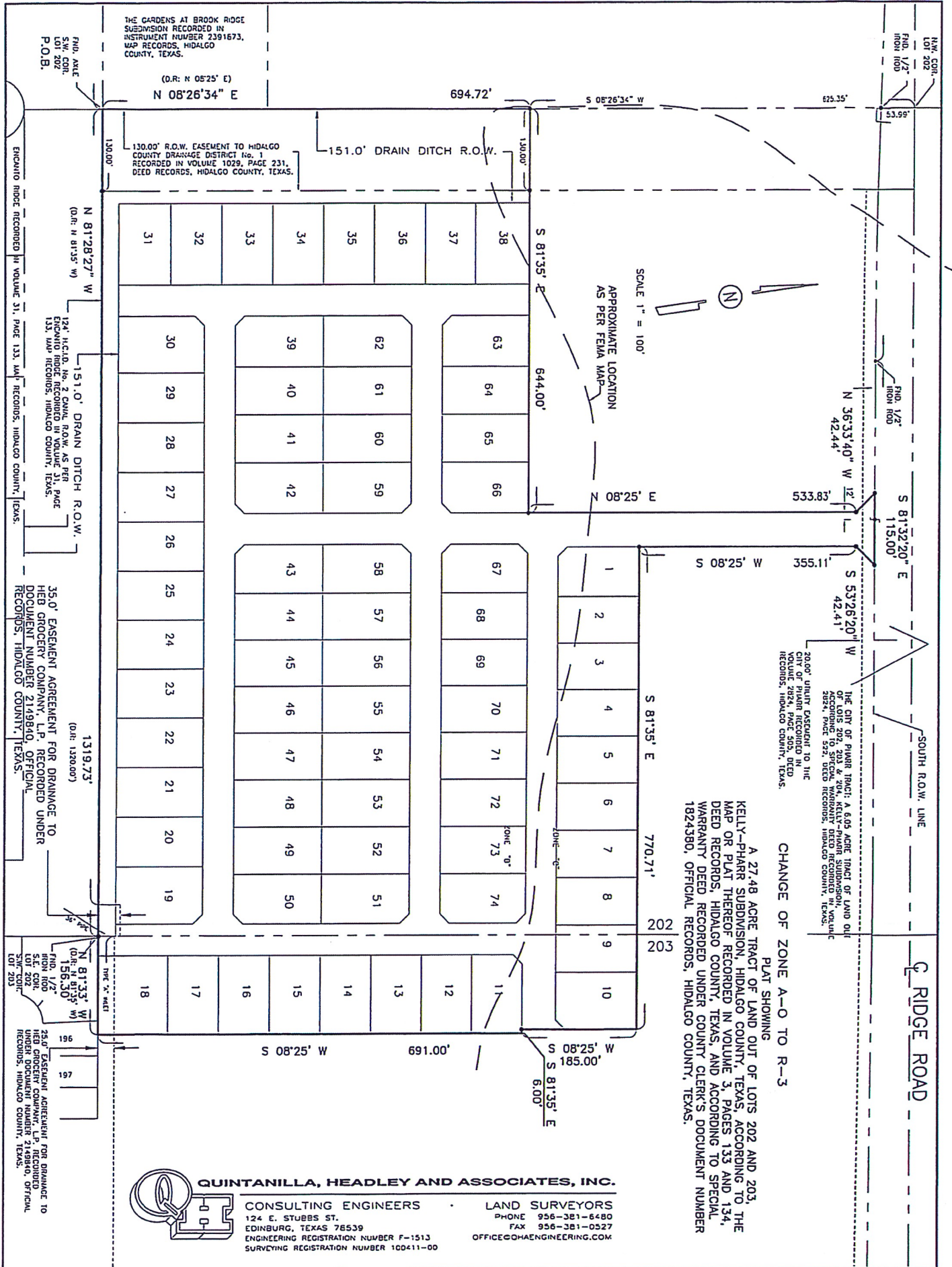


|                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space     | High 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                |                          |

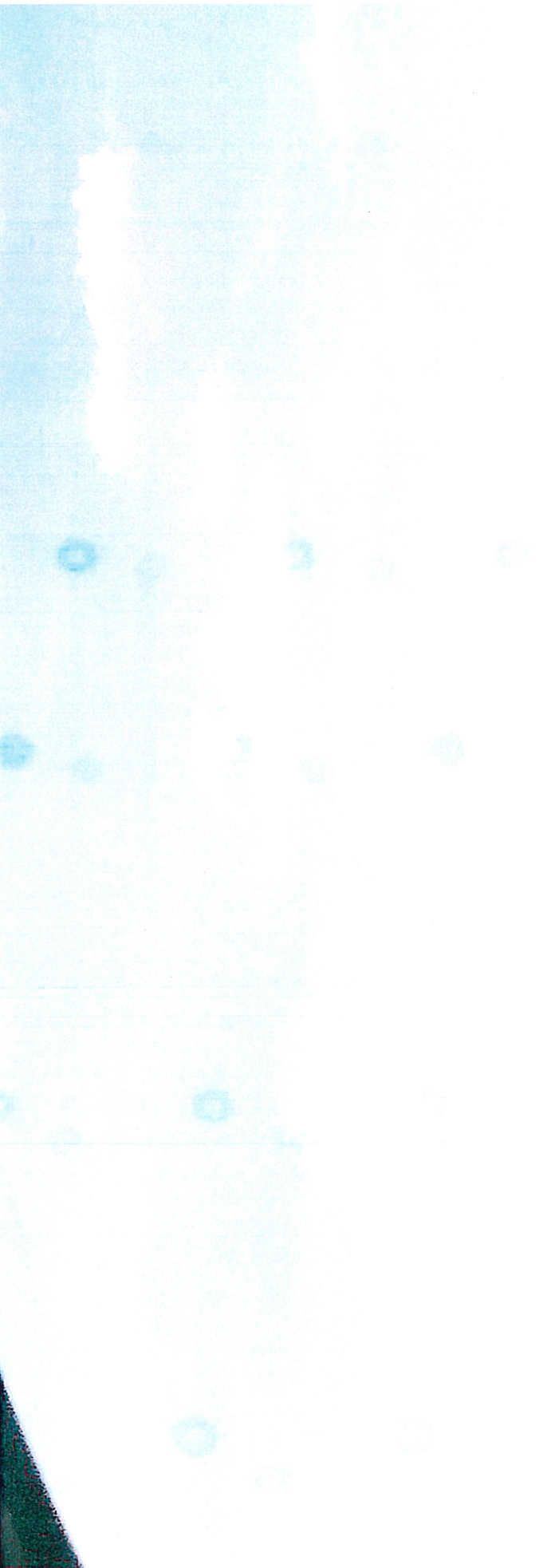
City of Pharr, Texas  
 Engineering Department  
 956.702.5355













# **MEMORANDUM OF UNDERSTANDING**

between

**PHARR SOUTH COMMUNITY**

and

**ESPONJAS DEVELOPMENT LTD.**

This Memorandum of Understanding (MOU) is entered between the Property Owners of Pharr South, Inc and Esponjas Development Ltd.

The purpose of this MOU is to memorialize the requests and agreements between the Pharr South Community, Inc., the Developer (Esponjas Development), and their Project Manager/Engineer, Mr. Alfonso Quintanilla. The Parties are committed to actively mitigate any negative effects that may occur to the Development so as to not compromise or adversely affect the surrounding residential property owners. Below are responses to your concerns:

## **Pharr South Community Request/Concern:**

The preservation of the two easements along our Community's northern property line, consisting of a ten-foot utility easement for underground phone, cable and similar utilities, in addition to a twenty-five-foot easement which we understand was granted to H-E-B some time ago, are of concern. We have learned the H-E-B easement provides a storm sewer line from the H-E-B holding pond westward to the drainage canal that is located on the western border of our Community. As well as providing H-E-B drainage, this easement has effectively created a shallow ditch and a short berm along our northern property line which is particularly valuable to our Community as it has prevented water resulting from heavy rainfalls from flooding our Community's property on several occasions. We respectfully request the City ensure the shallow drainage ditch and berm along the H-E-B easement not be disturbed or fundamentally altered during any phase of developing the property and construction of the Development.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed not to disturb the area along the HEB easement.

**Pharr South Community Request/Concern:**

1) The H-E-B easement also provides necessary access by the City, County, AEP, as well as other service providers, to service and maintain the electrical power, security lighting located inside our security fence, storm sewer drains, etc. We have historically relied on this easement because the spacing of our homes does not provide adequate room for access to power poles, transformers, lights, etc. via our property.

Our concern for the above-referenced easements increased when Mr. Cantu described his plans to our Community, stating he intends to place a wooden fence approximately one-foot north of our existing chain link fence, on the H-E-B easement. Mr. Cantu further stated that although individual homeowners in his Development will not be allowed to construct buildings on the HEB easement, they will be free to construct privacy, pet, or other fencing, along their individual lot boundaries, across the HEB easement to connect to or join up with his proposed six-foot board fence. This would effectively block access for the City, County, AEP or contractors needing to service utilities, storm drains, etc. along the easements. For these reasons, we request the City require Mr. Cantu construct his fence on the north side of the HEB easement to continue to allow utility vehicle access as it has always been and is currently available; additionally, we request the fence be built at the earliest time possible during the development stage to help alleviate dust during all phases of development and construction.

2) Further, we request the City ensure the Developer provide gated access to the East and West borders of the HEB easement in order to limit access to unauthorized traffic of any kind, including but not limited to pedestrian traffic, between our respective Communities for security purposes. Additionally, it is our understanding the Homeowners Association for Center on Ridge Estates shall reasonably maintain the HEB easement, i.e. by frequent mowing, weed and tree trimming, maintenance, etc. Our Community also requests that existing trees growing on the HEB easement be left standing so long as they do not create a hazard.



**Esponjas Development Ltd. Response to 1):**

Esponjas Development has agreed to construct their fence on the north side of the HEB easement and will be built at the earliest time possible, which will be before the construction phase of the subdivision improvements.

**Esponjas Development Ltd. Response to 2):**

As per the HEB easement document number 2149840 (the "Easement"), specifically terms and conditions 3 and 5, we can install fences and therefore gates, across the easement since we are the successors of the Grantor described in the Easement. We don't need written approval because we are not modifying the easement and we are not interfering with HEB's use of the easement, which is all stated in Section 3 of Terms and Conditions of the Easement. We will install gates at the HEB easement that limits access to unauthorized traffic of any kind, including but not limited to pedestrian traffic, between our respective Communities for security purposes. As per the Easement, HEB is responsible for maintaining the easement and the homeowners association, the "HOA", will also make sure that the easement is being maintained properly.

~~City Comments: The City recommends that before any development can occur on the HEB easement, they must obtain permission from HEB.~~ The Easement is clear that written approval is only necessary if Grantor desires to utilize the Easement, which we don't have any plans to use the Easement for drainage or any other purpose especially for purposes (installing gates) related to this agreement. See Section 3 of the terms and conditions of the Easement.

**Pharr South Community Request/Concern:**

It is the understanding of the Pharr South Community that there will be sufficient, proper drainage as indicated by Mr. Quintanilla. Mr. Quintanilla advised that the existing drainage canal will be widened and sufficient capacity will be achieved. We understand that the Development will have storm sewers sufficient to resolve any runoff from the Development, and will not impact or involve the Pharr South Community in any way.

**Esponjas Development Ltd Response:**

Valid Statement

**Pharr South Community Request/Concern:**

Please be advised it is and has always been the long-term plan of the Pharr South



Community to construct a security wall to replace the existing chain link fence on our North border which will match our existing security walls along Cage Boulevard and Moore Road. If Mr. Cantu is allowed to construct his board fence on the HEB easement immediately next to our existing fence, it would make it physically impossible for us to build our decorative security wall as planned in the future.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed to construct their fence on the north side of the HEB easement.

**Pharr South Community Request/Concern:**

It was our understanding that the Center on Ridge Estates Development will be limited to single level homes; however, we have since heard conflicting information about the limitation to single level construction only. Therefore, we respectfully request confirmation that construction will be limited to single level homes as discussed at our meetings.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed to construct one (1) story single family dwelling units.

**Pharr South Community Request/Concern:**

We are concerned with dust control during all phases of the development and construction of the Center on Ridge Estates development. We respectfully request the City enforce the use of any and all forms of dust control available, i.e., periodic watering; planting ground cover as soon as possible; providing silt control fencing, etc. We learned first-hand when HEB was building that excessive dust will result from any development and construction, detrimental to the health of some of our Residents who resorted to wearing masks due to the dust during the HEB construction process therefore, whatever dust-reducing measures that can be taken are absolutely necessary.

**Esponjas Development Ltd. Response:**

Esponjas Development must comply with all TCEQ requirements, additionally, the City will conduct periodic inspections to ensure proper measures are in place and properly adhered to.

**Pharr South Community Request/Concern:**

The Residents of Pharr South also have concerns regarding the noise resulting from

all phases of developing and construction. We request all contractors be restricted to construction hours starting no earlier than 6:00 a.m., and ending no later than 8:00 p.m. each day. We request that any and all subcontractors also abide by the terms outlined above.

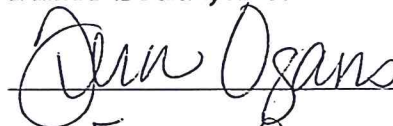
It is the Pharr South Community's understanding that all utilities for the Development will have no bearing or impact whatsoever on the Pharr South Community.

**Esponjas Development Ltd. Response:**

We can understand the neighbors concerns and will institute a rule that construction must be done between 6am and 8pm.

Agreed and accepted on this day of February 15<sup>th</sup>, 2018

**Pharr South, Inc:**

 (Signature)

By: Fern Ogans, Director (Printed Name)

On Behalf of Pharr South Board of Directors (Title)

Date: February 15, 2018

Agreed and accepted on this day of February 15, 2018

**Esponjas Development LTD:**

 (Signature)

By: Cruz Cantu, III (Printed Name)

Its: President (Title)

Date: February 15, 2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.J.7.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Angie Resio, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) for the property legally described as being a 24.15 acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**COZ#171274**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1). **COZ#171274**

The City is currently in the process of updating the sewer system between Ridge Road and East and West Moore Rd. Esponjas Development understands that they cannot connect into the City's sanitary sewer system until upgrades are completed.

**Financial Consideration:** N/A

**Staff Recommendation:** Development Services is recommending approval of the request to re-zone to Single-Family Residential District (R-1) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential



District (R-1) subject to staff's recommendations.

**Alternatives:** N/A

---

**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Angie Resio            | Created/Initiated - 03/29/2018 |
| Roland Gomez           | Approved - 03/29/2018          |
| Melanie Cano           | Approved - 03/29/2018          |
| City Management Office | New -                          |



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: April 2, 2018

ROUTE TO BOARD:

☐ CITY COMMISSION

AGENDA ITEM: COZ:#171274

☒ PLANNING & ZONING COMMISSION

DATE SUBMITTED: December 28, 2017

1. **Applicant:** Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, owners.
2. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1).
3. **Nature / Intent of Request:** In order to develop the property into a single-family residential subdivision.

4. **Routing to Staff:**

A. **Melanie Cano, Director**

  
Initials

3/29/18  
Date

☒ Approval ☐ Denial

B. **Planning Staff  
Recommendations**

  
Initials

3-29-18  
Date

☒ Approval ☐ Denial

C. **Planning and Zoning  
Commission**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

D. **City Attorney**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

E. **City Manager**

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

☐ Approval ☐ Denial

## **MEMORANDUM**

---

**DATE:** MONDAY, APRIL 2, 2018

**TO:** PLANNING AND ZONING COMMISSION

**FROM:** DEVELOPMENT SERVICES

**SUBJECT:** Re-zoning Request: From Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1): Being a 24.15 acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 901 West Ridge Road.

---

### **REZONING CHECKLIST / GOALS:**

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

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

### **DESCRIPTION OF PROPERTY:**

Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1).



## **DESCRIPTION OF PROPERTY:**

Esponjas Development, Ltd., representing Lynn Tract, LP, a Texas Limited Partnership, has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1).

The subject site is located on the south side of West Ridge Road and the property's physical address is 901 West Ridge Road. The property is legally described as being a 24.15 acre tract of land out of Lot 203, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject site currently consists of one (1) lot which has two entrances each approximately 115 feet in width coming off of West Ridge Road onto streets that are approximately 60 feet in width and run approximately 330 feet which lead into a proposed private subdivision. The area that is to be used for residential lots is approximately 896 feet in depth and 1,124 feet in width. West Ridge Road is a 100' minor arterial which runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property is currently zoned Agricultural and/or Open Space District (A-O). The surrounding properties are zoned Agricultural and/or Open Space District (A-O) and General Business District (C) to the north General Business District (C) to the east, Agricultural and/or Open Space District (A-O) to the west and Residential Mobile Home District (R-MH) to the south. The property is generally designated for general business district and multi-family residential use in the Land Use Plan.

The property to the south was rezoned to Residential Mobile Home District (R-MH) on March 30, 1982, when the city adopted the current zoning ordinance we use today. A portion of the property to the north was rezoned to General Business District (C) on February 17, 2015 and the property to the east was rezoned to General Business District (C) on October 21, 2003. There have been no other zoning requests within the general vicinity of the subject property since that time.

The owner of the property is requesting a change of zone to a Single-Family Residential District (R-1) in order to develop the property into a ninety-seven (97) lot single-family residential subdivision.

The Single-Family Residential District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage. It is intended for areas that are properly buffered from nonresidential uses, and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Forty-eight (48) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Two (2) individuals came in for

information only and two (2) individuals signed up to speak at the public hearing in favor of the item..

Development Services is recommending **approval** of the request to re-zone to Single-Family Residential District (R-1) as the property meets area requirements and has adequate ingress and egress. If approved, applicant must comply with all City Ordinances and City Department requirements.

## **PLANNING AND ZONING COMMISSION:**

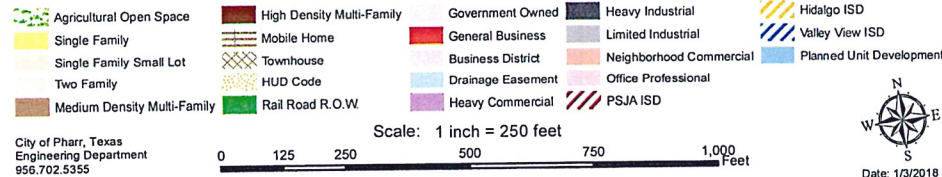
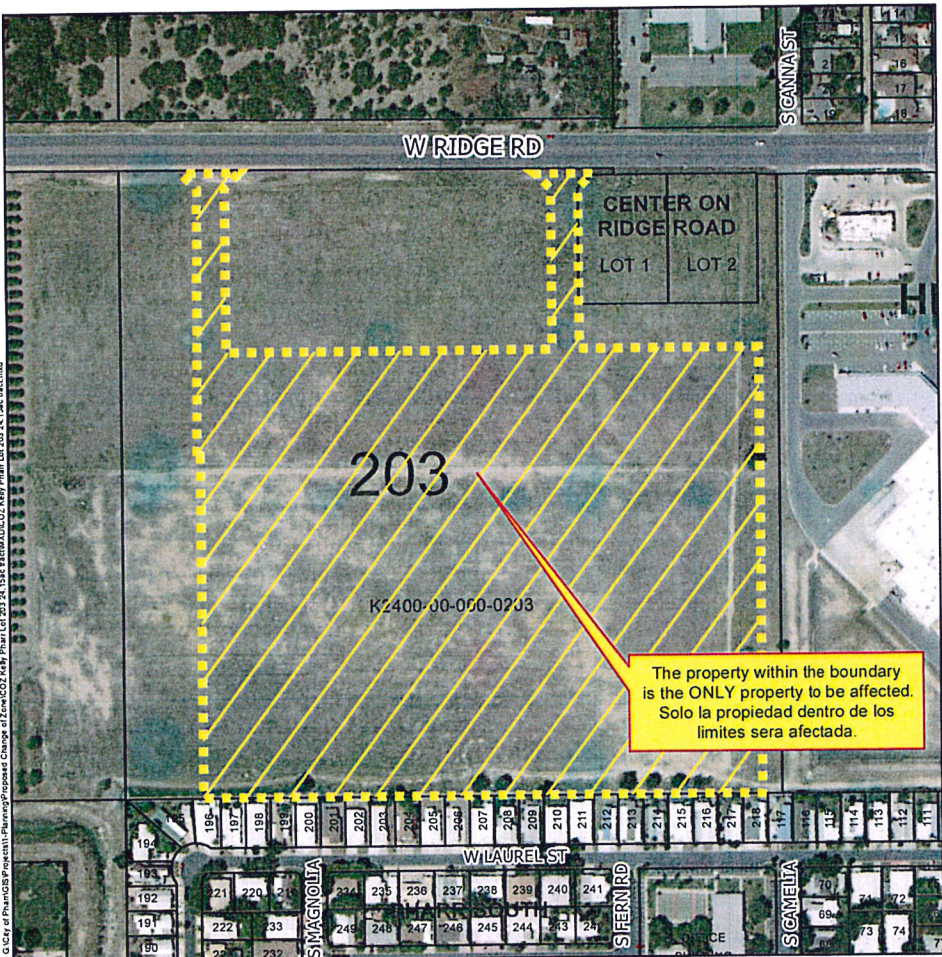
The Planning and Zoning Commission unanimously voted to approve the rezoning request from Agricultural and/or Open Space District (A-O) to Single-Family Residential District (R-1) subject to staff's recommendations.

## **CITY COMMISSION OPTIONS:**

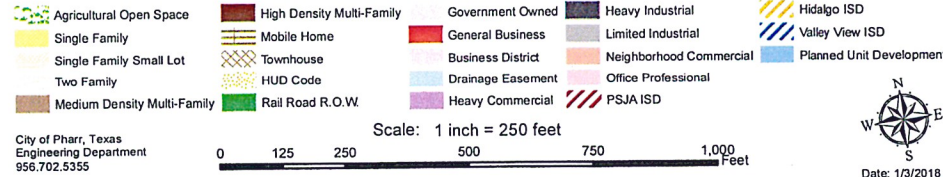
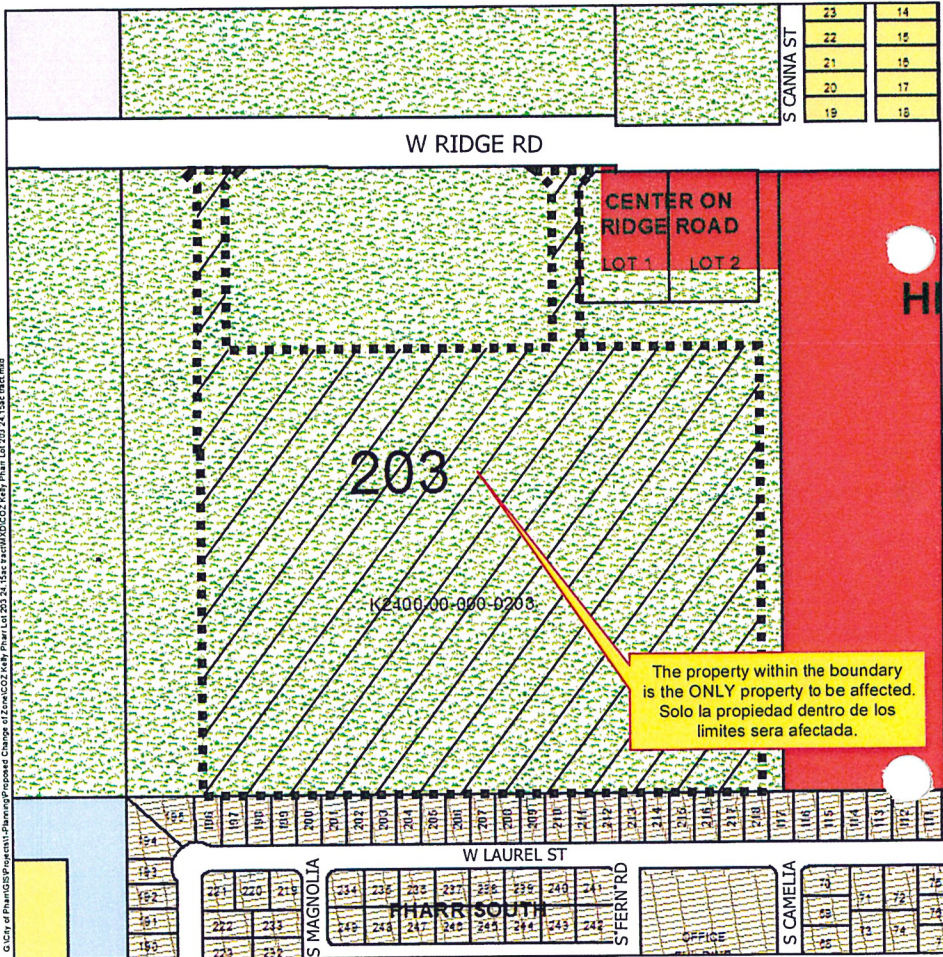
4. **Approve the rezoning request;**
5. **Table the item for:**
  - a) **consideration by the full board;**
  - b) **additional information;**
  - c) **additional time for applicant and adjacent property owners to meet;**
6. **Disapprove the request.**



Proposed Change of Zone  
Kelly Pharr Lot 203 24.15 Acre Tract  
Esponjas Development  
AO to R1



Proposed Change of Zone  
Kelly Pharr Lot 203 24.15 Acre Tract  
Esponjas Development  
AO to R1





LAND SURVEYORS  
PHONE 956-381-6480  
FAX 956-381-0527  
FFICE@QHAENGINEERING.COM







## **MEMORANDUM OF UNDERSTANDING**

between

**PHARR SOUTH COMMUNITY**

and

**ESPONJAS DEVELOPMENT LTD.**

This Memorandum of Understanding (MOU) is entered between the Property Owners of Pharr South, Inc and Esponjas Development Ltd.

The purpose of this MOU is to memorialize the requests and agreements between the Pharr South Community, Inc., the Developer (Esponjas Development), and their Project Manager/Engineer, Mr. Alfonso Quintanilla. The Parties are committed to actively mitigate any negative effects that may occur to the Development so as to not compromise or adversely affect the surrounding residential property owners. Below are responses to your concerns:

### **Pharr South Community Request/Concern:**

The preservation of the two easements along our Community's northern property line, consisting of a ten-foot utility easement for underground phone, cable and similar utilities, in addition to a twenty-five-foot easement which we understand was granted to H-E-B some time ago, are of concern. We have learned the H-E-B easement provides a storm sewer line from the H-E-B holding pond westward to the drainage canal that is located on the western border of our Community. As well as providing H-E-B drainage, this easement has effectively created a shallow ditch and a short berm along our northern property line which is particularly valuable to our Community as it has prevented water resulting from heavy rainfalls from flooding our Community's property on several occasions. We respectfully request the City ensure the shallow drainage ditch and berm along the H-E-B easement not be disturbed or fundamentally altered during any phase of developing the property and construction of the Development.



**Esponjas Development Ltd. Response:**

Esponjas Development has agreed not to disturb the area along the HEB easement.

**Pharr South Community Request/Concern:**

1) The H-E-B easement also provides necessary access by the City, County, AEP, as well as other service providers, to service and maintain the electrical power, security lighting located inside our security fence, storm sewer drains, etc. We have historically relied on this easement because the spacing of our homes does not provide adequate room for access to power poles, transformers, lights, etc. via our property.

Our concern for the above-referenced easements increased when Mr. Cantu described his plans to our Community, stating he intends to place a wooden fence approximately one-foot north of our existing chain link fence, on the H-E-B easement. Mr. Cantu further stated that although individual homeowners in his Development will not be allowed to construct buildings on the HEB easement, they will be free to construct privacy, pet, or other fencing, along their individual lot boundaries, across the HEB easement to connect to or join up with his proposed six-foot board fence. This would effectively block access for the City, County, AEP or contractors needing to service utilities, storm drains, etc. along the easements. For these reasons, we request the City require Mr. Cantu construct his fence on the north side of the HEB easement to continue to allow utility vehicle access as it has always been and is currently available; additionally, we request the fence be built at the earliest time possible during the development stage to help alleviate dust during all phases of development and construction.

2) Further, we request the City ensure the Developer provide gated access to the East and West borders of the HEB easement in order to limit access to unauthorized traffic of any kind, including but not limited to pedestrian traffic, between our respective Communities for security purposes. Additionally, it is our understanding the Homeowners Association for Center on Ridge Estates shall reasonably maintain the HEB easement, i.e. by frequent mowing, weed and tree trimming, maintenance, etc. Our Community also requests that existing trees growing on the HEB easement be left standing so long as they do not create a hazard.

**Esponjas Development Ltd. Response to 1):**

Esponjas Development has agreed to construct their fence on the north side of the HEB easement and will be built at the earliest time possible, which will be before the construction phase of the subdivision improvements.

**Esponjas Development Ltd. Response to 2):**

As per the HEB easement document number 2149840 (the "Easement"), specifically terms and conditions 3 and 5, we can install fences and therefore gates, across the easement since we are the successors of the Grantor described in the Easement. We don't need written approval because we are not modifying the easement and we are not interfering with HEB's use of the easement, which is all stated in Section 3 of Terms and Conditions of the Easement. We will install gates at the HEB easement that limits access to unauthorized traffic of any kind, including but not limited to pedestrian traffic, between our respective Communities for security purposes. As per the Easement, HEB is responsible for maintaining the easement and the homeowners association, the "HOA", will also make sure that the easement is being maintained properly.

~~City Comments: The City recommends that before any development can occur on the HEB easement, they must obtain permission from HEB.~~ The Easement is clear that written approval is only necessary if Grantor desires to utilize the Easement, which we don't have any plans to use the Easement for drainage or any other purpose especially for purposes (installing gates) related to this agreement. See Section 3 of the terms and conditions of the Easement.

**Pharr South Community Request/Concern:**

It is the understanding of the Pharr South Community that there will be sufficient, proper drainage as indicated by Mr. Quintanilla. Mr. Quintanilla advised that the existing drainage canal will be widened and sufficient capacity will be achieved. We understand that the Development will have storm sewers sufficient to resolve any runoff from the Development, and will not impact or involve the Pharr South Community in any way.

**Esponjas Development Ltd Response:**

Valid Statement

**Pharr South Community Request/Concern:**

Please be advised it is and has always been the long-term plan of the Pharr South



Community to construct a security wall to replace the existing chain link fence on our North border which will match our existing security walls along Cage Boulevard and Moore Road. If Mr. Cantu is allowed to construct his board fence on the HEB easement immediately next to our existing fence, it would make it physically impossible for us to build our decorative security wall as planned in the future.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed to construct their fence on the north side of the HEB easement.

**Pharr South Community Request/Concern:**

It was our understanding that the Center on Ridge Estates Development will be limited to single level homes; however, we have since heard conflicting information about the limitation to single level construction only. Therefore, we respectfully request confirmation that construction will be limited to single level homes as discussed at our meetings.

**Esponjas Development Ltd. Response:**

Esponjas Development has agreed to construct one (1) story single family dwelling units.

**Pharr South Community Request/Concern:**

We are concerned with dust control during all phases of the development and construction of the Center on Ridge Estates development. We respectfully request the City enforce the use of any and all forms of dust control available, i.e., periodic watering; planting ground cover as soon as possible; providing silt control fencing, etc. We learned first-hand when HEB was building that excessive dust will result from any development and construction, detrimental to the health of some of our Residents who resorted to wearing masks due to the dust during the HEB construction process therefore, whatever dust-reducing measures that can be taken are absolutely necessary.

**Esponjas Development Ltd. Response:**

Esponjas Development must comply with all TCEQ requirements, additionally, the City will conduct periodic inspections to ensure proper measures are in place and properly adhered to.

**Pharr South Community Request/Concern:**

The Residents of Pharr South also have concerns regarding the noise resulting from



all phases of developing and construction. We request all contractors be restricted to construction hours starting no earlier than 6:00 a.m., and ending no later than 8:00 p.m. each day. We request that any and all subcontractors also abide by the terms outlined above.

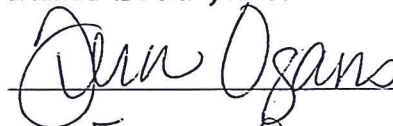
It is the Pharr South Community's understanding that all utilities for the Development will have no bearing or impact whatsoever on the Pharr South Community.

**Esponjas Development Ltd. Response:**

We can understand the neighbors concerns and will institute a rule that construction must be done between 6am and 8pm.

Agreed and accepted on this day of February 15<sup>th</sup>, 2018

**Pharr South, Inc:**

 (Signature)

By: Fern Ogans, Director (Printed Name)

On Behalf of Pharr South Board of Directors (Title)

Date: February 15, 2018

Agreed and accepted on this day of February 15, 2018

**Esponjas Development LTD:**

 (Signature)

By: Cruz Cantu, III (Printed Name)

Its: President (Title)

Date: February 15, 2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 5.K.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**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 - 03/29/2018



## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.K.1.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Rita Galvan, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Rio Delta Engineering, representing Eric J. Garza and Raymundo Ocaña, Owners of Blackbird Leasing Inc., are requesting preliminary and final plat approval of the proposed Blackbird Subdivision. The property is legally described as being a 4.411 acre tract of land, being a re-plat of Lots one (1), two (2) and three (3) of Sharm Commercial Park Phase III, Pharr, Hidalgo County, Texas. The property is located within the 1800 and 1900 Block of W. Sharm Dr. **SUB#180103**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Rio Delta Engineering, representing Eric J. Garza and Raymundo Ocaña, Owners of Blackbird Leasing Inc., are requesting preliminary and final plat approval of the proposed Blackbird Subdivision.

**Financial Consideration:** N/A

**Staff Recommendation:** Development Services recommends preliminary and final plat approval of the proposed Blackbird Subdivision subject to the listed conditions.

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

**Alternatives:** N/A

---

### ROUTING:

Rita Galvan

Created/Initiated - 03/27/2018

Roland Gomez

Approved - 03/29/2018

Melanie Cano

Approved - 03/29/2018

City Management Office

Final Approval - 03/29/2018







## MEMORANDUM

---

**DATE:** MONDAY, APRIL 2, 2018  
**TO:** PLANNING AND ZONING COMMISSION  
**THROUGH:** JUAN GUERRA, CITY MANAGER  
**FROM:** DEVELOPMENT SERVICES

|                                                                     |
|---------------------------------------------------------------------|
| <b>SUBJECT:</b> BLACKBIRD SUBDIVISION<br>FILE NO. <b>SUB#180103</b> |
|---------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Rio Delta Engineering, representing Eric J. Garza and Raymundo Ocaña, Owners of Blackbird Leasing Inc., are requesting preliminary and final plat approval of the proposed Blackbird Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 4.411 acre tract of land, being a re-plat of Lots one (1), two (2) and three (3) of Sharm Commercial Park Phase III, Pharr, Hidalgo County, Texas.

**LOCATION:** The property is located within the 1800 and 1900 Block of W. Sharm Dr.

**ZONING:** The property is currently zoned Heavy Commercial District (H-C). The adjacent zones are Single Family Residential District (R-1) and General Business District (C) to the north and Heavy Commercial District (H-C) to the east, south and west. The property is designated for industrial and commercial use in the Land Use Plan.

**PROPERTY PROPOSED USE:** Warehouse.

**VARIANCES:** None requested.

**RECOMMENDATIONS:** Development Services recommends preliminary and final plat approval of the proposed Blackbird Subdivision subject to the following conditions:

**STREETS, PAVING  
AND R.O.W.:** 1. In compliance.

**EASEMENTS:** 1. Irrigation easement shall be 30-ft. in total Vol. 19, Pg. 297, verify with HCID # 2.  
2. Need 15' exclusive easement to City of Pharr.

**SIDEWALK:  
ADA:** 1. In compliance.

**FIRE PROTECTION:** 1. See attach comments.

**WATER:** 1. No recommendations at this time although fire hydrants will need to be installed at time of building permit. Fire hydrant locations and line extension will need to be addressed at the time, as required by Fire Marshal.  
2. Follow City of Pharr construction standards manual.

**SEWER:** 1. Will need to install 6" service for each lot.  
2. Follow City of Pharr construction standards manual.

**DRAINAGE:** 1. Need approved drainage report.  
2. FEMA map is cut off, provide complete copy.

**OTHER:** 1. Remove the extra bearings and distances on plat layout.  
2. Remove old lot lines from plat.  
3. Label net or gross for acreage on metes and bounds.  
4. Need to correct (F.M. 3362) to F.M. 2061.  
5. Remove plat note # 3.  
6. Add plat note, Owners to maintain R.O.W. and perimeter of subdivision.  
7. Location map arrow must point true north.  
8. Plat note # 9, include in drainage directive how much detention volume per lot.  
9. Show existing improvements on property.  
10. Show existing services.  
11. Add plat number to benchmark note.



**PLANNING AND  
ZONING  
COMMISSION:**

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



**Pharr Fire – Rescue**  
118 S Cage Blvd., 3rd Floor  
Pharr, Texas 78577  
Tel: (956) 402-4400 Fax: (956) 475-3433



Subdivision: Blackbird Subdivision Plat Review

Reviewed By: Asst. Fire Marshal Dago Soto Date: March 22, 2018

1. All designed waterlines shall be a minimum of eight (8) inch for residential and (8-12) inch in diameter for commercial and (12) inch of better for industrial areas unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a fire department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab)
3. Fire hydrants shall be installed at a maximum of 300 ft. intervals in any mercantile district and every 600 ft. in residential areas and shall be FACTORY YELLOW from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 ft., but in no case shall hose lengths be greater than 400 ft. The distance shall be measured on a roadway surface meeting the fire department access requirements of 503.1 International Fire Code 2012.
4. All premises where building or portions of buildings are located more than 300 ft. from a main street fire hydrant: system shall be provided with approved on site fire hydrant (s) and water mains capable of supplying adequate fire flow approved by the Fire Officials.
5. Street names shall be provided prior to or during the per-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. Alignment of new streets with existing streets shall take precedence over new street name assignment.
6. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
7. \$25.00 fee for each Blue Marker to be affixed on payment by city to indicate location of a fire hydrant. FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.
8. Contractor testing waterlines shall dispose highly chlorinated water. (Hazardous Waste)
9. Fire lanes must be painted RED: 15 feet on each side of hydrant (total 30 feet)\* with lettering at least 3 inches tall. FIRE LANE – TOW AWAY ZONE.
10. Any new subdivision with GATED COMMUNITY SECURITY SYSTEMS must obtain the Fire Department approved Knox Box Switch –Rapid Entry System made by the Knox Company (Phone Number 800-552-5669 Fax 949-623-4647) or an approved fire department siren system before subdivision's final approval of 503.5 in International Fire Code 2012: Where security gates are installed, with a minimum of 20 ft. (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the fire official.
11. Designed fire lanes or roads deemed necessary for fire department access by the fire official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012: All weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by a way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighting at least 75,000 pounds.
12. Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
13. All water valves (hydrant and main) shall be open prior to final inspection.
14. Public utilities personnel must be advised prior to opening and closing existing water valves.
15. Must meet City of Pharr Standards Manual Construction & Development Guide.

**Additional Comments:**

☒ At the time of the building permit , the required fire protection will be needed for approval. (Fire Hydrants and water lines.







RIO DELTA ENGINEERING  
FIRM REGISTRATION NO. F-7628  
SURVEY FIRM NO. 10194027  
221 S. 10TH AVENUE EDINBURG, TEXAS 78539  
(TEL) 956-380-5152 (FAX) 956-380-5083



THE DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF THE  
RECORDING OF THE  
SUBDIVISION  
AND DOES NOT  
CONSTITUTE A  
WARRANT OR  
GUARANTEE OF  
ANY KIND.  
IT IS TO BE USED  
FOR THE PURPOSES  
INTENDED BY THE  
OWNER.

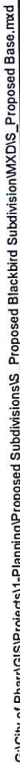
REVIEW

UTILITY LAYOUT  
BLACKBIRD SUBDIVISION  
PHARR, TEXAS  
HIDALGO COUNTY

|          |              |
|----------|--------------|
| DATE     | 17 OCT 2017  |
| PROJECT  | PHARR, TEXAS |
| CLIENT   | AS SHOWN     |
| DESIGNER | AS SHOWN     |
| DRAWN    | AS SHOWN     |
| CHECKED  | AS SHOWN     |
| APPROVED | AS SHOWN     |
| SCALE    | AS SHOWN     |
| DATE     | 17 OCT 2017  |
| PROJECT  | PHARR, TEXAS |
| CLIENT   | AS SHOWN     |
| DESIGNER | AS SHOWN     |
| DRAWN    | AS SHOWN     |
| CHECKED  | AS SHOWN     |
| APPROVED | AS SHOWN     |
| SCALE    | AS SHOWN     |

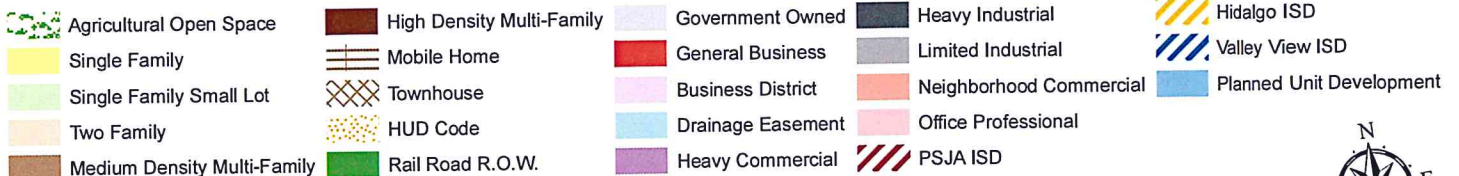
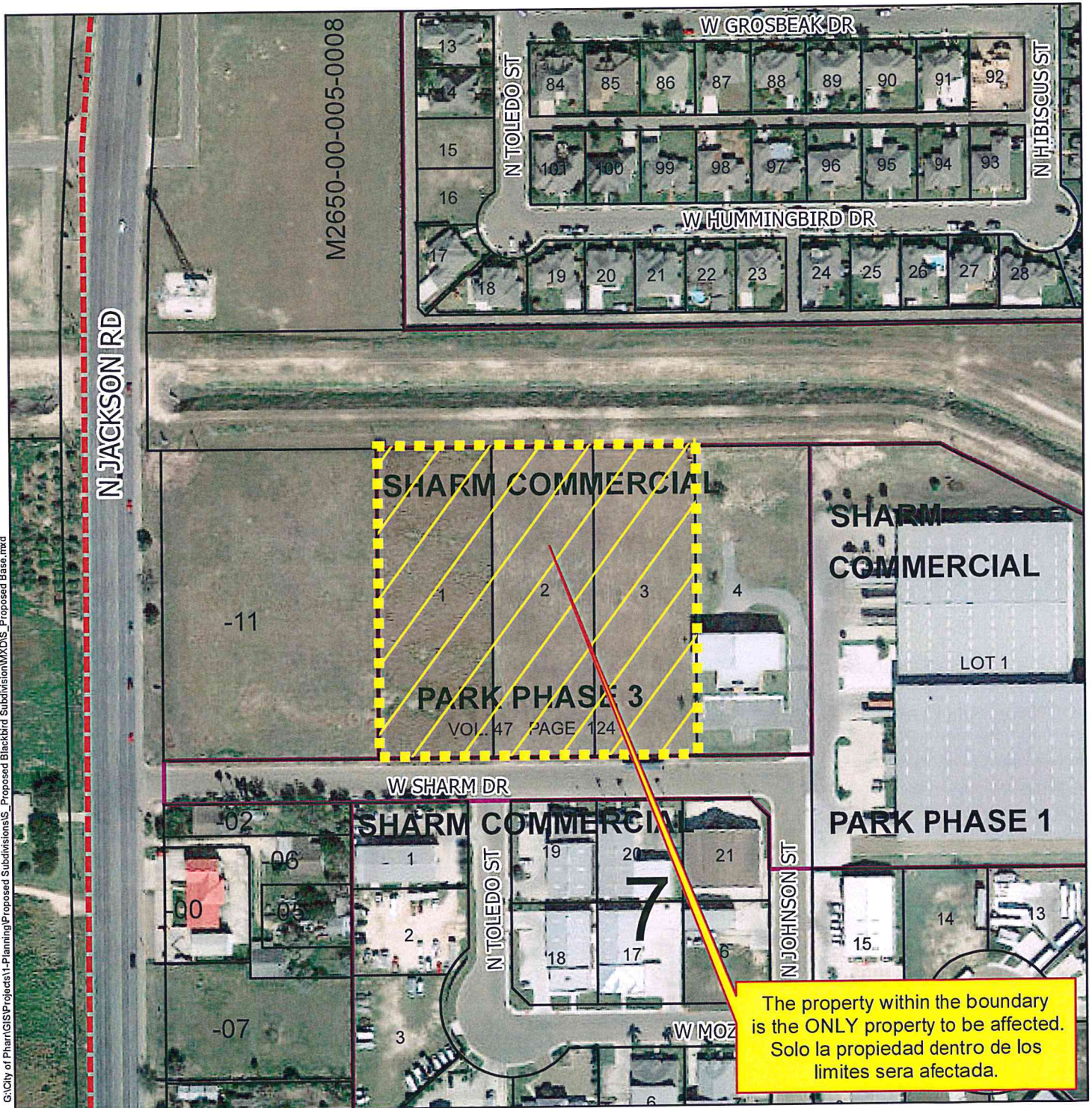
SCALE: 1" = 40'  
NORTH  
BY  
COMPARISON TO THE  
TEXAS STATE PLANE  
COORDINATE SYSTEM  
(NAD 83)

| LEGEND                                                     |
|------------------------------------------------------------|
| ● ROAD 1/2" R/W                                            |
| ● ROAD 1/4" R/W                                            |
| ● ROAD 1/8" R/W                                            |
| ● ROAD 1/16" R/W                                           |
| ● ROAD 1/32" R/W                                           |
| ● ROAD 1/64" R/W                                           |
| ● ROAD 1/128" R/W                                          |
| ● ROAD 1/256" R/W                                          |
| ● ROAD 1/512" R/W                                          |
| ● ROAD 1/1024" R/W                                         |
| ● ROAD 1/2048" R/W                                         |
| ● ROAD 1/4096" R/W                                         |
| ● ROAD 1/8192" R/W                                         |
| ● ROAD 1/16384" R/W                                        |
| ● ROAD 1/32768" R/W                                        |
| ● ROAD 1/65536" R/W                                        |
| ● ROAD 1/131072" R/W                                       |
| ● ROAD 1/262144" R/W                                       |
| ● ROAD 1/524288" R/W                                       |
| ● ROAD 1/1048576" R/W                                      |
| ● ROAD 1/2097152" R/W                                      |
| ● ROAD 1/4194304" R/W                                      |
| ● ROAD 1/8388608" R/W                                      |
| ● ROAD 1/16777216" R/W                                     |
| ● ROAD 1/33554432" R/W                                     |
| ● ROAD 1/67108864" R/W                                     |
| ● ROAD 1/134217728" R/W                                    |
| ● ROAD 1/268435456" R/W                                    |
| ● ROAD 1/536870912" R/W                                    |
| ● ROAD 1/1073741824" R/W                                   |
| ● ROAD 1/2147483648" R/W                                   |
| ● ROAD 1/4294967296" R/W                                   |
| ● ROAD 1/8589934592" R/W                                   |
| ● ROAD 1/17179869184" R/W                                  |
| ● ROAD 1/34359738368" R/W                                  |
| ● ROAD 1/68719476736" R/W                                  |
| ● ROAD 1/137438953472" R/W                                 |
| ● ROAD 1/274877906944" R/W                                 |
| ● ROAD 1/549755813888" R/W                                 |
| ● ROAD 1/1099511627776" R/W                                |
| ● ROAD 1/2199023255552" R/W                                |
| ● ROAD 1/4398046511104" R/W                                |
| ● ROAD 1/8796093022208" R/W                                |
| ● ROAD 1/17592186444416" R/W                               |
| ● ROAD 1/35184372888832" R/W                               |
| ● ROAD 1/70368745777664" R/W                               |
| ● ROAD 1/140737491555328" R/W                              |
| ● ROAD 1/281474983110656" R/W                              |
| ● ROAD 1/562949966221312" R/W                              |
| ● ROAD 1/1125899932442624" R/W                             |
| ● ROAD 1/2251799864885248" R/W                             |
| ● ROAD 1/4503599729770496" R/W                             |
| ● ROAD 1/9007199459540992" R/W                             |
| ● ROAD 1/18014398919081984" R/W                            |
| ● ROAD 1/36028797838163968" R/W                            |
| ● ROAD 1/72057595676327936" R/W                            |
| ● ROAD 1/144115191352655872" R/W                           |
| ● ROAD 1/288230382705311744" R/W                           |
| ● ROAD 1/576460765410623488" R/W                           |
| ● ROAD 1/1152921530821246976" R/W                          |
| ● ROAD 1/2305843061642493952" R/W                          |
| ● ROAD 1/4611686123284987904" R/W                          |
| ● ROAD 1/9223372246569975808" R/W                          |
| ● ROAD 1/18446744493139951616" R/W                         |
| ● ROAD 1/36893488986279903232" R/W                         |
| ● ROAD 1/73786977972559806464" R/W                         |
| ● ROAD 1/147573959845119612928" R/W                        |
| ● ROAD 1/295147919690239225856" R/W                        |
| ● ROAD 1/590295839380478451712" R/W                        |
| ● ROAD 1/1180591678760956903424" R/W                       |
| ● ROAD 1/2361183357521913806848" R/W                       |
| ● ROAD 1/4722366715043827613696" R/W                       |
| ● ROAD 1/9444733430087655227392" R/W                       |
| ● ROAD 1/18889466860173110454784" R/W                      |
| ● ROAD 1/37778933720346220909568" R/W                      |
| ● ROAD 1/75557867440692441819136" R/W                      |
| ● ROAD 1/151115734881384883638272" R/W                     |
| ● ROAD 1/302231469762769767276544" R/W                     |
| ● ROAD 1/604462939525539534553088" R/W                     |
| ● ROAD 1/1208925879051079069106176" R/W                    |
| ● ROAD 1/24178517581021581382123328" R/W                   |
| ● ROAD 1/48357035162043162764246656" R/W                   |
| ● ROAD 1/96714070324086325528493312" R/W                   |
| ● ROAD 1/193428140648172651056986624" R/W                  |
| ● ROAD 1/386856281296345302113973248" R/W                  |
| ● ROAD 1/773712562592690604227946496" R/W                  |
| ● ROAD 1/1547425125185381208455589088" R/W                 |
| ● ROAD 1/3094850250370762416911178176" R/W                 |
| ● ROAD 1/6189700500741524833822356352" R/W                 |
| ● ROAD 1/12379401001482449667644712704" R/W                |
| ● ROAD 1/24758802002964899335289425408" R/W                |
| ● ROAD 1/49517604005929798670578850816" R/W                |
| ● ROAD 1/99035208011859597341157701632" R/W                |
| ● ROAD 1/198070416023719194682314403264" R/W               |
| ● ROAD 1/396140832047438389364628806528" R/W               |
| ● ROAD 1/792281664094876778729257613056" R/W               |
| ● ROAD 1/1584563328189753577458515226112" R/W              |
| ● ROAD 1/3169126656379507154917130452224" R/W              |
| ● ROAD 1/6338253312759014309834260904448" R/W              |
| ● ROAD 1/12676506625518028619668521808896" R/W             |
| ● ROAD 1/25353013251036057239337043617792" R/W             |
| ● ROAD 1/50706026502072114478674087235584" R/W             |
| ● ROAD 1/101412053004142228973348174471168" R/W            |
| ● ROAD 1/202824106008284457946696348942336" R/W            |
| ● ROAD 1/405648212016568915893392697884672" R/W            |
| ● ROAD 1/811296424033137831786785395769344" R/W            |
| ● ROAD 1/1622592848066275635773570791538688" R/W           |
| ● ROAD 1/3245185696132551271547141583077376" R/W           |
| ● ROAD 1/6490371392265102543094283166154752" R/W           |
| ● ROAD 1/12980742784530205086188566332284928" R/W          |
| ● ROAD 1/2596148556906041017237713266456976" R/W           |
| ● ROAD 1/5192297113812082034475426532913952" R/W           |
| ● ROAD 1/10384594227624164068950933065827904" R/W          |
| ● ROAD 1/20769188455248328137901866131655808" R/W          |
| ● ROAD 1/415383769104966562758037322633116608" R/W         |
| ● ROAD 1/830767538209933125516074645266233216" R/W         |
| ● ROAD 1/166153507641986625103214928932446432" R/W         |
| ● ROAD 1/332307015283973250206429857864892864" R/W         |
| ● ROAD 1/664614030567946500412859715729785728" R/W         |
| ● ROAD 1/132922806113589300082571954345957456" R/W         |
| ● ROAD 1/265845612227178600165143908691914912" R/W         |
| ● ROAD 1/531691224454357200330287817383829824" R/W         |
| ● ROAD 1/1063382448908714400660575634767659648" R/W        |
| ● ROAD 1/21267648978174288013211512695353193984" R/W       |
| ● ROAD 1/42535297956348576026423025390706387968" R/W       |
| ● ROAD 1/85070595912697152052846050781412775936" R/W       |
| ● ROAD 1/170141191825394304105692101562855511872" R/W      |
| ● ROAD 1/34028238365078860821138420312571102344" R/W       |
| ● ROAD 1/68056476730157721642276840625142204688" R/W       |
| ● ROAD 1/1361129534603154432845568122502844413776" R/W     |
| ● ROAD 1/272225906920630886569113625005688867552" R/W      |
| ● ROAD 1/544451813841261773138227250011377735104" R/W      |
| ● ROAD 1/108890362768252354627645450022755470208" R/W      |
| ● ROAD 1/217780725536504709255290900045510940416" R/W      |
| ● ROAD 1/435561451073009418510581810091021888224" R/W      |
| ● ROAD 1/871122902146018837021163620182043766448" R/W      |
| ● ROAD 1/174224584492037767404227324364087532896" R/W      |
| ● ROAD 1/348449168984075534808454648728175065792" R/W      |
| ● ROAD 1/696898337968151069616909297456350131584" R/W      |
| ● ROAD 1/1393796675936302139233781854912700263168" R/W     |
| ● ROAD 1/2787593351872604274467563709825400526336" R/W     |
| ● ROAD 1/5575186703745208548935127419650801052672" R/W     |
| ● ROAD 1/11150373407490417097862554839301602105344" R/W    |
| ● ROAD 1/22300746814980834195725109678603204210688" R/W    |
| ● ROAD 1/44601493629961668391452219357206408421376" R/W    |
| ● ROAD 1/89202987259923336782904438714412801684352" R/W    |
| ● ROAD 1/17840597451964667356580887542825603368704" R/W    |
| ● ROAD 1/3568119490392933471316177508565120673408" R/W     |
| ● ROAD 1/7136238980785866942632355017130241346816" R/W     |
| ● ROAD 1/14272477961571733885264710034260482693632" R/W    |
| ● ROAD 1/28544955923143467770529420068520953787264" R/W    |
| ● ROAD 1/57089911846286935541058840137041906774528" R/W    |
| ● ROAD 1/114179837692573871082117680274083813549056" R/W   |
| ● ROAD 1/228359675385147742164235360548167627098112" R/W   |
| ● ROAD 1/456719350770295484328470721096335254196224" R/W   |
| ● ROAD 1/91343870154059096865694144219267050839248" R/W    |
| ● ROAD 1/182687740308118193731388288385334101678496" R/W   |
| ● ROAD 1/365375480616236387462776576770668203356992" R/W   |
| ● ROAD 1/730750961232472774925553153541336406713984" R/W   |
| ● ROAD 1/146150192246494548985110630708267201347968" R/W   |
| ● ROAD 1/292300384492989097970221261416534402687936" R/W   |
| ● ROAD 1/584600768985978195940442522833068805375872" R/W   |
| ● ROAD 1/1169201537971956391880885045666136707151648" R/W  |
| ● ROAD 1/2338403075943912783761770091332273414303104" R/W  |
| ● ROAD 1/467680615188782556752354018266454682860608" R/W   |
| ● ROAD 1/9353612303775651135047080365329093672121216" R/W  |
| ● ROAD 1/18707224607551302700894160730581877344242432" R/W |
| ● ROAD 1/3741444921510260540178832146116375546848464" R/W  |
| ● ROAD 1/748288984302052108035766429223271093696928" R/W   |
| ● ROAD 1/1496577968604104160715528584445422187393856" R/W  |
| ● ROAD 1/2993155937208208321431105768890844347787712" R/W  |
| ● ROAD 1/5986311874416416642862211537781688695575424" R/W  |
| ● ROAD 1/1197262374883283328572442307556337739115088" R/W  |
| ● ROAD 1/23945247497665666571448846151126754782311616" R/W |
| ● ROAD 1/47890494995331333142897692302253495564623232" R/W |
| ● ROAD 1/95780989990662666285795384604506991129284464" R/W |
| ● ROAD 1/1915619799813253325715907720090139882577888" R/W  |
| ● ROAD 1/3831239599626506651431981440180279765155776" R/W  |
| ● ROAD 1/7662479199253013302863962880360559530311552" R/W  |
| ● ROAD 1/1532495839450602660572792576072111860623104" R/W  |
| ● ROAD 1/3064991678901205321145585152014423532122208" R/W  |
| ● ROAD 1/612998335780241064229117104002867064424416" R/W   |
| ● ROAD 1/122599667560482212845823420800573408848832" R/W   |
| ● ROAD 1/245199335120964425691646841601146817769664" R/W   |
| ● ROAD 1/49039867024192885138329368320023363539328" R/W    |
| ● ROAD 1/98079734048385770276658736640046727078656" R/W    |
| ● ROAD 1/196159468096771545533317472800934415737312" R/W   |
| ● ROAD 1/392318936193543091066634945601868823474624" R/W   |
| ● ROAD 1/78463787238708618213332899120373764694928" R/W    |
| ● ROAD 1/15692757447741723626665783840074752938976" R/W    |
| ● ROAD 1/31385514895483447253331567680149505879152" R/W    |
| ● ROAD 1/62771029790966894506663135360299011757824" R/W    |
| ● ROAD 1/125542059581933789013326707200580235156448" R/W   |
| ● ROAD 1/251084119163867578026653414401160470312896" R/W   |
| ● ROAD 1/502168238327735156053306828802320940625792" R/W   |
| ● ROAD 1/100433647665547031210666137760464181251584" R/W   |
| ● ROAD 1/20086729533109406242133227552092836251168" R/W    |
| ● ROAD 1/40173459066218812484266451040185672502336" R/W    |
| ● ROAD 1/8034691813243762496853290208037134044672" R/W     |
| ● ROAD 1/16069383626487524993706580416074268089144" R/W    |
| ● ROAD 1/32138767252975049987413160832148536177888" R/W    |
| ● ROAD 1/64277534505950099974826321664297072355776" R/W    |
| ● ROAD 1/12855506901190019994965264332854140471552" R/W    |
| ● ROAD 1/25711013802380039989930528665708280943104" R/W    |
| ● ROAD 1/51422027604760079979861057331416561886208" R/W    |
| ● ROAD 1/102844055209520159959722114662283113724416" R/W   |
| ● ROAD 1/20568811041904031991944422932456222744832" R/W    |
| ● ROAD 1/4113762208380806398388884586491244548864" R/W     |
| ● ROAD 1/8227524416761612796777769172982489097728" R/W     |
| ● ROAD 1/16455048833523225593555539459849781955568" R/W    |
| ● ROAD 1/32910097667046451187111078919699563911136" R/W    |
| ● ROAD 1/6582019533409290237422217839939912782272" R/W     |
| ● ROAD 1/13164039066818580474844435719799825564544" R/W    |
| ● ROAD 1/26328078133637160949688871439599651128888" R/W    |
| ● ROAD 1/52656156267274321899377742879199302257776" R/W    |
| ● ROAD 1/10531231254454864379865548575838604515552" R/W    |
| ● ROAD 1/21062462508909728759731097151677209031104" R/W    |
| ● ROAD 1/42124925017819457519462194303354418062208" R/W    |
| ● ROAD 1/84249850035638915038924388606708836124416" R/W    |
| ● ROAD 1/16849970007127783007784877213341767224288" R/W    |
| ● ROAD 1/33699940014255566015569754426683534448576" R/W    |
| ● ROAD 1/6739988002851113203113950885336706889152" R/W     |
| ● ROAD 1/1347997600570222640622790177073413778304" R/W     |
| ● ROAD 1/2695995201140445281245580354146827556608" R/W     |
| ● ROAD 1/53919904022808905624911607082936551132112" R/W    |
| ● ROAD 1/10783980804561781124822401416587106242224" R/W    |
| ● ROAD 1/21567961609123562249644802833174212444448" R/W    |
| ● ROAD 1/4313592321824712449928960566634842488896" R/W     |
| ● ROAD 1/8627184643649424899857921133269684977792" R/W     |
| ● ROAD 1/1725436928729884979971584226653769995544" R/W     |
| ● ROAD 1/3450873857459769959943168453307539991088" R/W     |
| ● ROAD 1/6901747714919539919886336906615079982176" R/W     |
| ● ROAD 1/1380349542983907939976673813323015964352" R/W     |
| ● ROAD 1/27606990859678158799533476266460319288704" R/W    |
| ● ROAD 1/5521398171935631759906695253292063857408" R/W     |
| ● ROAD 1/11042796343871263518013390506584127142816" R/W    |
| ● ROAD 1/22085592687742527036026781013168254285632" R/W    |
| ● ROAD 1/44171185375485054072053562026336508571264" R/W    |
| ● ROAD 1/88342370750970108144107124052673117142528" R/W    |
| ● ROAD 1/17668474150194021628821424810534623428512" R/W    |
| ● ROAD 1/3533694830038804325764284962106924685624" R/W     |
| ● ROAD 1/7067389660077608651528569924213849371248" R/W     |
| ● ROAD 1/14134779320155217103051379848426987424496" R/W    |
| ● ROAD 1/28269558640310434206102759696853974848992" R/W    |
| ● ROAD 1/565391172806208684122055193937079                 |



Date: 3/21/2018









## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 5.K.2.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Rita Galvan, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Sam Engineering & Surveying Inc., representing Andres Zuniga Zuko, FLP (Family Limited Partnership), is requesting final plat approval of the proposed Evergreen Subdivision. The property is legally described as being a 20 acre tract of land, more or less out of Lot 376, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property physical address is 1400 W. Hi-Line Road. **SUB#141128**

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** Sam Engineering & Surveying Inc., representing Andres Zuniga Zuko, FLP (Family Limited Partnership), is requesting final plat approval of the proposed Evergreen Subdivision.

**Financial Consideration:** N/A

**Staff Recommendation:** Development Services recommends final plat approval of the proposed Evergreen Subdivision subject to the listed conditions.

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

**Alternatives:** N/A

---

### ROUTING:

Rita Galvan

Created/Initiated - 03/27/2018

Roland Gomez

Approved - 03/29/2018

Melanie Cano

Approved - 03/29/2018

City Management Office

Final Approval - 03/29/2018



## MEMORANDUM

---

DATE: MONDAY, APRIL 2, 2018

TO: PLANNING AND ZONING COMMISSION

THROUGH: JUAN GUERRA, CITY MANAGER

FROM: DEVELOPMENT SERVICES

|                                                                      |
|----------------------------------------------------------------------|
| <p>SUBJECT: EVERGREEN SUBDIVISION<br/>FILE NO. <b>SUB#141128</b></p> |
|----------------------------------------------------------------------|

---

### GENERAL INFORMATION:

**APPLICANT:** Sam Engineering & Surveying Inc., representing Andres Zuniga Zuko, FLP (Family Limited Partnership), is requesting final plat approval of the proposed Evergreen Subdivision.

**LEGAL DESCRIPTION:** The property is legally described as being a 20 acre tract of land, more or less out of Lot 376, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

**LOCATION:** The property physical address is 1400 W. Hi-Line Road.

**ZONING:** The property is currently zoned Limited Industrial District (L-I). The adjacent zones are High-Density Multi-Family Residential District (R-4) and Agricultural Open-Space District (A-O) to the north, Limited-Industrial District (L-I) to the east and Agricultural Open-Space District (A-O) to the west and south. The property is designated for industrial use in the land use plan.

**PROPERTY PROPOSED USE:** Cold storage.

**VARIANCES:** None requested.

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

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

1. Power poles wooden type will be relocated by MVEC, when new road expansion is built (letter in file).
2. Developer shall widen Hi-Line Road with sidewalks or shall escrow the amount to construct it. Escrow estimate and payment of escrow must be submitted prior of recordation of plat, reviewed and accepted by the City of Pharr.

**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.

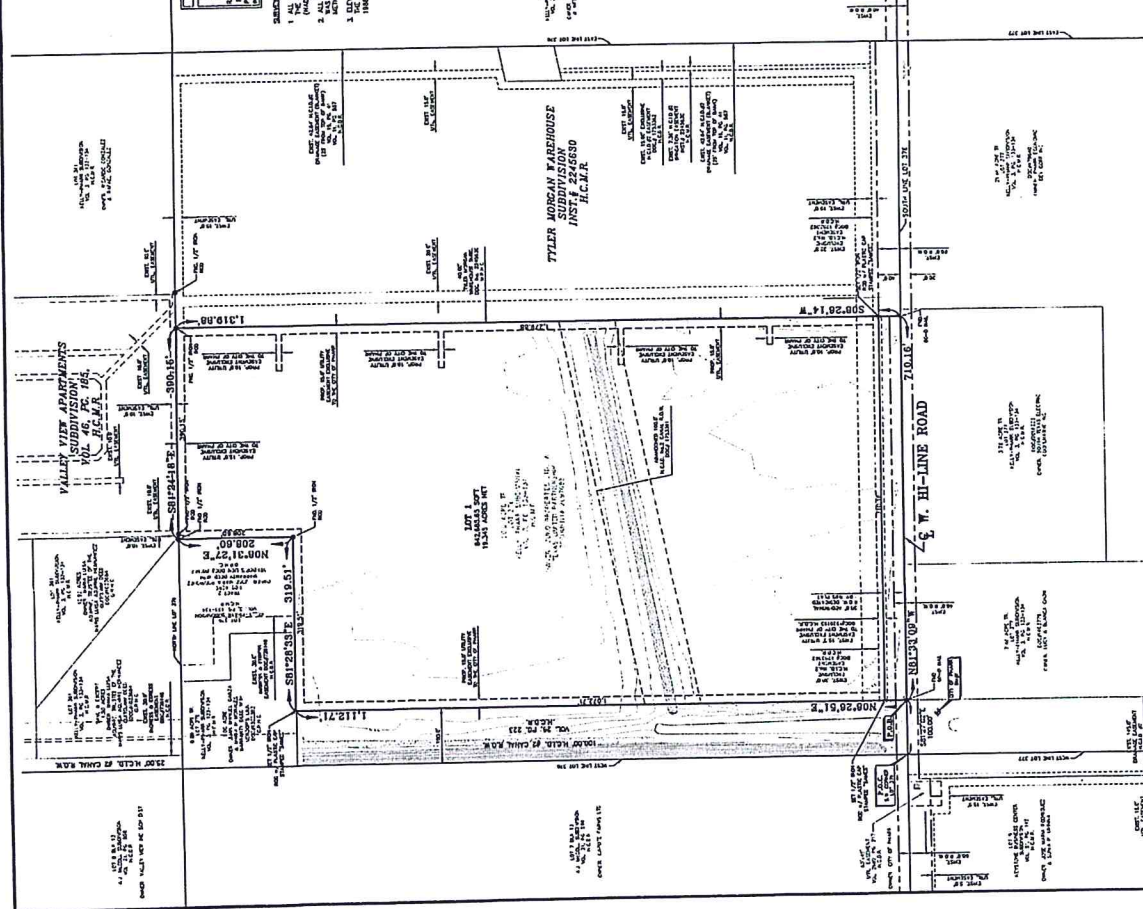
**OTHER:**

1. In compliance.

**PLANNING AND  
ZONING  
COMMISSION:**

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





STATE OF TEXAS  
COUNTY OF HIDALGO

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THE DAY PERSONALLY APPEARED 2ND LT. JIMMY E. HARRIS  
UNITED STATES MARSHAL SERVICE KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE  
 SUBSCRIBED TO THE FOLLOWING PETITION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE  
 SAME FOR THE PURPOSE AND CONSIDERATIONS HEREIN STATED.

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

APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF  
 \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY THE PLANNING AND  
 ZONING COMMISSION OF THE CITY OF PHOENIX, ARIZ.

\_\_\_\_\_  
 PLANNING AND ZONING COMMISSION DAY

COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF PHOENIX, HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY IN ORDER AT APPROVAL IS ACCORDED.

ATTEST: CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

HOALCO COUNTY DRAINAGE DISTRICT NO. 1

THIS IS HEREBY APPROVED BY THE HONOLULU COUNTY IMMIGRATION DISTRICT No. 2  
 THE DAY OF \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_ PHOTOCOPY  
ATTEST: \_\_\_\_\_ SECRETARY

AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOODS OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR MORE. CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD

2. BROWNSVILLE, CITY OF, TEXAS, ELEV. = 95.72, N. 18563137.03, E. 1077622.77, LOCATED 1,225 FEET EAST OF THE INTERSECTION OF W. M-LINE ROAD AND JACKSON ROAD ON SOUTH SIDE OF W. M-LINE ROAD.

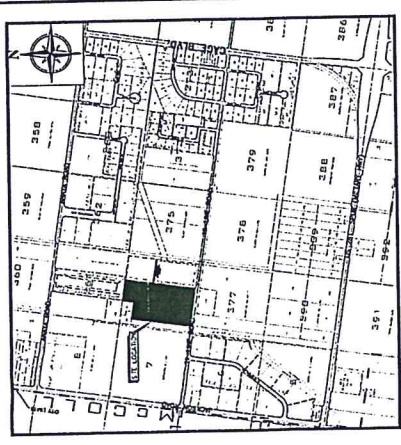
7. 4. 1" STONABLE, WHOLESALE RAMP, AND LANDING PER ADA REQUIREMENT ARE TO BE

9. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE DRAINAGE DISTRICT OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF 2.068 ACRES AND A VOLUME OF 1,743,000 GALLONS OF WATER WILL BE RETAINED FOR THIS USE. THIS IS AN ESTIMATE ONLY. APPROXIMATELY 2.5 MGD, NOT EXCEEDING 100% OF THE DESIGN FLOW, MAY BE RELEASED TO THE ADJACENT RECEIVING AND TREATMENT FACILITY DURING RAINFALL EVENTS.

10. PREPARED FOLDINGS SHALL BE REJECTED IN RETENTION AREAS GREATER THAN OR EQUAL TO 3% IN DEPTH.

13. LANDSCAPING AS PER CITY OF PHOENIX ORDINANCE
14. ADDITIONAL FIRE PROTECTION SHALL BE REQUIRED AT TIME OF BUILDING PLAN REVIEW FOR LOT

PHARR, TEXAS 78577 (956) 702-8600 (954) 702-8863



EVERGREEN  
SUBDIVISION

BOOK A 1-101 SUBDIVISION CONTAINING 20.00 ACRES (871,000.00 SQ. FT.), MORE OR LESS, OUT OF LOT 278, KELLY-PHASE SUBDIVISION, AS RECORDED IN VOLUME 11 PAGES 133-134, MAP RECORDS OF HENRI CO. COUNTY, TEXAS.

[illegible]

STATE OF TEXAS  
COUNTY OF HIDALGO

I, THE UNDERSIGNED, SWORN IN, UNDERTOOK, A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE BUSINESS OF ENGINEERING AND PUBLIC SURVEYING. HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CONVEYOR'S COMMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN



DATE OF PREPARATION: SEPTEMBER 2016

**SAMES**  **SAM Engineering & Surveying**

---

200 S. 10TH ST. SUITE 1607  
MCALLEN, TEXAS 78501

TEL: (956) 702-8880  
FAX: (956) 702-8883

REGISTRATION # F-10602

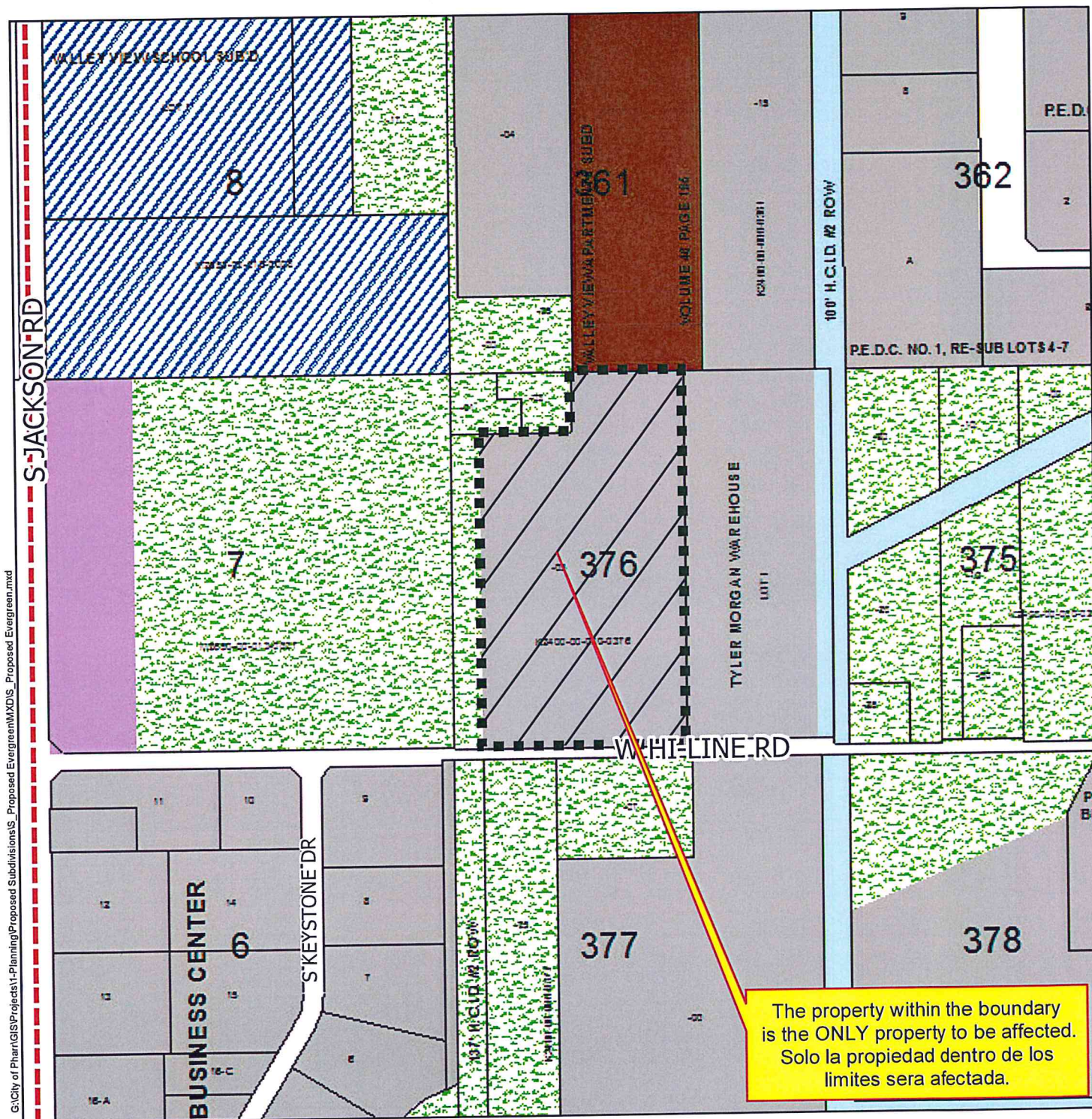
PRINCIPAL CONTACTS:

| NO | SHEET | REVISED | DATE | APPROVED |
|----|-------|---------|------|----------|
|    |       |         |      |          |
|    |       |         |      |          |
|    |       |         |      |          |

| OWNER:    | NAME                      | ADDRESS            |
|-----------|---------------------------|--------------------|
| ENGINEER: | ANDRES ZUNIGA             | 9102 S. CAGE BLVD. |
| SURVEYOR: | SAUEL D. VALDONADO, P.E.  | 220 S. CAGE BLVD.  |
|           | SAUEL D. VALDONADO, RPLS. | P.O. BOX 3253      |

| CITY & ZIP                | PHONE          | FAX            |
|---------------------------|----------------|----------------|
| PHILADELPHIA, TEXAS 71577 | (956) 237-5919 | (956) 702-XXXX |
| PHILADELPHIA, TEXAS 71577 | (956) 702-8800 | (956) 702-8863 |
| PHILADELPHIA, TEXAS 71577 | (956) 702-8880 | (956) 702-8863 |





The property within the boundary is the ONLY property to be affected.  
Solo la propiedad dentro de los limites sera afectada.

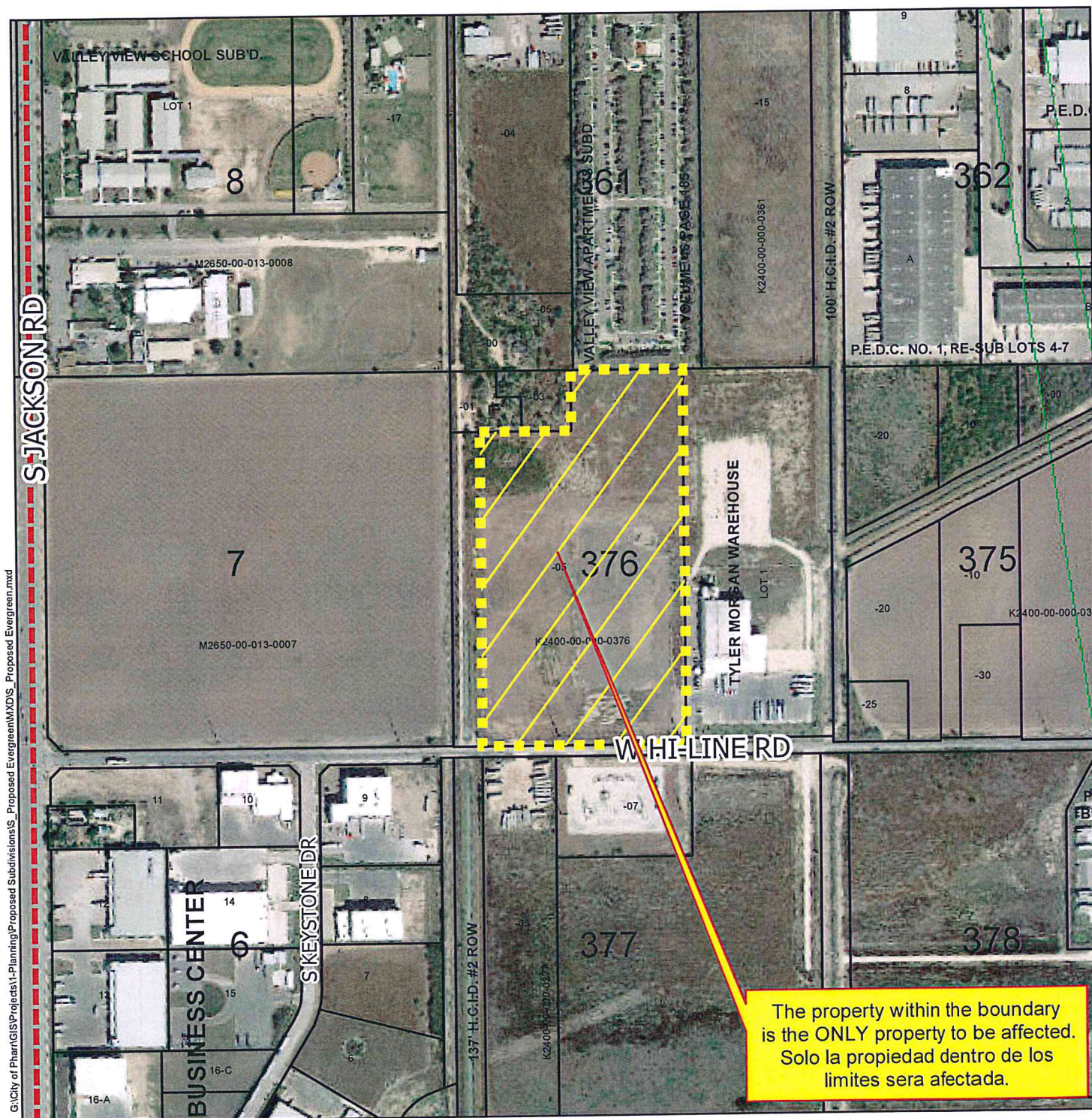
- |                             |                           |                   |                         |                          |
|-----------------------------|---------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space     | High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

Scale: 1 inch = 500 feet

0 250 500 1,000 1,500 2,000 Feet











## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 6.A.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consideration and action, if any, on Resolution appointing one (1) member to the Tierra Del Sol Golf Club Advisory Board.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Due to the resignation of Board Member Gabriel Hernandez, appointment of a new member needs to be made at this time.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends appointment of new member.

**Alternatives:**

---

### **ROUTING:**

Hilda Pedraza  
Patricia Rigney  
City Management Office

Created/Initiated - 03/27/2018  
Approved - 03/27/2018  
Final Approval - 03/29/2018

THE STATE OF TEXAS                   §  
COUNTY OF HIDALGO               §       **R E S O L U T I O N**  
CITY OF PHARR                       §       **NO. R-2018-\_\_**

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

**WHEREAS**, Ordinance No. O-2017-03 amended Ordinance No. O-2015-51 increasing members from seven to nine members whose terms of service are two years and three years; and

**WHEREAS**, a vacancy has occurred as a result of the resignation of board member Gabriel Hernandez; and

**WHEREAS**, appointment of one (1) member is needed at this time; and such member 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 person is hereby appointed as member of the Tierra Del Sol Golf Club Advisory Board.

NAME:

LENGTH OF TERM:

1. \_\_\_\_\_ 3 –Year term (unexpired ending 11/01/18)

**READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS**, on this the 19<sup>th</sup> day of March, 2018.

CITY OF PHARR

\_\_\_\_\_  
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

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



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 7.A.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering based on the Statement of Qualifications Project No. 1718-01-528-S002-289.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** The City of Pharr periodically has a need for general types of projects that require various professional engineering services disciplines. Assignments will include projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection (CEI), Structural Engineering, MEP (Mechanical, Electrical, Plumbing) and Electrical Engineering.

On March 13, 2018 the City of Pharr received a total of (38) Statement of Qualifications in response to our RFQ-Engineering Services Project No. 1718-01-528-S002-289.

An Evaluation Committee made up of the City Manager's designated representative(s): Deputy City Manager, City Engineer, Public Works Director, and Development Services Director reviewed and scored the SOQ's Based on the criteria listed below.

**Criteria Points**

Firm Profile (15 points)

Technical Approach (20 points)

Org Chart and Personnel (20 points)

Relevant Project Experience/References (25 points)

Management Plan (5 points)



Quality Assurance Plan (5 points)

Presentation-Submittal Quality of document/oral presentation (10 points)

**Total (100) Points**

**Financial Consideration:** To be determined based on project specific scope of work

**Staff Recommendation:** Staff recommends selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Projects requiring General Civil Engineering, Traffic Engineering, Construction Engineering Inspection, Structural Engineering, MEP, and Electrical Engineering based on the Statement of Qualifications Project No. 1718-01-528-S002-289 as follows:

General Civil: Top 12 Ranked Firms

Traffic Engineering: Top 4 Ranked Firms

Construction Engineering Inspection (CEI): Top 5 Ranked Firms

Structural Engineering: Top 5 Ranked Firms

M.E.P: Top 4 Firms

Electrical Engineering: Top 2 Ranked Firms

Selected firm(s) shall be maintained (on file) for a period of two (2) years. Upcoming Projects during this period shall be assigned to a firm on the "approved list" at the City's discretion on an "as needed" basis.

**Alternatives:** N/A

---

**ROUTING:**

Omar Anzaldua

Created/Initiated - 03/26/2018

Omar Anzaldua

Approved - 03/26/2018

Sandra Zamora

Approved - 03/27/2018

Patricia Rigney

Approved - 03/28/2018

City Management Office

Final Approval - 03/29/2018

| PROJECT #1718-01-528-S001-362            |                      |               |                     |                                |                        |     |                        |                           |                                 |                                      |                                          |                             |                                   |                                                                    |                           |
|------------------------------------------|----------------------|---------------|---------------------|--------------------------------|------------------------|-----|------------------------|---------------------------|---------------------------------|--------------------------------------|------------------------------------------|-----------------------------|-----------------------------------|--------------------------------------------------------------------|---------------------------|
| Firm Name                                | FIRM OFFICE LOCATION | GENERAL CIVIL | TRAFFIC ENGINEERING | CONSTRUCTION ENGINEERING (CEI) | STRUCTURAL ENGINEERING | MEP | ELECTRICAL ENGINEERING | GRADING CRITERIA          |                                 |                                      |                                          |                             |                                   | Presentation-Submittal Quality of document/oral presenation 10 pts | Total Score 100 pts (Max) |
|                                          |                      |               |                     |                                |                        |     |                        | Firm Profile 15 pts (Max) | Technical Approach 20 pts (Max) | Org Chart and Personnel 20 pts (Max) | Relevant Project Experience 25 pts (Max) | Management Plan 5 pts (Max) | Quality Assurance Plan 5pts (Max) |                                                                    |                           |
| Half Associates                          | McAllen, TX          | X             |                     | X                              | X                      | X   | X                      | 15                        | 18                              | 17                                   | 24                                       | 5                           | 5                                 | 10                                                                 | 94                        |
| ERO Architects                           | McAllen, TX          |               |                     |                                | X                      |     |                        | 13                        | 18                              | 20                                   | 22                                       | 5                           | 5                                 | 10                                                                 | 93                        |
| Landtech, Inc                            | Mission, TX          | X             | X                   |                                |                        |     |                        | 14                        | 17                              | 18                                   | 24                                       | 5                           | 5                                 | 10                                                                 | 93                        |
| R-Gutierrez Engineering                  | Pharr, TX            | X             |                     | X                              |                        |     |                        | 15                        | 17                              | 18                                   | 25                                       | 5                           | 5                                 | 8                                                                  | 93                        |
| Traf-IQ                                  | Houston, TX          |               | X                   |                                |                        |     |                        | 13                        | 18                              | 18                                   | 24                                       | 5                           | 5                                 | 9                                                                  | 92                        |
| Doucet & Associates                      | Austin, TX           | X             |                     |                                |                        |     |                        | 13                        | 17                              | 20                                   | 22                                       | 5                           | 5                                 | 10                                                                 | 92                        |
| Chanin                                   | McAllen, TX          |               |                     |                                | X                      |     |                        | 14                        | 18                              | 17                                   | 23                                       | 5                           | 5                                 | 10                                                                 | 92                        |
| Ethos                                    | Harlingen, TX        |               |                     |                                |                        | X   | X                      | 12                        | 17                              | 20                                   | 24                                       | 5                           | 5                                 | 9                                                                  | 92                        |
| Civil Systems Engineering (CSE)          | Harlingen, TX        | X             |                     | X                              |                        |     |                        | 14                        | 17                              | 20                                   | 22                                       | 5                           | 5                                 | 8                                                                  | 91                        |
| Dunham Engineering                       | College Station, TX  |               |                     | X                              |                        |     |                        | 15                        | 17                              | 18                                   | 24                                       | 5                           | 5                                 | 7                                                                  | 91                        |
| MEP Solutions                            | McAllen, TX          |               |                     |                                |                        | X   |                        | 14                        | 17                              | 18                                   | 24                                       | 5                           | 5                                 | 8                                                                  | 91                        |
| International Consulting Engineers (ICE) | Edinburg, TX         | X             |                     | X                              | X                      |     |                        | 14                        | 18                              | 18                                   | 22                                       | 5                           | 5                                 | 8                                                                  | 90                        |
| A&G Engineering                          | Pharr, TX            |               |                     |                                |                        | X   |                        | 13                        | 18                              | 20                                   | 20                                       | 5                           | 5                                 | 9                                                                  | 90                        |
| Perez Consulting Engineers (PCE)         | McAllen, TX          | X             |                     |                                |                        |     |                        | 14                        | 18                              | 16                                   | 23                                       | 4                           | 4                                 | 9                                                                  | 88                        |
| Green, Rubiano & Associates              | Harlingen, TX        |               |                     |                                | X                      |     |                        | 14                        | 18                              | 17                                   | 23                                       | 5                           | 5                                 | 6                                                                  | 88                        |
| S&B Infrastructure                       | McAllen, TX          | X             |                     | X                              | X                      | X   | X                      | 14                        | 16                              | 16                                   | 23                                       | 5                           | 5                                 | 8                                                                  | 87                        |
| Aldaña Engineering & Traffic Design      | Weslaco, TX          |               | X                   |                                |                        |     |                        | 12                        | 17                              | 17                                   | 25                                       | 5                           | 5                                 | 8                                                                  | 89                        |
| Entech                                   | Houston, TX          | X             | X                   | X                              |                        |     |                        | 12                        | 15                              | 20                                   | 23                                       | 4                           | 4                                 | 8                                                                  | 86                        |
| BTI                                      | McAllen, TX          | X             | X                   | X                              |                        |     |                        | 13                        | 16                              | 17                                   | 22                                       | 5                           | 5                                 | 7                                                                  | 85                        |
| TEDSI                                    | Mission, TX          | X             | X                   | X                              |                        |     |                        | 13                        | 17                              | 17                                   | 23                                       | 5                           | 4                                 | 4                                                                  | 83                        |
| Javier Hinojosa Engineering              | McAllen, TX          | X             |                     |                                |                        |     |                        | 13                        | 16                              | 16                                   | 21                                       | 4                           | 4                                 | 8                                                                  | 82                        |
| Ambiotec                                 | Brownsville, TX      | X             |                     |                                |                        |     |                        | 10                        | 12                              | 15                                   | 20                                       | 5                           | 5                                 | 9                                                                  | 76                        |
| DBR                                      | McAllen, TX          |               |                     |                                |                        | X   | X                      | 10                        | 12                              | 15                                   | 20                                       | 5                           | 5                                 | 8                                                                  | 75                        |
| Hanson                                   | Brownsville, TX      | X             |                     |                                | X                      |     |                        | 10                        | 15                              | 15                                   | 20                                       | 4                           | 4                                 | 7                                                                  | 75                        |
| Sames Engineering                        | McAllen, TX          | X             |                     | X                              |                        |     |                        | 10                        | 15                              | 15                                   | 20                                       | 4                           | 4                                 | 6                                                                  | 74                        |
| Dannenbaum Engineering                   | McAllen, TX          | X             | X                   | X                              | X                      |     |                        | 10                        | 12                              | 15                                   | 15                                       | 5                           | 5                                 | 7                                                                  | 69                        |
| Intelligent Engineering Services         | McAllen, TX          | X             |                     |                                | X                      |     |                        | 12                        | 12                              | 15                                   | 15                                       | 4                           | 4                                 | 6                                                                  | 68                        |
| M Garcia Engineering                     | McAllen, TX          | X             |                     |                                |                        |     |                        | 10                        | 16                              | 14                                   | 15                                       | 3                           | 3                                 | 5                                                                  | 66                        |

|                                         |               |    |   |    |    |   |   |                                                      |    |    |    |   |   |   |    |
|-----------------------------------------|---------------|----|---|----|----|---|---|------------------------------------------------------|----|----|----|---|---|---|----|
| SDI                                     | Edinburg, TX  | X  |   |    |    |   |   | 10                                                   | 12 | 13 | 16 | 3 | 3 | 4 | 61 |
| Strada Engineering and Consulting       | McAllen, TX   | X  |   |    |    |   |   | 9                                                    | 12 | 11 | 14 | 4 | 4 | 7 | 61 |
| Cruz Hogan                              | McAllen, TX   | X  |   |    |    |   |   | 10                                                   | 15 | 15 | 5  | 3 | 3 | 4 | 55 |
| South Texas Infrastructure Group (STIG) | Mission, TX   | X  |   |    |    |   |   | 10                                                   | 10 | 10 | 12 | 3 | 3 | 4 | 52 |
| Casa Engineering                        | Harlingen, TX |    |   |    | X  |   |   | Non-Responsive (Did Not Meet Submittal Requirements) |    |    |    |   |   |   | 0  |
| Quintanilla Headly & Associates         | Edinburg, TX  | X  |   |    |    |   |   | Non-Responsive (Did Not Meet Submittal Requirements) |    |    |    |   |   |   | 0  |
| RO Engineering                          | Edinburg, TX  |    |   |    |    | X |   | Non-Responsive (Did Not Meet Submittal Requirements) |    |    |    |   |   |   | 0  |
| SigmaHN                                 | McAllen, TX   |    |   |    |    | X |   | Non-Responsive (Did Not Meet Submittal Requirements) |    |    |    |   |   |   | 0  |
| SWG Engineering                         | Weslaco, TX   | X  |   |    |    |   |   | Non-Responsive (Did Not Meet Submittal Requirements) |    |    |    |   |   |   | 0  |
| Urban Infrastructure Group              | Donna, TX     | X  | X |    |    |   |   | Non-Responsive (Did Not Meet Submittal Requirements) |    |    |    |   |   |   | 0  |
| Total                                   | 38            | 25 | 8 | 11 | 10 | 8 | 4 |                                                      |    |    |    |   |   |   |    |

12 5 5 5 4 2





| PROJECT #1718-01-528-S001-362       |                      |                     |                                                      |                                    |                                            |                                                   |                                   |                                            |                                                                                    |                              |      |
|-------------------------------------|----------------------|---------------------|------------------------------------------------------|------------------------------------|--------------------------------------------|---------------------------------------------------|-----------------------------------|--------------------------------------------|------------------------------------------------------------------------------------|------------------------------|------|
| Firm Name                           | FIRM OFFICE LOCATION | TRAFFIC ENGINEERING | GRADING CRITERIA                                     |                                    |                                            |                                                   |                                   |                                            |                                                                                    |                              |      |
|                                     |                      |                     | Firm Profile<br>15 pts (Max)                         | Technical Approach<br>20 pts (Max) | Org Chart and<br>Personnel<br>20 pts (Max) | Relevant<br>Project<br>Experience<br>25 pts (Max) | Management<br>Plan<br>5 pts (Max) | Quality<br>Assurance<br>Plan<br>5pts (Max) | Presentation-<br>Submittal<br>Quality of<br>document/oral<br>presenation<br>10 pts | Total Score<br>100 pts (Max) | Rank |
| Landtech, Inc                       | Mission, TX          | X                   | 14                                                   | 17                                 | 18                                         | 24                                                | 5                                 | 5                                          | 10                                                                                 | 93                           | 1    |
| Traf-IQ                             | Houston, TX          | X                   | 13                                                   | 18                                 | 18                                         | 24                                                | 5                                 | 5                                          | 9                                                                                  | 92                           | 2    |
| Aldaña Engineering & Traffic Design | Weslaco, TX          | X                   | 12                                                   | 17                                 | 17                                         | 25                                                | 5                                 | 5                                          | 8                                                                                  | 89                           | 3    |
| Entech                              | Houston, TX          | X                   | 12                                                   | 15                                 | 20                                         | 23                                                | 4                                 | 4                                          | 8                                                                                  | 86                           | 4    |
| BTI                                 | McAllen, TX          | X                   | 13                                                   | 16                                 | 17                                         | 22                                                | 5                                 | 5                                          | 7                                                                                  | 85                           | 5    |
| TEDSI                               | Mission, TX          | X                   | 13                                                   | 17                                 | 17                                         | 23                                                | 5                                 | 4                                          | 4                                                                                  | 83                           | 6    |
| Dannenbaum Engineering              | McAllen, TX          | X                   | 10                                                   | 12                                 | 15                                         | 15                                                | 5                                 | 5                                          | 7                                                                                  | 69                           | 7    |
| Urban Infrastructure Group          | Donna, TX            | X                   | Non-Responsive (Did Not Meet Submittal Requirements) |                                    |                                            |                                                   |                                   |                                            |                                                                                    | 0                            | 8    |
| Total                               | 8                    | 8                   |                                                      |                                    |                                            |                                                   |                                   |                                            |                                                                                    |                              |      |

| PROJECT #1718-01-528-S001-362            |                      |                                |                              |                                    |                                         |                                             |                                |                                      |                                                                       |                              |      |
|------------------------------------------|----------------------|--------------------------------|------------------------------|------------------------------------|-----------------------------------------|---------------------------------------------|--------------------------------|--------------------------------------|-----------------------------------------------------------------------|------------------------------|------|
| Firm Name                                | FIRM OFFICE LOCATION | CONSTRUCTION ENGINEERING (CEI) | GRADING CRITERIA             |                                    |                                         |                                             |                                |                                      | Presentation-Submittal Quality of document/oral presenation<br>10 pts | Total Score<br>100 pts (Max) | Rank |
|                                          |                      |                                | Firm Profile<br>15 pts (Max) | Technical Approach<br>20 pts (Max) | Org Chart and Personnel<br>20 pts (Max) | Relevant Project Experience<br>25 pts (Max) | Management Plan<br>5 pts (Max) | Quality Assurance Plan<br>5pts (Max) |                                                                       |                              |      |
| Half Associates                          | McAllen, TX          | X                              | 15                           | 18                                 | 17                                      | 24                                          | 5                              | 5                                    | 10                                                                    | 94                           | 1    |
| Civil Systems Engineering (CSE)          | Harlingen, TX        | X                              | 14                           | 17                                 | 20                                      | 25                                          | 5                              | 5                                    | 8                                                                     | 94                           | 1    |
| R-Gutierrez Engineering                  | Pharr, TX            | X                              | 15                           | 17                                 | 18                                      | 25                                          | 5                              | 5                                    | 8                                                                     | 93                           | 2    |
| Dunham Engineering                       | College Station, TX  | X                              | 15                           | 17                                 | 18                                      | 24                                          | 5                              | 5                                    | 7                                                                     | 91                           | 3    |
| International Consulting Engineers (ICE) | Edinburg, TX         | X                              | 14                           | 18                                 | 18                                      | 22                                          | 5                              | 5                                    | 8                                                                     | 90                           | 4    |
| S&B Infrastructure                       | McAllen, TX          | X                              | 14                           | 16                                 | 16                                      | 23                                          | 5                              | 5                                    | 8                                                                     | 87                           | 5    |
| Entech                                   | Houston, TX          | X                              | 12                           | 15                                 | 20                                      | 23                                          | 4                              | 4                                    | 8                                                                     | 86                           | 6    |
| BTI                                      | McAllen, TX          | X                              | 13                           | 16                                 | 17                                      | 22                                          | 5                              | 5                                    | 7                                                                     | 85                           | 7    |
| TEDSI                                    | Mission, TX          | X                              | 13                           | 17                                 | 17                                      | 23                                          | 5                              | 4                                    | 4                                                                     | 83                           | 8    |
| Sames Engineering                        | McAllen, TX          | X                              | 10                           | 15                                 | 15                                      | 20                                          | 4                              | 4                                    | 6                                                                     | 74                           | 9    |
| Dannenbaum Engineering                   | McAllen, TX          | X                              | 10                           | 12                                 | 15                                      | 15                                          | 5                              | 5                                    | 7                                                                     | 69                           | 10   |
| <b>Total</b>                             | <b>11</b>            | <b>11</b>                      |                              |                                    |                                         |                                             |                                |                                      |                                                                       |                              |      |













## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 7.B.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Rita Galvan, Secretary

**DEPARTMENT:** Development Services

**DIRECTOR:** Melanie Cano

**Agenda Item:** Consideration and action, if any, on accepting the donation of the structure located at 505 S. Ironwood St., Pharr, Hidalgo County, Texas.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** On November 6, 2017 the Board of Commissioners approved the lease agreement between St. Jude Thaddeus Church and the City of Pharr that includes the construction of a parking lot on said property and to lease said property for public use. St. Jude Thaddeus Church has agreed to donate the structure, (see attached exhibit), in order to proceed in properly constructing the preambler paver parking.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval to accepting the structure.

**Alternatives:**

---

### **ROUTING:**

Rita Galvan

Created/Initiated - 03/26/2018

Roland Gomez

Approved - 03/29/2018

Melanie Cano

Approved - 03/29/2018

Patricia Rigney

Approved - 03/29/2018

City Management Office

Final Approval - 03/29/2018

## DONATION AGREEMENT

I, the undersigned Owner, hereby donate and convey to the City of Pharr, all rights, title, and interest that I possess in the following:

**Description of Gift:** Two-Story Structure located at 505 S. Ironwood St., Pharr, Hidalgo County, Texas (see Exhibit A)

**Proposed Use:** To demolish structure and continue with the construction of a parking lot and to lease said property for public use.

I represent and warrant that I am an authorized legal representative of the property described above and that I have full right, power, and authority to give the property to the City of Pharr I have received an Explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by my signature below.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Name (PLEASE PRINT)

\_\_\_\_\_  
Address

The gift herein above described is accepted on behalf of the City of Pharr, subject to the terms, conditions, and restrictions herein set forth and subject to the acceptance by the Board of Commissioners.

\_\_\_\_\_  
Ambrosio "Amos" Hernandez , Mayor  
City of Pharr, A Texas Municipal  
Corporation

\_\_\_\_\_  
Date



# St Jude Overflow Parking

Write a description for your map.

**"EXHIBIT A"**



Google Earth





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 7.C.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, on selecting various Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Water and Wastewater Improvement Projects based on the Statement of Qualifications Project No. 1718-01-528-S001-362.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** The City of Pharr periodically has a need for Professional Engineering Services Water and Wastewater Improvement Projects

On February 20, 2018 the City of Pharr received a total of (28) Statement of Qualifications in response to RFQ- Water and Wastewater Improvement Projects (Rotation List) Project No. 1718-01-528-S001-362

An Evaluation Committee made up of the City Manager's designated representative(s): Deputy City Manager, City Engineer, Public Works Director, and Development Services Director reviewed and scored the SOQ's Based on the criteria listed below.

**Criteria Points**

Firm Profile (15 points)

Understanding of City of Pharr Water and Wastewater Issues (25 points)

Org Chart and Personnel (20 points)

Relevant Project Experience/References (30 points)

Management Plan (5 points)

Quality Assurance Plan (5 points)

**Total (100) Points**

**Financial Consideration:** Based on Project Specific Scope of Work

**Staff Recommendation:** Staff recommends selecting the top five ranked Engineering Firms to be part of a list of qualified firms to provide Professional Engineering Services for Water and Wastewater Improvement Projects based on the Statement of Qualifications Project No. 1718-01-528-S001-362.

Selected firm(s) shall be maintained (on file) for a period of two (2) years. Upcoming Projects during this period shall be assigned to a firm on the "approved list" at the City's discretion on an "as needed" basis.

**Alternatives:** N/A

---

**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Omar Anzaldua          | Created/Initiated - 03/26/2018 |
| Omar Anzaldua          | Approved - 03/26/2018          |
| Sandra Zamora          | Approved - 03/27/2018          |
| Patricia Rigney        | Approved - 03/28/2018          |
| City Management Office | Final Approval - 03/29/2018    |

PROJECT #1718-01-528-S001-362

| Firm Name                                   | Firm Location       | GRADING CRITERIA                                      |                                                                                     |                                            |                                                   |                                   |                                            | Avg. Total Score<br>100 pts (Max) | RANK | Notes |
|---------------------------------------------|---------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------------|-----------------------------------|--------------------------------------------|-----------------------------------|------|-------|
|                                             |                     | Firm Profile<br>15 pts (Max)                          | Understanding of<br>City of Pharr Water<br>and Wastewater<br>Issues<br>25 pts (Max) | Org Chart and<br>Personnel<br>20 pts (Max) | Relevant<br>Project<br>Experience<br>30 pts (Max) | Management<br>Plan<br>5 pts (Max) | Quality<br>Assurance<br>Plan<br>5pts (Max) |                                   |      |       |
| Carrollo                                    | Mcallen, TX         | 15                                                    | 22.5                                                                                | 20                                         | 30                                                | 5                                 | 5                                          | 97.5                              | 1    |       |
| Garcia Infrastructure<br>Consultants        | San Antonio, TX     | 15                                                    | 25                                                                                  | 15                                         | 30                                                | 5                                 | 5                                          | 95                                | 2    |       |
| Half Associates                             | Mcallen, TX         | 15                                                    | 22                                                                                  | 20                                         | 27                                                | 5                                 | 5                                          | 94                                | 3    | DQ    |
| Perez Consulting Engineers<br>(PCE)         | Mcallen, TX         | 15                                                    | 18.5                                                                                | 19                                         | 25                                                | 5                                 | 5                                          | 87.5                              | 4    |       |
| Melden & Hunt                               | Edinburg, TX        | 15                                                    | 16                                                                                  | 18                                         | 23.5                                              | 5                                 | 5                                          | 82.5                              | 5    | DQ    |
| Javier Hinojosa Engineering                 | Mcallen, TX         | 12.5                                                  | 17                                                                                  | 15                                         | 27.5                                              | 5                                 | 5                                          | 82                                | 6    |       |
| Dannenbaum Engineering                      | Mcallen, TX         | 13.5                                                  | 18.5                                                                                | 15.5                                       | 22.5                                              | 5                                 | 5                                          | 80                                | 7    |       |
| R-Gutierrez Engineering                     | Pharr, TX           | 14                                                    | 17.5                                                                                | 17.5                                       | 21                                                | 5                                 | 5                                          | 80                                | 8    | DQ    |
| International Consulting<br>Engineers (ICE) | Edinburg, TX        | 12.5                                                  | 15                                                                                  | 18                                         | 22                                                | 5                                 | 5                                          | 77.5                              | 9    |       |
| Cruz Hogan                                  | Mcallen, TX         | 12.5                                                  | 11.5                                                                                | 17.5                                       | 26                                                | 4.5                               | 4.5                                        | 76.5                              | 10   |       |
| Garver                                      | Harlingen, TX       | 11                                                    | 17.5                                                                                | 16                                         | 19.5                                              | 5                                 | 5                                          | 74                                | 11   |       |
| Enprotec/Hibbs & Todd                       | Abilene, TX         | 11                                                    | 18.5                                                                                | 15.5                                       | 18.5                                              | 5                                 | 5                                          | 73.5                              | 12   | DQ    |
| Sames Engineering                           | Mcallen, TX         | 14                                                    | 15                                                                                  | 15                                         | 20                                                | 4.5                               | 4.5                                        | 73                                | 13   |       |
| Ambiotec                                    | Brownsville, TX     | 10                                                    | 17                                                                                  | 15                                         | 20                                                | 4.5                               | 4.5                                        | 71                                | 14   |       |
| Dunham Engineering                          | College Station, TX | 13.5                                                  | 10                                                                                  | 15                                         | 22.5                                              | 2.5                               | 5                                          | 68.5                              | 15   |       |
| Hanson                                      | Brownsville, TX     | 10                                                    | 14                                                                                  | 18                                         | 16.5                                              | 5                                 | 5                                          | 68.5                              | 16   |       |
| SDI                                         | Edinburg, TX        | 12.5                                                  | 10                                                                                  | 12.5                                       | 17.5                                              | 5                                 | 5                                          | 62.5                              | 17   | DQ    |
| TEDSI                                       | Mission, TX         | 12.5                                                  | 10                                                                                  | 12.5                                       | 15                                                | 5                                 | 5                                          | 60                                | 18   |       |
| M Garcia Engineering                        | Mcallen, TX         | 10                                                    | 7.5                                                                                 | 15                                         | 15                                                | 4                                 | 5                                          | 56.5                              | 19   |       |
| Gonzalez De La Garza                        | Mcallen, TX         | 7.5                                                   | 10                                                                                  | 12.5                                       | 15                                                | 5                                 | 5                                          | 55                                | 20   |       |
| Casa Engineering                            | Harlingen, TX       | 7.5                                                   | 7.5                                                                                 | 10                                         | 10                                                | 2.5                               | 2.5                                        | 40                                | 21   |       |
| Earth Co                                    | Brownsville, TX     | Does Not meet Qualifications (Geotech Firm)           |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 22   |       |
| Guzman & Munoz                              | Mercedes, TX        | Non Responsive(Did not follow Submittal Requirements) |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 23   |       |
| LeFevre Engineering                         | Mcallen, TX         | Non Responsive(Did not follow Submittal Requirements) |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 24   | DQ    |
| Quintanilla Headly & Associates             | Edinburg, TX        | Non Responsive(Did not follow Submittal Requirements) |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 25   |       |
| SWG Engineering                             | Weslaco, TX         | Non Responsive(Did not follow Submittal Requirements) |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 26   |       |
| Urban Infrastructure Group                  | Donna, TX           | Non Responsive(Did not follow Submittal Requirements) |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 27   | DQ    |
| Vasquez Surveying Inc.                      | Mcallen, TX         | Does Not meet Qualifications (Surveying Firm)         |                                                                                     |                                            |                                                   |                                   |                                            | 0                                 | 28   |       |

Total28





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 7.D.

**DATE SUBMITTED:** March 28, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Elva Guajardo, Administrative Assistant

**DEPARTMENT:** Parks

**DIRECTOR:** Sergio Alanis

**Agenda Item:** Presentation and status update for Development and Research Center usage and after school programs.

**Classification:** Closed Session

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Parks and Recreation Director Sergio Alanis and Library Director Adolfo Garcia will present and propose ideas for after school programs and D.R.C. usage.

**Financial Consideration:** n/a

**Staff Recommendation:** none

**Alternatives:** n/a

---

### **ROUTING:**

Elva Guajardo  
Sergio Alanis  
City Management Office

Created/Initiated - 03/28/2018  
Approved - 03/28/2018  
Final Approval - 03/29/2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 7.E.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consultation with the Board of Commissioners on review of the City's Organizational Structure.

**Classification:** Closed Session

(\* 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:**

Imelda Barrera  
City Management Office

Created/Initiated - 03/29/2018  
Final Approval - 03/29/2018



## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 8.A.

**DATE SUBMITTED:** March 28, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Juan Guerra

**Agenda Item:** Consideration and action, if any, on Purchase Contract with Election Systems & Software (ES&S) for the purchase of Election Equipment through the BuyBoard Contract 542-17. Project No. 1718-01-510-P013-001.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The City of Pharr requests authorization to enter into a purchase contract with Election Systems & Software (ES&S) from Omaha, NE, utilizing BuyBoard Contract #542-17 for the purchase of election equipment as noted below.

Election Equipment: \$94,999.84

Electronic Poll Book/Central Point Software: \$11,826.75

**Grand Total: \$106,826.59**

Thumb Drive Coding for Tabulators (Per Election): \$2,500

ExpressVote Cards& ABS Ballots (Per Election): \$1,000

Poll Book Data Conversion (Per Election): \$1,625

Approximate  
Maintenance Cost  
(Years 2-10):

2019     \$18,812.50

2020     \$14,166.56

2021     \$14,662.39

2022     \$15,175.58

2023     \$15,706.72

2024     \$16,256.46



|      |             |
|------|-------------|
| 2025 | \$16,825.43 |
| 2026 | \$17,414.32 |
| 2027 | \$18,028.82 |

**Financial Consideration:** Purchase Amount: \$106,826.59  
Budgeted Amount: \$110,000.00

**Staff Recommendation:** Staff recommends award of purchase contract to Election Systems & Software from Omaha, NE, utilizing BuyBoard Contract #542-17, in the amount of \$106,826.59. In addition, staff recommends accepting the Flat Rate Maintenance Fees or Maintenance Fee with 3.5% increase annually for years 2-10.

**Alternatives:**

---

**ROUTING:**

|                        |                                |
|------------------------|--------------------------------|
| Hilda Pedraza          | Created/Initiated - 03/28/2018 |
| Patricia Rigney        | Approved - 03/28/2018          |
| Sandra Zamora          | Approved - 03/28/2018          |
| Karla Moya             | Approved - 03/28/2018          |
| Jose Pena              | Approved - 03/29/2018          |
| City Management Office | Final Approval - 03/29/2018    |



11208 JOHN GALT BLVD  
OMAHA, NE 68137-2364  
(402) 593-0101

# Sales Order Agreement

Customer P.O. #: \_\_\_\_\_

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (956) 402-4100

Fax Number: (956) 475-3439

Customer Contact, Title: Hilda Pedraza - City Clerk

Customer Name: City of Pharr, Texas

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

Bill To: \_\_\_\_\_

City of Pharr, Texas

Hilda Pedraza - City Clerk

118 S. Cage Boulevard - 4th Floor

Pharr, TX 78577

Ship To: \_\_\_\_\_

City of Pharr, Texas

Hilda Pedraza - City Clerk

118 S. Cage Boulevard - 4th Floor

Pharr, TX 78577

|    | <u>Item</u>          | <u>Description</u>                                                                                                                           | <u>Qty</u> | <u>Price</u> | <u>Total</u> |
|----|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|--------------|
| 1  | DS200                | Model DS200 Digital Image Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and 4GB Jump Drive | 8          | \$5,750.00   | \$46,000.00  |
| 2  | DS200                | Paper Roll (Additional)                                                                                                                      | 16         | \$1.75       | \$28.00      |
| 3  | DS200                | Tote Bin                                                                                                                                     | 8          | \$225.00     | \$1,800.00   |
| 4  | DS200                | 4GB Jump Drive (Additional)                                                                                                                  | 8          | \$105.00     | \$840.00     |
| 5  | ExpressVote          | ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, ADA Keypad, Headphones, and 4GB Flash Drive                | 15         | \$3,325.00   | \$49,875.00  |
| 6  | ExpressVote          | Soft-Sided Case                                                                                                                              | 15         | \$175.00     | \$2,625.00   |
| 7  | ExpressVote          | Tabletop ExpressVote Privacy Screen (6 per case)                                                                                             | 3          | \$99.95      | \$299.85     |
| 8  | Software             | ElectionWare Software - Reporting Only                                                                                                       | 1          | \$4,200.00   | \$4,200.00   |
| 9  | Third Party Items    | 3rd Party Items as set forth on Exhibit B                                                                                                    | 1          | \$2,711.00   | \$2,711.00   |
| 10 | Network Installation | 3rd Party Configuration and Installation - ES&S In-House                                                                                     | 1          | \$1,300.00   | \$1,300.00   |
| 11 | DS200                | Equipment Installation                                                                                                                       | 8          | Included     | Included     |
| 12 | ExpressVote          | Equipment Installation                                                                                                                       | 15         | Included     | Included     |
| 13 | Services             | Public Test                                                                                                                                  | 1          | \$1,650.00   | \$1,650.00   |
| 14 | Services             | Equipment Operations Training Day                                                                                                            | 1          | Included     | Included     |
| 15 | Services             | Poll Worker Train-the-Trainer Day                                                                                                            | 1          | Included     | Included     |
| 16 | Services             | Software Training Day                                                                                                                        | 1          | Included     | Included     |
| 17 | Services             | Election On-Site Support Event                                                                                                               | 1          | Included     | Included     |
| 18 | Shipping             | Shipping & Handling                                                                                                                          | 1          | \$1,330.00   | \$1,330.00   |

**Order Subtotal** \$ **112,658.85**

**Customer Discount** **(\$17,659.01)**

**Order Total** \$ **94,999.84**

Freight Billable: yes ☒ no ☐

# Sales Order Agreement

Chris Moody  
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

## Special Notes:

### Payment Terms

100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

### Warranty Period (Years):

One (1) Year From Equipment Delivery

### Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS



## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

## 7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

## 11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S; (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT**  
**SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration



services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.



**Schedule A1**  
**Pricing Summary**

| <b><u>Summary:</u></b>                                                                                                                                                                                                                         |                                                                           |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------|
| <b>Description</b>                                                                                                                                                                                                                             | <b>Refer To</b>                                                           | <b>Amount</b>      |
| ES&S Hardware Maintenance Fees                                                                                                                                                                                                                 | ES&S Hardware Maintenance Description and Fees Below                      | \$16,400.00        |
| ES&S Software License, Maintenance and Support Fees                                                                                                                                                                                            | ES&S Software License, Maintenance and Support Description and Fees Below | \$21,000.00        |
| ES&S Firmware License, Maintenance and Support Fees                                                                                                                                                                                            | ES&S Firmware License, Maintenance and Support Description and Fees Below | \$8,075.00         |
|                                                                                                                                                                                                                                                |                                                                           |                    |
| <b>Total Maintenance Fees for the Initial Term:</b>                                                                                                                                                                                            |                                                                           | <b>\$45,475.00</b> |
| <b><u>Terms &amp; Conditions:</u></b>                                                                                                                                                                                                          |                                                                           |                    |
| <b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.                                                                                                                                  |                                                                           |                    |
| <b>Note 2:</b> In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term. |                                                                           |                    |

## ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **fifth** anniversary thereof

| Qty                                                         | Description              | Coverage Period | Annual Maintenance Fee Per Unit | Maintenance Fee In Total |
|-------------------------------------------------------------|--------------------------|-----------------|---------------------------------|--------------------------|
| 8                                                           | Model DS200 Scanner      | Year 1          | \$185.00                        | \$1,480.00               |
| 15                                                          | ExpressVote BMD Terminal | Year 1          | \$120.00                        | \$1,800.00               |
| <b>Total Maintenance Fees for Year 1</b>                    |                          |                 |                                 | <b>\$3,280.00</b>        |
|                                                             |                          |                 |                                 |                          |
| 8                                                           | Model DS200 Scanner      | Year 2          | \$185.00                        | \$1,480.00               |
| 15                                                          | ExpressVote BMD Terminal | Year 2          | \$120.00                        | \$1,800.00               |
| <b>Total Maintenance Fees for Year 2</b>                    |                          |                 |                                 | <b>\$3,280.00</b>        |
|                                                             |                          |                 |                                 |                          |
| 8                                                           | Model DS200 Scanner      | Year 3          | \$185.00                        | \$1,480.00               |
| 15                                                          | ExpressVote BMD Terminal | Year 3          | \$120.00                        | \$1,800.00               |
| <b>Total Maintenance Fees for Year 3</b>                    |                          |                 |                                 | <b>\$3,280.00</b>        |
|                                                             |                          |                 |                                 |                          |
| 8                                                           | Model DS200 Scanner      | Year 4          | \$185.00                        | \$1,480.00               |
| 15                                                          | ExpressVote BMD Terminal | Year 4          | \$120.00                        | \$1,800.00               |
| <b>Total Maintenance Fees for Year 4</b>                    |                          |                 |                                 | <b>\$3,280.00</b>        |
|                                                             |                          |                 |                                 |                          |
| 8                                                           | Model DS200 Scanner      | Year 5          | \$185.00                        | \$1,480.00               |
| 15                                                          | ExpressVote BMD Terminal | Year 5          | \$120.00                        | \$1,800.00               |
| <b>Total Maintenance Fees for Year 5</b>                    |                          |                 |                                 | <b>\$3,280.00</b>        |
|                                                             |                          |                 |                                 |                          |
| <b>Total Hardware Maintenance Fees for the Initial Term</b> |                          |                 |                                 | <b>\$16,400.00</b>       |

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

**Note 3:** Customer's Designated Location: City of Pharr, Texas

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

### Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.

2. Issue Resolution.

3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
  - o Service performed by an ES&S trained and certified technician.
  - o Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
  - o Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
  - o Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - o Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - o Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - o A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.



**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the **fifth** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

| Qty                                                                              | Description                            | Coverage Period | Software License, Maintenance and Support Fee In Total |
|----------------------------------------------------------------------------------|----------------------------------------|-----------------|--------------------------------------------------------|
| 1                                                                                | ElectionWare Software – Reporting Only | Year 1          | 4,200.00                                               |
| 1                                                                                | ElectionWare Software – Reporting Only | Year 2          | 4,200.00                                               |
| 1                                                                                | ElectionWare Software – Reporting Only | Year 3          | 4,200.00                                               |
| 1                                                                                | ElectionWare Software – Reporting Only | Year 4          | 4,200.00                                               |
| 1                                                                                | ElectionWare Software – Reporting Only | Year 5          | 4,200.00                                               |
| <b>Total Software License, Maintenance and Support Fees for the Initial Term</b> |                                        |                 | <b>\$21,000.00</b>                                     |

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the **fifth** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

| Qty                                                           | Description              | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|---------------------------------------------------------------|--------------------------|-----------------|---------------------------------------------------------------|--------------------------------------------------------|
| 8                                                             | Model DS200 Scanner      | Year 1          | \$80.00                                                       | \$640.00                                               |
| 15                                                            | ExpressVote BMD Terminal | Year 1          | \$65.00                                                       | \$975.00                                               |
| <b>Total License, Maintenance and Support Fees for Year 1</b> |                          |                 |                                                               | <b>\$1,615.00</b>                                      |
| 8                                                             | Model DS200 Scanner      | Year 2          | \$80.00                                                       | \$640.00                                               |
| 15                                                            | ExpressVote BMD Terminal | Year 2          | \$65.00                                                       | \$975.00                                               |
| <b>Total License, Maintenance and Support Fees for Year 2</b> |                          |                 |                                                               | <b>\$1,615.00</b>                                      |
| 8                                                             | Model DS200 Scanner      | Year 3          | \$80.00                                                       | \$640.00                                               |
| 15                                                            | ExpressVote BMD Terminal | Year 3          | \$65.00                                                       | \$975.00                                               |
| <b>Total License, Maintenance and Support Fees for Year 3</b> |                          |                 |                                                               | <b>\$1,615.00</b>                                      |

| Qty                                                                              | Description              | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|----------------------------------------------------------------------------------|--------------------------|-----------------|---------------------------------------------------------------|--------------------------------------------------------|
| 8                                                                                | Model DS200 Scanner      | Year 4          | \$80.00                                                       | \$640.00                                               |
| 15                                                                               | ExpressVote BMD Terminal | Year 4          | \$65.00                                                       | \$975.00                                               |
| <b>Total License, Maintenance and Support Fees for Year 4</b>                    |                          |                 |                                                               | <b>\$1,615.00</b>                                      |
|                                                                                  |                          |                 |                                                               |                                                        |
| 8                                                                                | Model DS200 Scanner      | Year 5          | \$80.00                                                       | \$640.00                                               |
| 15                                                                               | ExpressVote BMD Terminal | Year 5          | \$65.00                                                       | \$975.00                                               |
| <b>Total License, Maintenance and Support Fees for Year 5</b>                    |                          |                 |                                                               | <b>\$1,615.00</b>                                      |
|                                                                                  |                          |                 |                                                               |                                                        |
| <b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b> |                          |                 |                                                               | <b>\$8,075.00</b>                                      |

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. **Customer** shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



**EXHIBIT B**  
**THIRD PARTY ITEMS**

Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.

| Qty Ord. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Price      | Ext. Price |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|          | <b>EMS WORKSTATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |            |
| 1        | <b>DELL LATITUDE E5580 (LAPTOP)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$2,174.00 | \$2,174.00 |
|          | <ul style="list-style-type: none"> <li>• Dell Latitude E5580</li> <li>• 6th Generation Intel® Core™ i5-6300U (Dual Core, 2.4GHz, 3M cache)</li> <li>• Intel Core i5-6300U Processor Bae, AMD Radeon R7 M360, 2GB</li> <li>• Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)</li> <li>• Dell Power Manager</li> <li>• Dell Data Protection Security Tools Digital Delivery/NB</li> <li>• Dell Backup and Recovery Basic</li> <li>• Dell Data Protection   Protected Workspace</li> <li>• Dell™ Digital Delivery Cirrus Client</li> <li>• Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), Optiplex</li> <li>• Waves Maxx Audio Royalty</li> <li>• 39.6cm (15.6") FHD (192x1080) Non-Touch Anti-Glare LCD with Camera and Mic</li> <li>• 8GB (1x8GB) 2133MHz DDR4 Memory</li> <li>• 500GB (5400rpm) Hybrid HDD with 8GB Flash</li> <li>• HDD/SSD, Bracket for 7MM, PC15/P</li> <li>• Intel Rapid Storage Technology</li> <li>• Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth</li> <li>• Internal Dual Pointing Backlit Keyboard (US-English)</li> <li>• Internal Keyboard Shroud 106,E5570</li> <li>• Smart Card Reader (Dual Pointing) Palmrest</li> <li>• 65 Watt AC Adaptor, US Power Cord</li> <li>• Primary 4-cell 62W/HR Battery</li> <li>• Quick Reference Guide Latitude E5580</li> <li>• Resource DVD</li> <li>• Energy Star 6.1</li> </ul> |            |            |
|          | <ul style="list-style-type: none"> <li>• Dell Limited Hardware Warranty Extended Year(s)</li> <li>• For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115</li> <li>• Dell Limited Hardware Warranty</li> <li>• ProSupport: 7x24 Technical Support, 5 Years</li> <li>• ProSupport: Next Business Day Onsite, 1 Year</li> <li>• ProSupport: Next Business Day Onsite, 4 Year Extended</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |            |
| 1        | <b>*SYMANTEC ENDPOINT PROTECTION 12.1.6</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$47.00    | \$47.00    |
| 1        | <b>DELL EXTERNAL USB SLIM DVD+-RW OPTICAL DRIVE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$70.00    | \$70.00    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |
|          | <b>MISCELLANEOUS COMPONENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |
| 1        | <b>OKI B432DN MONO LASER DUPLEX PRINTER - <i>Optional</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$416.00   | \$416.00   |

|   |                                                   |        |            |
|---|---------------------------------------------------|--------|------------|
| 1 | LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE | \$4.00 |            |
|   |                                                   |        |            |
|   | ORDER TOTAL:                                      |        | \$2,711.00 |

**Note 1:**

The configuration and specification of third party items as set forth here are subject to change by ES&S and/or the manufacturer. Should the actual configuration and specifications differ from those set forth herein, ES&S agrees to provide, and Customer agrees to accept, Third Party Items that are comparable to those described above.



**City of Pharr, Texas**  
**Electronic Pollbook Sales Order Agreement**

| Description                                                                                                                                                                                                                                                                                                                                                              | UOM          | Qty    | Unit Price | Total Price        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------|------------|--------------------|
| <b>ExpressPoll with Lazy Susan Stand and Pedestal:</b>                                                                                                                                                                                                                                                                                                                   |              |        |            |                    |
| ExpressPoll Tablet with Barcode Scanning and Signature Capture Capabilities. Includes Lazy Susan Stand with Turntable Pedestal, 3 USB Ports, Mag-Stripe Reader, Tablet Protector Sleeve, Back Strap, Stylus with Tether, Micro-SD Card w/SD Adapter, 16GB Thumb Drive, Power Supply and Cable, Carrying Case, ExpressPoll Software, and Loading of Software on the Unit. | Each         | 7      | \$1,185.00 | \$8,295.00         |
| <b>Software:</b>                                                                                                                                                                                                                                                                                                                                                         |              |        |            |                    |
| CentralPoint Software License and Hosting Fee. Requires Internet Explorer 10 or above.                                                                                                                                                                                                                                                                                   | License      | 1      | \$3,875.00 | \$3,875.00         |
| <b>Implementation Services:</b>                                                                                                                                                                                                                                                                                                                                          |              |        |            |                    |
| Acceptance Testing (per Unit)                                                                                                                                                                                                                                                                                                                                            | Per Unit     | 7      | \$50.00    | \$350.00           |
| EZRoster Software Training                                                                                                                                                                                                                                                                                                                                               | Day          | 1      | \$1,650.00 | \$1,650.00         |
| Shipping (ExpressPoll Hardware & Software)                                                                                                                                                                                                                                                                                                                               | Per Unit     | 7      | \$20.00    | \$140.00           |
| One-Year Hardware and Software Warranty                                                                                                                                                                                                                                                                                                                                  | N/A          |        |            | Included           |
| <b>Discount:</b>                                                                                                                                                                                                                                                                                                                                                         |              |        |            | (\$2,483.25)       |
| <b>Order Total</b>                                                                                                                                                                                                                                                                                                                                                       |              |        |            | <b>\$11,826.75</b> |
| <b>Payment Terms:</b>                                                                                                                                                                                                                                                                                                                                                    |              |        |            |                    |
| \$2,956.69 Due within thirty (30) calendar days of contract execution.                                                                                                                                                                                                                                                                                                   |              |        |            |                    |
| \$8,870.06 Due within thirty (30) calendar days of delivery of ExpressPoll Hardware and/or ExpressPoll Software.                                                                                                                                                                                                                                                         |              |        |            |                    |
| <b>Estimated Data Conversion Fees (Per Election if ES&amp;S is Performing the Data Conversion):</b>                                                                                                                                                                                                                                                                      |              |        |            |                    |
| Set-Up/Configuration Fee                                                                                                                                                                                                                                                                                                                                                 | Per Election | 1      | \$750.00   | \$750.00           |
| Includes Data Analysis, Delivery of Sample Data, and Delivery of Final Data                                                                                                                                                                                                                                                                                              |              |        |            |                    |
| Configuration File Customization                                                                                                                                                                                                                                                                                                                                         |              |        |            |                    |
| - Screen Customization                                                                                                                                                                                                                                                                                                                                                   |              |        |            |                    |
| - Options Setting                                                                                                                                                                                                                                                                                                                                                        |              |        |            |                    |
| Testing/Validation                                                                                                                                                                                                                                                                                                                                                       |              |        |            |                    |
| - Validation of Final Record Counts                                                                                                                                                                                                                                                                                                                                      |              |        |            |                    |
| - Baseline Validation of Application Workflows & Active Functions                                                                                                                                                                                                                                                                                                        |              |        |            |                    |
| - Testing of Special Configuration or Customer Options                                                                                                                                                                                                                                                                                                                   |              |        |            |                    |
| Processing Fee Per Registered Voter                                                                                                                                                                                                                                                                                                                                      | Per RV       | 35,000 | \$0.0250   | \$875.00           |
| Signature File Processing                                                                                                                                                                                                                                                                                                                                                | Per RV       | 0      | \$0.0050   | TBD                |
| Voter Images Processing                                                                                                                                                                                                                                                                                                                                                  | Per RV       | 0      | \$0.0050   | TBD                |
| Pollbook Database Update (fee per update)                                                                                                                                                                                                                                                                                                                                | Per Update   | 0      | \$225.00   | TBD                |
| Voter History Update (fee per update)                                                                                                                                                                                                                                                                                                                                    | Per Update   | 0      | \$225.00   | TBD                |
| Custom Report Generation                                                                                                                                                                                                                                                                                                                                                 | N/A          | 0      | Per Quote  | Per Quote          |
| Custom VR Voter History Import File Creation                                                                                                                                                                                                                                                                                                                             | Each         | 0      | \$300.00   | TBD                |
| Reconversion Fee                                                                                                                                                                                                                                                                                                                                                         | Each         | 0      | \$250.00   | TBD                |
| Pollbook Screen Revision                                                                                                                                                                                                                                                                                                                                                 | Each         | 0      | \$125.00   | TBD                |
| Poll Location Map Display                                                                                                                                                                                                                                                                                                                                                | Each         | 0      | \$150.00   | TBD                |
| Custom Conversion per Hour                                                                                                                                                                                                                                                                                                                                               | Hour         | 0      | \$250.00   | TBD                |
| <b>Estimated Data Conversion Fees</b>                                                                                                                                                                                                                                                                                                                                    |              |        |            | <b>\$1,625.00</b>  |

**Note:** Data Conversion Services will be invoiced as Services are provided and total fees will be based upon actual work performed. 100% of invoice total due within 30 calendar days of invoice date.





**City of Pharr, Texas**  
**Electronic Pollbook Sales Order Agreement**

| Description | UOM | Qty | Unit Price | Total Price |
|-------------|-----|-----|------------|-------------|
|-------------|-----|-----|------------|-------------|

**Annual Post-Warranty Maintenance and Support Fees**

**(Fees are Based Upon a 4-Year Customer Commitment to Subscribe to the Following Services)**

**PollBook Software:**

|                                                                       |          |   |          |          |
|-----------------------------------------------------------------------|----------|---|----------|----------|
| ExpressPoll Software License and Maintenance and Support Fee - Year 1 | Per Unit | 7 | \$102.50 | \$717.50 |
| ExpressPoll Software License and Maintenance and Support Fee - Year 2 | Per Unit | 7 | \$102.50 | \$717.50 |
| ExpressPoll Software License and Maintenance and Support Fee - Year 3 | Per Unit | 7 | \$102.50 | \$717.50 |
| ExpressPoll Software License and Maintenance and Support Fee - Year 4 | Per Unit | 7 | \$102.50 | \$717.50 |

**Software:**

|                                                                 |         |   |            |            |
|-----------------------------------------------------------------|---------|---|------------|------------|
| CentralPoint Software License Fee and Hosting Services - Year 1 | License | 1 | \$3,875.00 | \$3,875.00 |
| CentralPoint Software License Fee and Hosting Services - Year 2 | License | 1 | \$3,875.00 | \$3,875.00 |
| CentralPoint Software License Fee and Hosting Services - Year 3 | License | 1 | \$3,875.00 | \$3,875.00 |
| CentralPoint Software License Fee and Hosting Services - Year 4 | License | 1 | \$3,875.00 | \$3,875.00 |

Note: Annual Software License, Hosting, and Maintenance and Support fees of \$4,592.50 will be invoiced 90-days prior to beginning of the post-warranty period. 100% of invoice total due within 30 calendar days of invoice date.

The parties hereby agree that this Sales Order and the ExpressPoll Sales Order Agreement General Terms, attached hereto and fully incorporated herein by this reference, (collectively, the "Agreement") represents a binding agreement between ES&S and Customer for the purchase of ExpressPoll System products and services. Further, the undersigned Customer hereby agrees to purchase such ExpressPoll products and services from ES&S as set forth herein. The undersigned Customer hereby agrees to the ExpressPoll System Sales Order Agreement General Terms and acknowledges that he or she has read the entire Agreement, understands it and fully intends to be bound by it. The undersigned Customer hereby certifies that: 1) sufficient funds are available for any of this purchase that exceeds my allocation of state and/or federal funding; and 2) any amount not funded by state and/or federal funds has been authorized and appropriated for this purchase. As of the date of the signature below, the undersigned Customer has full power and authority to enter into and perform this Agreement, and has been properly authorized to execute and deliver this Agreement on behalf of the Customer as set forth above.

ES&S Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

|                     |                                   |
|---------------------|-----------------------------------|
| Contact Person      | Hilda Pedraza - City Clerk        |
| Address (no PO box) | 118 S. Cage Boulevard - 4th Floor |
| City                | Pharr                             |
| State/Province      | TX                                |
| Zip                 | 78577                             |
| Phone Number        | (956) 402-4100                    |

## ELECTRONIC POLLBOOK GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license to Customer and Customer agrees to purchase and/or license from ES&S, the Equipment, ES&S Firmware and ES&S Software described on the attached Electronic Pollbook Sales Order ("Sales Order"). The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the Equipment and ES&S Software are set forth on the attached Sales Order. Title to the Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the Sales Order for the Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the ES&S Software described on the Sales Order, and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software during the Initial License Term or any License Renewal Term as defined in Section 4 below. The ES&S Software described in this Section 2 are ES&S proprietary software products. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this Section 2 does not permit Customer to use or access the source code for the ES&S Software.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

4. **Term of License.** The license granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a one-year period (the "Initial License Term"). Upon expiration of the Initial License Term, the license shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the Sales Order. The license terms for any License Renewal Term shall be as set forth on Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 2 or 3 with respect to, such license. Upon the termination of the license granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of third party items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) train Customer on Updates, if such training is requested by Customer; (ii) install the Updates; or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall pay ES&S for any Update which is specific to Customer or required due to a change in state or local law.

6. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date set forth on the Sales Order and, if required, will have been certified by the appropriate state authorities for use in the Customer's state. ES&S further warrants that during the Warranty Period and thereafter so long as Customer is subscribing and paying for ES&S Software License, Maintenance and Support Services, the ES&S Software shall be maintained or upgraded by ES&S in such a way as to remain compliant with all applicable state election laws and regulations. "Maintained or upgraded" shall mean only such changes to individual items of the

Software (but not Equipment) as are technologically feasible and commercially reasonable. Customer shall be solely responsible for the cost of any replacements, retrofits or modifications to the Equipment contracted for herein that may be developed and offered by ES&S in order for such Equipment to remain compliant with applicable laws and regulations. Customer shall also be solely responsible for the cost of any third party items that are required in order for the Equipment and/or Software to remain compliant with applicable laws and regulations.

7. **Delivery; Risk of Loss.** The Estimated Delivery Dates set forth on the Sales Order are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer and other events. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the Equipment and Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the Equipment and Software and shall name ES&S as an additional insured thereunder until all amounts payable to ES&S under this Agreement have been paid by Customer.

8. **Warranty.**

a. **Equipment/ Software.** ES&S warrants that for a 1 year period (the "Warranty Period"), it will repair or replace any component of the Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the Equipment or ES&S Software will become the property of ES&S. ES&S shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear. All Equipment warranty services shall be provided at ES&S' designated location. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not

been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon the expiration of the Warranty Period, the Customer shall be entitled to receive the Software Maintenance and Support Services described on Exhibit A, upon the payment of the applicable fees for such service.

b. **System.** ES&S warrants that the Equipment and ES&S Software will operate in conjunction with the third party items during the Warranty Period, provided that (i) Customer is using third party items which have been approved by ES&S in writing for use with the Equipment and ES&S Software, (ii) Customer has installed and is using the most recent Update provided to it by ES&S, and (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the third party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third party items which are provided to ES&S.

c. **Exclusive Remedies. IN THE EVENT OF A BREACH OF SUBSECTIONS 8(a) or 8(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTIONS, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the Equipment and ES&S Software; (c) the results obtained from the use of the Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this



Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Software Maintenance and Support Services.

10. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall not cause or permit the adaptation, conversion, reverse engineering, disassembly or decompilation of any of the ES&S Software. Further, Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the Equipment, the Software, the Documentation and training materials that are provided, and all permitted copies of the foregoing.

11. **Indemnification.** Customer shall indemnify and hold harmless ES&S from and against any and all adverse consequences arising out of or relating to the following:

a. Any Third Party Infringement Claim resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items;

c. Personal injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 12, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

12. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection,

labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay

13. **Term; Termination.** This Agreement is made as of the date it is executed by the last of the parties named on the Sales Order (the "Effective Date"). The parties acknowledge and agree that certain of the Exhibits contain separate termination provisions, and that the termination of any Exhibit shall not constitute a termination of any other Exhibit or of the Agreement as a whole. This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 calendar days after it receives written notification thereof from the non-breaching party.

14. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

15. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed fax, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page of the Sales Order which is attached to this Agreement and at the addresses or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

16. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 calendar days, ES&S may suspend performance under this Agreement until such amount is paid. If Customer's payment is past

due for more than 60 calendar days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable, enter the premises where the Equipment is located and remove it. Any undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

17. **Additional Services; Changes.** Unless otherwise stated on the Sales Order, Customer shall be responsible for all costs related to services entered into in separate agreements such as, but not limited to, election coding, data conversion costs and network set up and communication. Further, Customer is responsible for equipment and setup, and the costs associated with setup, of the network infrastructure for data transfer and application communication unless specified in separate agreements. In addition, in the event the Customer changes, makes updates, enhances or otherwise modifies the Customer's currently existing voter registration system and such changes, updates, enhancements or modifications results in ES&S having to re-perform any services provided under this Agreement, the Customer shall be responsible for any such additional charges; which shall be invoiced at ES&S' then current rates. Likewise, any Customer requested enhancements, modifications or changes to the Equipment or ES&S Software which ES&S agrees to provide, in its sole discretion, shall be set forth in separate change orders to the Agreement. Customer shall be responsible for the payment of all fees associated with such enhancements, modifications or changes made by ES&S.

18. **Other.** ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1 – 6, 8(c), 9 – 12, 15, 16(b) and this section 18 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

**EXHIBIT A**  
**ES&S SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SERVICES**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A shall be in effect from the date on which the Initial License Term expires until the first anniversary thereof (the "License Renewal Term"). The License Renewal Term shall automatically renew for an unlimited number of successive one year periods until this Exhibit A is terminated by the first to occur of (a) either party's election to terminate it upon expiration of the License Renewal Term or any renewal thereof, written notice of which election shall be given to the other party at least sixty (60) calendar days prior to such annual expiration date, (b) the date that is thirty (30) calendar days after either party notifies the other that the other has materially breached this Exhibit A, and the breaching party fails to cure such breach within such 30-day period, or (c) the date that is 30 days after Customer fails to pay any amount due ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due ES&S hereunder.

2. **Fees.** In consideration for ES&S' agreement to provide the ES&S Software License and Software Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Software License and Software Maintenance and Support Fees set forth on Electronic Pollbook Sales Order. The ES&S Software license and Software Maintenance and Support Fees for the License Renewal Term are due on the date of the expiration of the Initial License Term. ES&S may increase the ES&S Software License and Software Maintenance and Support Fees for any renewal period by not more than 5% of the amount of the most recent fees paid by the Customer. The ES&S Software license and Software Maintenance and Support Fees for any renewal period shall be due and payable no later than thirty (30) days prior to the beginning of such renewal period. The ES&S Software license and Software Maintenance and Support Fee shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A or the Agreement. If Customer elects to license and receive Software Maintenance and Support for an Add-On or New Product during the Term or any renewal thereof, ES&S will charge an incremental license and Software Maintenance and Support Fee for such license and services.

**ARTICLE II**  
**License of ES&S Software**

1. **Grant of License.** During the License Renewal Term or any renewal thereof, ES&S shall grant to Customer a nonexclusive, nontransferable license to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the Equipment and ES&S Software. The license allows Customer to use the ES&S Software (in object code only) and the Documentation, in the course of operating the Equipment and solely for the purposes of managing the electronic poll book voter lists and voter registration process at each polling location in Customer's jurisdiction. The license granted in this does not permit Customer to use or access the source code for the ES&S Software.

2. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software; or
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party, including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or
- d. Cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent).

3. **Term of License.** The license granted in Article II, Section 1 shall commence upon the expiration of the Initial License Term and receipt of payment by ES&S in accordance with Article I, Section 2 of this Exhibit A. ES&S may terminate the license if Customer fails to pay the consideration due for, or breaches Sections 1 or 2 of this Article II with respect to, such license. Upon the termination of the license granted in Section 1 of Article II for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested



by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

### **ARTICLE III**

#### **ES&S SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

1. **Services Provided.** ES&S shall provide maintenance and support services for the ES&S Software ("Software Maintenance and Support"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship.

2. **Updates.** During the Software Maintenance Term and any renewals thereof, ES&S shall continue to provide updates in accordance with any update schedule determined by ES&S.

3. **Reinstatement of ES&S License and Software Maintenance and Support Services.** If the License Renewal Term or any renewal thereof expires without being renewed, Customer may thereafter resume receiving ES&S' license and Software Maintenance and Support Services upon (a) notification to ES&S, and (b) payment of all fees which would have been due to ES&S had the ES&S' License Renewal Term not expired, plus a reinstatement charge.

4. **Conditions.** ES&S shall provide Software Maintenance and Support Services for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent Update provided to it by ES&S, (e) Customer's failure to notify ES&S within 24 hours after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. However, such Software Maintenance and Support Services shall not be provided at the Software Maintenance and Support Services Fees outlined in the Sales Order, but shall be provided at the fees to be agreed upon by the parties if and when the need for such Software Maintenance and Support arises.

5. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all ES&S License and Software Maintenance and Services Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered.

**City of Pharr, Texas**  
**Pollbook and Tabulation Election System Purchase**  
**& 10 Year Cost Analysis**

|                                                         | 2018                | 2019               | 2020               | 2021               | 2022               | 2023               | 2024               | 2025               | 2026               | 2027               | Notes                                                                                                                            |
|---------------------------------------------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Purchase Price for Tabulation                           | \$96,126.85         | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |                                                                                                                                  |
| Purchase Price for Pollbooks                            | \$11,826.75         | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |                                                                                                                                  |
| DS200 Firmware for 8 units                              | Included            | \$640.00           | \$662.40           | \$685.58           | \$709.58           | \$734.41           | \$760.12           | \$786.72           | \$814.26           | \$842.76           |                                                                                                                                  |
| DS200 Hardware Maintenance for 8 units                  | Included            | \$1,480.00         | \$1,531.80         | \$1,585.41         | \$1,640.90         | \$1,698.33         | \$1,757.78         | \$1,819.30         | \$1,882.97         | \$1,948.88         |                                                                                                                                  |
| ExpressVote Firmware for 15 units                       | Included            | \$975.00           | \$1,009.13         | \$1,044.44         | \$1,081.00         | \$1,118.83         | \$1,157.99         | \$1,198.52         | \$1,240.47         | \$1,283.89         |                                                                                                                                  |
| ExpressVote Hardware Maintenance for 15 Units           | Included            | \$1,800.00         | \$1,863.00         | \$1,928.21         | \$1,995.69         | \$2,065.54         | \$2,137.84         | \$2,212.66         | \$2,290.10         | \$2,370.26         |                                                                                                                                  |
| ERM Software License                                    | Included            | \$4,200.00         | \$4,347.00         | \$4,499.15         | \$4,656.62         | \$4,819.60         | \$4,988.28         | \$5,162.87         | \$5,343.57         | \$5,530.60         |                                                                                                                                  |
| Thumb Drive Coding for Tabulators <i>(Per Election)</i> | \$0.00              | \$2,500.00         | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | <i>Per Election Cost. \$2500 Will be the cost each election. This cost is only incurred when there is an election</i>            |
| Site Support / Training                                 | Included            | Included           | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |                                                                                                                                  |
| ExpressVote Cards & ABS Ballots <i>(Per Election)</i>   | \$0.00              | \$1,000.00         | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | <i>ExpressVote Cards are .12 each and Regular ABS ballots are .32 each. This cost is only incurred when there is an election</i> |
| Pollbook License                                        | Included            | \$717.50           | \$742.61           | \$768.60           | \$795.51           | \$823.35           | \$852.16           | \$881.99           | \$912.86           | \$944.81           |                                                                                                                                  |
| Central Point License                                   | Included            | \$3,875.00         | \$4,010.63         | \$4,151.00         | \$4,296.28         | \$4,446.65         | \$4,602.28         | \$4,763.36         | \$4,930.08         | \$5,102.64         |                                                                                                                                  |
| Pollbook Data Conversion <i>(Per Election)</i>          | \$0.00              | \$1,625.00         | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | \$0.00             | <i>This cost is only incurred when there is an election.</i>                                                                     |
| <b>Total Yearly Cost</b>                                | <b>\$107,953.60</b> | <b>\$18,812.50</b> | <b>\$14,166.56</b> | <b>\$14,662.39</b> | <b>\$15,175.58</b> | <b>\$15,706.72</b> | <b>\$16,256.46</b> | <b>\$16,825.43</b> | <b>\$17,414.32</b> | <b>\$18,023.82</b> |                                                                                                                                  |

Revised January 22nd, 2018 @ 6:24pm



## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 9.A.

**DATE SUBMITTED:** March 23, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Omar Anzaldua, City Engineer

**DEPARTMENT:** Engineering

**DIRECTOR:** Omar Anzaldua

**Agenda Item:** Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Engineering Services for the Jones Box Park Phase II- West Expansion Project.  
Project No. 1718-01-510-IPQ005-001

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:** N/A

**Issue:** The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Engineering Services with R. Gutierrez Engineering Corporation for the for the Jones Box Park Phase II- West Expansion Project.

**Financial Consideration:** Engineering Fee Estimate \$19,956

**Staff Recommendation:** Staff recommends approval and authorization to negotiate and enter into a contract with R.Gutierrez Engineering Corporation for Professional Engineering Services for the Jones Box Park Phase II- West Expansion Project.

**Alternatives:** N/A

---

### ROUTING:

Omar Anzaldua

Created/Initiated - 03/23/2018

Omar Anzaldua

Approved - 03/23/2018

Sandra Zamora

Approved - 03/27/2018

Karla Moya

Approved - 03/28/2018

Patricia Rigney

Approved - 03/28/2018

City Management Office

Final Approval - 03/29/2018



## **Exhibit-A**

### **Scope of Services**

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

The Engineer will provide horizontal, vertical, drainage, and electrical design for a half-mile long walking trail around the west part of Jones Box Park. The trail will be 8-feet in width and will consist of an asphalt surface on a flexible base course. The design will include horizontal design of a slightly meandering path that will be one-half mile in length. The vertical design will consist of swales with gentle slopes on a relatively flat terrain that will mainly be used to direct rainfall runoff away from the walking trail, to existing or proposed drainage structures. Drain inlets will be kept to a minimum. It is expected that no more than four grate inlets will be used and the preference will be to construct these inlets in a location that will allow them to be connected to an existing storm sewer system. Connection of these inlets directly to the existing drain ditch on the south or west side of the park will be done if it is determined that it is more economically feasible.

The project includes the design of lighting for the walking trail and electrical service will be extended from the existing electrical facilities to the east of the proposed walking trail.

The Engineer will provide bidding phase and construction phase services as may be required. The bidding phase services may include conducting a pre-bid conference, tabulating bids and making a recommendation for award. Construction phase services may include review of submittals, review of pay estimates, periodic site observations, final inspection, and preparation of record drawings.

The Engineer will perform the following:

- Analyze the existing terrain and lay out a walking trail on a loop that will be approximately 0.50 miles in length.
- Locate the walking trail in a manner to avoid existing large trees (greater than or equal to 6" caliper trees).
- Create drainage layout showing swales and pipes directing water across walking trail and to proposed drain inlets.
- Create drainage plans showing proposed inlets and pipes connecting to existing storm sewers or adjacent drain ditches.
- Create typical section sheet for proposed walking trail and swales.
- Create details plan sheet showing inlets, pipes under trail, riprap, curbs, etc.
- Utilize the services of an electrical engineer and structural engineer to design lighting for the proposed walking trail.
- Develop set of plans, specifications, and bid documents for the bidding of the project.
- Conduct a pre-bid conference.
- Tabulate bids received and make a recommendation for award to the lowest responsive bidder.
- Address questions, hold Pre-Construction Conference, perform periodic site observations, review submittals and monthly pay apps, perform final inspection and prepare record drawings.

## Exhibit-B Time Schedule

Walking Trail Plans, Specifications, and Bid Documents – 6 Weeks

| Jones Box Park Walking Trail Plans   | Week<br>1 | Week<br>2 | Week<br>3 | Week<br>4 | Week<br>5 | Week<br>6 | Weeks<br>7 - 18 |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------------|
| Horizontal Layout of Walking Trail   |           |           |           |           |           |           |                 |
| Perform Vertical & Drainage Design   |           |           |           |           |           |           |                 |
| Electrical & Structural Design       |           |           |           |           |           |           |                 |
| Prepare Plans, Specs & Bid Documents |           |           |           |           |           |           |                 |
| Bidding & Construction Phases        |           |           |           |           |           |           |                 |

## **Exhibit-C Fee Schedule**

**Payment shall be based on each task completed:**

|                                        |                            |
|----------------------------------------|----------------------------|
| Horizontal Layout of Walking Trail -   | \$ 1,800.00                |
| Perform Vertical & Drainage Design -   | \$ 7,500.00                |
| Electrical & Structural Design -       | \$ 4,500.00                |
| Prepare Plans, Specs & Bid Documents - | \$ 1,650.00                |
| Bidding Phase Services -               | \$ 1,650.00                |
| Construction Phase Services -          | \$ 2,856.00                |
| <b>Total Lump Sum Amount –</b>         | <b><u>\$ 19,956.00</u></b> |



# PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

§

CITY OF PHARR

§

§

COUNTY OF HIDALGO

§

§

This AGREEMENT is between **R. Gutierrez Engineering Corporation.** (hereafter referred to as "ENGINEER"); and **City of Pharr,** (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional services in connection with **Jones Box Park Phase II- West Expansion Project.**, hereinafter referred to as the Project.

Contract ID #: \_\_\_\_\_

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

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, Texas 78577

Project: **Jones Box Park Phase II- West Expansion Project**

Project Location: Pharr, Texas

## Section 1

### General Scope of Services and Project Description

This AGREEMENT is based on providing the following services for the Project as described in Exhibit A-Scope of Services. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

***NOTICE:*** ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.

## **Section 2**

### **Representations and Warranties**

By executing this AGREEMENT the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

## **Section 3**

### **Engineer Insurance and Indemnification**

**3.1** ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Engineer shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Engineer shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.
- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents,

employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.
- (3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
  - (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.



- (c) *Verification of coverage.* Engineer shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

**3.2** The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

**3.3** The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

## **Section 4**

### **Termination**

**4.1** This contract will take effect immediately upon approval of both parties and terminate automatically at the completion of the project in accordance with the time schedule set forth in Exhibit B-Work Schedule or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

**4.2** This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

**4.3** If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

**4.4** As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

**4.5 Pre-Litigation Alternative Dispute Resolution Requirement.** Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

## **Section 5**

### **Professional Services Fee**

**5.1** The fee for providing the Scope of Services as described in **Exhibit C-Fee Estimate**.

**5.2** For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **(\$19,956) Nineteen Thousand Nine Hundred and Fifty Six Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

## **Section 6**

### **Reimbursable Expenses**

**6.1** Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include

postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

**6.2** The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

## **Section 7**

### **Application for Payments (Invoices)**

**7.1** Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

## **Section 8**

### **Qualifications on Obligation to Pay**

**8.1** CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

**8.2** ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

**8.3** Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

**8.4** ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

**8.5** If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

**8.6** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

**8.7** ENGINEER shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

**8.8** ENGINEER acknowledges that ENGINEER's skill and expertise is a material consideration for CLIENT entering into this AGREEMENT. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

## **Section 9**

### **Final Payment**

**9.1** Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.



**9.2 WAIVER.** The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

## **Section 10**

### **Ownership and Reuse of Documents**

**10.1** The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

**10.2** As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

## **Section 11**

### **Other Conditions or Services**

**11.1** Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

**11.2** ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality

and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**11.3** The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

**11.4** The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

**11.5** The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

**11.6** Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or

Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

## **Section 12**

### **Special Provisions**

**12.1** This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

**12.2** If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

**12.3** The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

**AGREED AS TO SUBSTANCE AND FORM**

**R. Gutierrez Engineering Corporation  
130 East Park Avenue  
Pharr, TX 78577  
Ramiro Gutierrez, P.E.**

ENGINEER

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

ENGINEER

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Juan Guerra  
City Manager  
City of Pharr, Texas

SIGNED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 9.B.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Ricardo Pedraza, Public Works Director

**DEPARTMENT:** Public Works

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, rejecting bids for the Supply Contract for the Purchase of Fuel and authorize City Manager to re-advertise.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** The Purchasing Department solicited formal sealed bids for the Public Works Fuel Contract. This project was advertised in our local newspaper, it was posted on our web-site, and a total of (59) electronic solicitation invitations were sent out. After reviewing the two (2) bids received (bid tabulation attached), we believe that the "profit margin" bid is too high. Staff recommends rejection of all bids received and seeks the commissions authorization to re-bid this project.

**Financial Consideration:**

**Staff Recommendation:** Reject All Bids received for Project #1718-01-517-SP001-59 and Re-Bid Public Works Fuel Contract.

**Alternatives:**

---

**ROUTING:**

Ricardo Pedraza

Created/Initiated - 03/26/2018

Sandra Zamora

Approved - 03/26/2018

Patricia Rigney

Approved - 03/26/2018

Karla Moya

Approved - 03/27/2018

City Management Office

Final Approval - 03/29/2018



**MAR. 6, 2018 AT 3:00 P.M.**

**LOCATION: COMMISIONER ROOM-2ND FLOOR**

**PROJECT #1718-01-517-AP001-59 SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF FUEL**

| BIDDERS                         |                                                                                                                                                |      |     |     | GOLD STAR<br>PETROLEUM<br>SPRING, TX | SUN COAST RESOURCES, INC.<br>HOUSTON, TX |                   |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|-----|--------------------------------------|------------------------------------------|-------------------|
| OPIS PUBLICATION                |                                                                                                                                                |      |     |     | 2/16/2018                            | 3/2/2018                                 |                   |
| ITEM                            | DESCRIPTION                                                                                                                                    | TYPE | UOM | QTY | UNIT PRICE                           | UNIT PRICE                               |                   |
| 1                               | ITEM NO. 1 - UNLEADED MID-GRADE<br>GASOLINE: OPIS Average: OPIS Publication pad<br>3, Harlingen area average pricing                           | BASE | EA  | 1   | \$1.8981                             | \$1.8708                                 |                   |
| 2                               | ITEM NO. 1 - UNLEADED MID-GRADE<br>GASOLINE: State Fuel Tax: (Vendor must<br>indicate \$0.20 cents per gallon)                                 | BASE | EA  | 1   | \$0.2000                             | \$0.2000                                 |                   |
| 3                               | ITEM NO. 1 - UNLEADED MID-GRADE<br>GASOLINE: Profit Margin:                                                                                    | BASE | EA  | 1   | \$0.0665                             | \$0.3525                                 | >4000<br>\$0.1762 |
| 4                               | ITEM NO. 1 - UNLEADED MID-GRADE<br>GASOLINE: Loading/Delivery Fee: < 4,000<br>gallons                                                          | BASE | EA  | 1   | 0.0030                               | \$0.0048                                 |                   |
| PRICE PER GALLON < 4,000 GALLON |                                                                                                                                                |      |     |     | HC \$2.1676<br>\$2.1646              | \$2.4281                                 |                   |
| 5                               | ITEM NO. 1 - UNLEADED MID-GRADE<br>GASOLINE: Loading/Delivery Fee: > 4,000<br>gallons                                                          | BASE | EA  | 1   | 0.0030                               | \$0.0053                                 |                   |
| PRICE PER GALLON > 4,000 GALLON |                                                                                                                                                |      |     |     | HC \$2.1676<br>\$2.1646              | HC \$2.2996<br>\$2.2523                  |                   |
| 6                               | ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW<br>SULFUR): OPIS Average: OPIS Publication pad 3,<br>Harlingen area average pricing                       | BASE | EA  | 1   | \$1.9972                             | \$1.9148                                 |                   |
| 7                               | ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW<br>SULFUR): State Fuel Tax: (Vendor must indicate<br>\$0.20 cents per gallon DECREASED TO \$0.19<br>Cents | BASE | EA  | 1   | \$0.2000                             | \$0.2000                                 |                   |
| 8                               | ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW<br>SULFUR): Profit Margin:                                                                                | BASE | EA  | 1   | \$0.0420                             | \$0.3525                                 | >4000<br>\$0.1762 |
| 9                               | ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW<br>SULFUR): Loading/Delivery Fee: < 4,000 gallons                                                         | BASE | EA  | 1   | \$0.0031                             | \$0.0048                                 |                   |
| PRICE PER GALLON < 4,000 GALLON |                                                                                                                                                |      |     |     | \$2.2423                             | \$2.4673                                 |                   |
| 10                              | ITEM NO. 2 - NO. 2 DIESEL (ULTRA-LOW<br>SULFUR): Loading/Delivery Fee: >4,000 gallons                                                          | BASE | EA  | 1   | \$0.0031                             | \$0.0526                                 |                   |
| PRICE PER GALLON > 4,000 GALLON |                                                                                                                                                |      |     |     | \$2.2423                             | \$2.3436                                 |                   |



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 9.C.

**DATE SUBMITTED:** March 27, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Edward Wylie

**Agenda Item:** Consideration and action, if any, on Interlocal Agreement with Hidalgo County for the construction, maintenance and operation of a lift station that is in conflict with the Hidalgo County Linear Park Project through the City of Pharr.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Hidalgo County has approved an interlocal with the City of Pharr for the construction, maintenance and operation of a sanitary sewer lift station. The lift station is needed due to conflicts water and sewer conflicts with the Regional Linear Park Project. Precinct 2 will reimburse the City of Pharr for all expenses.

**Financial Consideration:**

**Staff Recommendation:** Staff recommends approval

**Alternatives:**

---

### **ROUTING:**

Imelda Barrera

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 03/27/2018

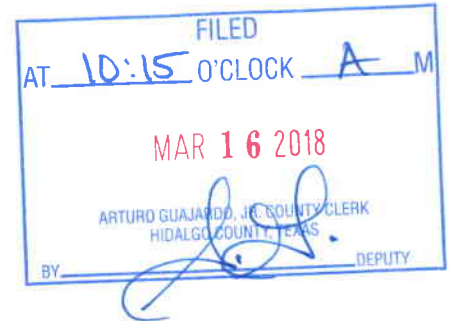
Approved - 03/27/2018

Approved - 03/28/2018

Final Approval - 03/29/2018

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§  
§



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF PHARR, TEXAS AND  
THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the 6<sup>th</sup> day of March, 2018, by and between the **CITY OF PHARR, TEXAS**, hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, On October 24, 2017, the City approved an Interlocal Cooperation Agreement with the County for a linear park;

**WHEREAS**, pursuant to said Interlocal Cooperation Agreement, County is in the process of constructing a linear park, a part of which is located in the City (the "Park");

**WHEREAS**, the City has raised concerns over several aspects of the Park construction and expressed the need for tunnels to ensure pedestrian safety while crossing non-signalized intersections;

**WHEREAS**, County has requested assistance in the relocation of City water and sewer appurtenances to accommodate the Park;

**WHEREAS**, the City has adopted water and wastewater master plans and has identified a need for efficiency in operations of its water and wastewater systems by the elimination of lift stations and replacing them with gravity flow sewer lines;

**WHEREAS**, following those adopted master plans will lead to sustainability in the water and wastewater systems by making them as cost effective and maintenance free as possible;

**WHEREAS**, the necessary South Veterans Road Tunnel for the Park will conflict with a sewer forcemain, sewer gravity flow sewer line and water line that is currently within City of Pharr Right of Way;

**WHEREAS**, as a result of this conflict there are no suitable alternatives to keep the gravity flow sewer line in service and will need to be replaced by a lift station system which will be directly against the City of Pharr Master Wastewater Plan;

**WHEREAS**, these conflicts will require the City's taxpayers to allocate money to engineer, construct, and maintain a system to accommodate the Park;



**WHEREAS**, the estimated costs to the City's taxpayers to accommodate the Park is as follows:

|                               |                     |
|-------------------------------|---------------------|
| • Engineering                 | \$ 34,000.00        |
| • Geotechnical boring         | \$ 2,000.00         |
| • Mobilization/Demobilization | \$ 5,000.00         |
| • Waterline Relocation        | \$ 15,000.00        |
| • Forcemain Relocation        | \$ 75,000.00        |
| • Lift Station                | \$ 250,000.00       |
| • Contingency                 | <u>\$ 34,500.00</u> |

Total Construction & Engineering \$ 415,500.00

Estimated Operation and Maintenance (O&M)

|               |                    |
|---------------|--------------------|
| • Electricity | \$ 1,500.00        |
| • Labor       | \$ 7,000.00        |
| • Materials   | <u>\$ 3,000.00</u> |

Total Yearly O&M \$11,500.00

**NOW, THEREFORE**, City and County in consideration of the mutual covenants expressed above, agree between each other as follows:

**1. The County agrees to:**

- a. Reimburse the City the actual costs for the Total Construction & Engineering (estimated to be approximately \$415,000) to accommodate the Park. Actual costs will be identified by invoice to the County; OR
- b. Contribute materials (Project and material to be approved by the City) equal to the value of the Total Cost of Construction & Engineering currently estimated to be approximately \$415,000 (per unit values shall be the prevailing values of TXDOT); and
- c. Pay or reimburse the City the annual Operation and Maintenance of the new lift station for the life of the lift station on a yearly basis; and
- d. All payments or reimbursements shall be made within 30 days of the submittal of final invoice from the City.

**2. The City agrees to:**

- a. Construct, test and bring online a new lift station with a new forcemain to accommodate the tunnel location; and
- b. Relocate the sewer forcemain and water line, test and bring it back in service.

**3. To the extent allowed by law, County shall defend and indemnify and hold harmless the City and its directors, officers, employees, agents, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of this Interlocal or the Park Project.**

**4. City, pursuant to Tex. Tans. Code § 251.012, authorizes County to perform the work described herein.**

**5. Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the

commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
8. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
9. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Pharr:                      City of Pharr  
                                         Attention: Mayor Ambrosio "Amos" Hernandez  
                                         P. O. Box 1729  
                                         Pharr, TX 78577-1632

If to County:                      County of Hidalgo  
                                         Attention: County Judge Ramon Garcia  
                                         100 E. Cano, 2 Floor  
                                         Edinburg, Texas 78539

With copy to:                      Commissioner, Precinct 2  
                                         Eduardo "Eddie" Cantu  
                                         300 West Hall Acres, Suite G  
                                         Pharr, Texas 78577

10. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.
11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
18. **Commitment of Current Revenues** Only in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the **parties** hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
19. **No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.

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

**THE CITY OF PHARR**

**ATTEST:**

Ambrosio "Amos" Hernandez, Mayor

City Secretary

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



**COUNTY OF HIDALGO**

Ramon Garcia  
Ramon Garcia, County Judge Garcia

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7/6/18 gub

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By:   
Stephen L. Crain





## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 9.D.

**DATE SUBMITTED:** March  
27, 2018

**MEETING DATE:** April 2,  
2018

**FROM:** Daniel Ramirez, Communications  
Director/Deputy EMC

**DEPARTMENT:** Communicati  
ons

**DIRECTOR:**

**Agenda Item:** Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with the City of Alton for receiving and dispatching of Police, Fire and EMS.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** As we continue to work towards the goal of full fledged regional communications center, we have been in talks with the City of Alton to become their communications center. Beginning with Fire then integrating the rest as we build our center

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

**ROUTING:**

Daniel Ramirez  
Patricia Rigney  
City Management Office

Created/Initiated - 03/27/2018  
Approved - 03/27/2018  
Final Approval - 03/29/2018

**INTERLOCAL AGREEMENT  
FIRE / EMS DISPATCH  
SERVICE**

**STATE OF TEXAS**  
**COUNTY OF HIDALGO**

§  
§

This Agreement made and entered into by and between the **CITY OF ALTON**, a home rule municipality (hereinafter sometimes referred to as "Alton") and the **CITY OF PHARR**, a home rule municipality (hereinafter sometimes referred to as "Pharr"), both situated in Hidalgo County, Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

City of Alton  
Jorge Arcaute  
City Manager  
509 S. Alton Blvd.  
Alton, TX 78573

City of Pharr  
Juan Guerra  
City Manager  
118 S. Cage Boulevard  
Pharr, Texas 78577

**WITNESSETH:**

WHEREAS, the City of Pharr maintains a full-time staff to dispatch fire alarms, ems, and related incidents; and

WHEREAS, City of Alton desires to utilize the City of Pharr's staff to dispatch fire alarms, ems and related incidents, and

WHEREAS, City of Pharr is able to accommodate this request for fire/ems dispatching services and is willing to cooperate with the City of Alton to effect these services for said purposes; and

WHEREAS, the City of Pharr's recurring costs for dispatching services include salaries, fringe benefits, software maintenance fees, communication lines, utilities, facility maintenance and infrastructure up-grades as required; and

WHEREAS, the City of Pharr is hereby furnishing a service related to homeland security activities under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the City of Pharr and the City of Alton are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.00 I, et seq.

NOW, THEREFORE, the City of Pharr and the City of Alton hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

## TABLE OF CONTENTS

|      |                                             |   |
|------|---------------------------------------------|---|
| I.   | DEFINITIONS .....                           | 4 |
| II.  | DUTIES OF CITY OF PHARR.....                | 4 |
| A.   | In General.....                             | 4 |
| B.   | Dispatching .....                           | 4 |
| C.   | Other Services.....                         | 4 |
| D.   | Dispatch Staffing.....                      | 5 |
| E.   | Call-Taking Services.....                   | 5 |
| F.   | Equipment and Facility Maintenance.....     | 5 |
| G.   | Dispatch Policy Committee.....              | 5 |
| H.   | Audit Clause.....                           | 5 |
| I.   | Public Information Requests.....            | 5 |
| III. | DUTIES OF CITY OF ALTON .....               | 5 |
| A.   | Dispatching.....                            | 5 |
| B.   | Reimbursement for Dispatching Services..... | 5 |
| C.   | Capital Improvements.....                   | 6 |
| D.   | Breach.....                                 | 6 |
| IV.  | TERM AND TERMINATION .....                  | 6 |
| V.   | MISCELLANEOUS .....                         | 7 |
| A.   | Release.....                                | 7 |
| B.   | Force Majeure.....                          | 7 |
| C.   | Entire Agreement.....                       | 7 |
| D.   | Applicable Laws.....                        | 8 |
| E.   | Assignment.....                             | 8 |
| F.   | Parties in Interest.....                    | 8 |

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

## **I. DEFINITIONS**

As used in this agreement, the following terms shall have the meanings set out below:

"Fire/EMS Dispatch Service" or "Dispatch" means receiving a request for emergency service for a fire alarm, ems, rescue or other related incident via a 911 system, phone line, radio or other applicable form of notification and dispatching the appropriate fire units to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

"Fire/EMS Dispatch Center" means the physical site where staff and equipment are located to effect, track and document the response of appropriate emergency resources.

"Fire Unit" means Engine Company, Rescue Company, Truck Company, Ladder Company, Tenders, Brush Truck, Command Vehicle, Support Unit or any other apparatus, equipment or resource utilized for the mitigation of emergency incidents.

"EMS Unit" means ambulance, (Type I, Type II, or Type III), that is licensed by the Texas Department of State Health Service and used to respond to and transport patients that request for Emergency Medical Services via the 9-1-1 system, phone line or radio.

## **II. DUTIES OF CITY OF PHARR**

### **A. In General**

During the Contract Term, City of Pharr shall provide dispatch services to Alton for fire alarms, EMS requests, rescue calls, hazardous material incidents, medical alarms, mutual aid requests, or any other related type of incident to mitigate hazards that are immediately dangerous to life and health or may cause damage to property.

### **B. Dispatching**

The City of Pharr shall receive requests for emergency services at a centralized dispatch center via a 911 system, phone line, radio or other applicable form of notification. The City of Pharr shall dispatch the appropriate Alton fire units by radio, log all appropriate information, and fill requests issued by the Incident Commander responsible for managing the emergency. All policies, standard operating procedures, standard operating guides and performance measures for operating the dispatch center will be established and approved by the City of Pharr.

Additionally, when it becomes available, the dispatching will include the simultaneous dispatch of fire and EMS units and or each discipline as a stand-alone response.

### **C. Other Services**

The City of Pharr will log the availability of Alton fire units for fire alarm response. Additionally, from time to time, the City of Pharr will process requests to test alarm notification and indications from third party service providers for automatic fire alarm systems.



D. Dispatch Staffing

The City of Pharr will maintain sole responsibility for staffing the fire dispatch center. The responsibility includes hiring, terminating, scheduling and any personnel action necessary to maintain an effective and efficient dispatch center.

E. Call-Taking Services

The City of Pharr will in the near future begin to take calls using Emergency Fire Dispatch (EFD), Emergency Medical Dispatch (EMD), and Emergency Police Dispatch (EPD). When this occurs the Fire/EMS Dispatch Center would like to take in and dispatch all Fire and EMS calls in an effort to provide the best response to the Citizens of Alton

F. Equipment and Facility Maintenance

The City of Pharr will maintain responsibility for maintenance of the fire dispatch center facility and any related equipment or appurtenances.

G. Dispatch Policy

The City of Pharr will establish and approve policies, standard operating procedures, standard operating guides and performance measures for the operation of the dispatch center.

H. Audit Clause

The City of Pharr will allow Alton access to any electronic files, books, documents, papers and records that relate to this agreement for the purpose of making an audit of the fire dispatch center operations and maintenance.

I. Public Information Requests

The City of Pharr will process requests for public information as they relate to the fire dispatch center in accordance to applicable laws and local policies.

### **III. DUTIES OF CITY OF ALTON**

#### **A. Dispatching**

The City of Alton will ensure that all requests for emergency services for fire, EMS, rescue, hazardous materials, medical alarms or other related incidents are properly forwarded by the Hidalgo County Sheriff's Office, Texas Department of Public Safety or EMS provider of record to the fire dispatch center in accordance with standards established by the City of Pharr. Additionally, Alton fire units will be responsible for advising the fire dispatch of response availability.

#### **B. Reimbursement for Fire Dispatching Services**

The City of Alton will reimburse the City of Pharr for the fire dispatching services based on a flat rate of \$113.96 per active radio per month. In the event that additional radios are provided to the City of Alton, the City of Pharr reserves the right to increase the flat rate in proportion to the number of additional radios.

The City of Pharr reserves the right to increase the flat rate based on the fire dispatch center actual Operating and Maintenance (O&M) cost incurred by the City of Pharr. The fire dispatch actual O&M cost shall include salaries, fringe benefits, hardware/software maintenance fees, communication line costs, facility maintenance and utilities. . Any incidental costs will need to be agreed to by the City of Alton.

The City of Alton shall reimburse the City of Pharr on a monthly basis for performance periods beginning in April 2018. The City of Pharr will invoice the City of Alton at the end of each month by regular mail, electronic mail or facsimile. Payments will be made in full by Alton for each monthly performance period within thirty (30) days after being invoiced.

#### **C. Capital Improvements**

The City of Alton may participate with any capital improvements to the fire dispatch center with approval from the Alton Board of Commissioners. Capital improvements may include items such as hardware, software, equipment and facility infrastructure improvements.

#### **D. Breach**

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the City of Pharr. If the City of Alton commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to the City of Alton that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the monthly reimbursement can only be cured by paying that monthly reimbursement due. If the City of Alton does not cure that breach within thirty (30) days of receiving the written notice of breach, the City of Alton is in default and the Governing Board shall deliver a written notice of default to the City of Alton that specifies the following:

1. The nature of the default,
2. The date of the notice of breach,
3. The failure of the City of Alton to cure timely, and
4. The City of Alton's interest in the Fire Dispatch Center is terminated on the effective date

stated in the notice if the termination is approved by the Governing Board.

If the City of Alton fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the City of Pharr has given the City of Alton written notice of such failure, then the City of Alton is in default under this Agreement. In the event of the City of Alton's default, the City of Pharr has the right to terminate the Agreement, deny the City of Alton any services provided by the City of Pharr under this Agreement, and retain all moneys paid to the City of Pharr pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the City of Pharr and City of Alton are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the City of Pharr fail to perform to the standards established by policy, then the City of Alton's sole remedy is termination of this Agreement. The City of Pharr further agrees to make a refund to the City of Alton for the portion of any capital improvements paid to Pharr by Alton within the preceding twelve (12) months from the notice of termination by Alton as liquidated damages.

If either party is in default of this agreement within the first twelve (12) months of the initial contract period, no liquidated damages will be due.

#### **IV. TERM AND TERMINATION**

The first full Contract Term shall be one (1) year from the date April 1, 2018. This Contract will automatically renew for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than ~~thirty~~<sup>thirty</sup> (30) days prior to the expiration of the

Contract Term. If neither party is in default during the renewal period and a party chooses to exercise the thirty (30) day notice to terminate the agreement, then no liquidated damages will be due. Notwithstanding the preceding provisions, the Contract Term will also end:

- Upon Alton giving Pharr less than thirty (30) days prior notice of its intent to terminate, Alton will reimburse Pharr for ninety (90) days of service after notice based on the reimbursement formula stated in section III-B for the cost incurred during the month prior to termination.
- Upon expiration of the ninth (9<sup>th</sup>) automatic renewal period.

## **V. MISCELLANEOUS**

### **A. Release**

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, THE CITY OF ALTON, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY OF PHARR, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF CITY OF PHARR FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE SERVICES PERFORMED UNDER THIS CONTRACT.

### **B. Force Majeure**

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other incapacities of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party's giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

### **C. Entire Agreement**

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.



D. Applicable Laws

This Contract is subject to all laws of the State of Texas, the City Charters and Ordinances of the City Pharr, the City Charters and Ordinances of the City of Alton, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

E. Enforcement

The City of Pharr's City Manager or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without ~~the~~ further authorization.

F. Assignment

The City of Alton shall not assign this Contract ~~at law or otherwise~~ without the prior written consent of the City of Pharr.

G. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City of Pharr and City of Alton only.

DRAFT



## AGENDA MEMORANDUM

**BOARD:** City Commission

**AGENDA ITEM #:** 9.E.

**DATE SUBMITTED:** March 29, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Imelda Barrera, Assistant City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:** Edward Wylie

**Agenda Item:** Consideration and action, if any, on Energy Savings Performance Investment Grade Audit for Water and Wastewater Treatment Plant.

**Classification:** Regular

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Scheider Electric has been authorized and completed an overview of the water and sewer plant operations. They have identified several areas of improvement. The next step is to do an investment grade audit of the that will determine the exact scope of work for improvement upgrades, identify guaranteed savings, identify energy conservation measures and a project price and budget for a comprehensive improvement program.

**Financial Consideration:** If the audit reveals positive solution and savings that are equal or exceed the improvements (budget neutral), and we implement the improvement program, then the City pays nothing.

If the audit reveals positive solutions and savings that are equal or exceed the improvements (budget neutral), and we DO NOT implement the improvement program, then agrees to pay \$175,000 for services rendered.

**Staff Recommendation:** Staff is recommending approval

**Alternatives:**

---

### ROUTING:

Imelda Barrera  
Patricia Rigney  
Karla Moya  
City Management Office

Created/Initiated - 03/29/2018  
Approved - 03/29/2018  
New -





March 8, 2018



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

**Re: WTP & WWTP - Comprehensive Energy Conservation Project**

Dear: Mr. Guerra,

Schneider Electric is pleased to submit this proposal for your review and acceptance for Energy Professional Services.

Schneider Electric is an approved vendor through **The Interlocal Purchasing System for "Energy Savings Performance Contracts"** contract **#170103** whom the City of Pharr is a member of and would contract to perform the scope of work below.

This proposal and detailed services are being offered through the City of Pharr's membership with Region 8, The Interlocal Purchasing System. By utilizing the TIPS membership, Pharr will automatically be dealing with a qualified, professional contractor that has met the strict bid requirements for Texas. This results in savings to the City of Pharr by reducing the time and expense for the bid process and will allow the work to be performed in a timelier manner.

**Scope of Work**

**See Attached Investment Grade Audit agreement and scope of work**

We appreciate the opportunity to provide the attached proposal and look forward to your favorable response. If you should have any questions or require additional information please do not hesitate to contact me at your convince.

Sincerely,

*Aaron Garcia*

Aaron Garcia  
Sr. Account Executive

**TIPS PO Process:**

- Create a purchase order clearly identifying the purchase order as a TIPS purchase and including the TIPS contract number. (Contract **#170103**)
- Email the completed purchase order to: [TIPSPO@tips-usa.com](mailto:TIPSPO@tips-usa.com) and attach the PO as a PDF. (TIPS will process the purchase order and forward it to the appropriate vendor and the sender of the PO email will receive an authorization letter that validates the purchase.)

**Schneider Electric | Buildings Business**  
502 E Expressway 83, Suite 1  
Weslaco, TX 78596 USA  
Tel. +1 956 534 7783  
[www.schneider-electric.com/buildings](http://www.schneider-electric.com/buildings)



## Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement"), dated \_\_\_\_\_ ("Effective Date") is entered into by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Pharr ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures ("ECMs"), and project price for a comprehensive improvement program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions:

### Section A – General Terms and Conditions

### Section B – Audit Services

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

**City of Pharr**

**Schneider Electric Buildings Americas, Inc.**

By

\_\_\_\_\_  
(Signature)

By

\_\_\_\_\_  
(Signature)

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

## **Section A: General Terms and Conditions**

### **1. Entire Agreement**

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

### **2. Additional Services**

Customer may request additional services, whereby ESCO's compensation and scope of services shall be adjusted accordingly. Any such modifications shall be negotiated in good faith and authorized via a written amendment to this Agreement signed by Customer and ESCO. Any such amendment must be properly executed by Customer and ESCO prior to any changes being implemented by ESCO. Upon execution of the amendment by Customer and ESCO, such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

### **3. Confidentiality**

Neither party shall disclose to others any Confidential Information. "Confidential Information" shall mean all information or material, whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a party to this Agreement, or any of their respective interest holders, unless such information: (i) was already rightfully known and in possession of the receiving party at the time of disclosure by the disclosing party; or (ii) is in or has or will be entered into the public domain through no breach of this Agreement or other wrongful act of the receiving party; or (iii) has been rightfully received by the receiving party from a third party who is not known by the receiving party to be under obligation of confidentiality to disclosing party and without breach of this Agreement; or (iv) is independently developed by receiving party without reference to the Confidential Information; or (v) is approved for release by written authorization from the disclosing party. This confidentiality obligation shall terminate two (2) years from the date of this Agreement.

### **4. Insurance**

ESCO and Customer shall each maintain insurance coverage, including without limitation, workers' compensation and employer's liability at statutory limits and commercial general liability insurance covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the facilities are located and the services are being performed with an A.M. Best's rating of at least A- VII.

### **5. Governing Law**

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state in which the facilities are located, without regard to its choice of law provisions.

### **6. Ownership of Work Products**

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.



Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO as referenced in this Section A:3.

## **Section B: Audit Services**

### **Customer agrees to provide the following:**

- A. Complete access to Customer's facilities for ESCO to perform the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.;
- B. Access to key personnel to discuss operating requirements; and
- C. The loan of building plans for the purpose of facilitating understanding of the facility characteristics and the current sequences of operation.

### **ESCO will provide Customer with the following:**

- A. A list of energy conservation measures planned for each facility;
- B. A description of how the energy conservation measures would interact with the existing equipment in the facilities;
- C. Financial analysis of the effect on annual cash flow by the energy conservation measures;
- D. Guaranteed energy services contract for the facilities;
- E. Utility analysis demonstrating effect of installed energy conservation measures;
- F. Performance Assurance Support Services (PASS) Plan for the facilities; and
- G. Project pricing for a turnkey installation of the proposed project scope that shall be firm for sixty (60) days.

**Customer is under no payment obligation under this Agreement, provided at least one of the following conditions is met:**

- A. Customer executes a guaranteed performance-based building improvement program with ESCO within thirty (30) days after receiving the Investment Grade Audit Report;
- B. ESCO is unable to guarantee annual energy cost savings that meet or exceed the annual cost of the proposed performance-based building improvement program over a term not to exceed 20 years

If none of the above conditions are met, Customer agrees to pay ESCO \$175,000 for the Investment Grade Audit service within thirty (30) days after receiving the Investment Grade Audit documents.





Pharr.LIFE

## Future



## Mission Critical

- Water
- Wastewater

## Goals

- Upgrade City Image
- Optimized Land Use
- Economic Development
- Mass Transportation
- Strategic Annexation
- Accessibility

### Pharr Wastewater Treatment Utility Facts

3 - Wastewater Plants  
Total Capacity : 8 MGD (2 – 3 – 3)

Capacity : 8.0 MGD

Average Daily Flow : 4.9 MGD (61%)  
Peak Flow : 22.5 MGD

2 - Oxidation Ditch Process  
1 - Biological Nutrient Removal Process

#### Plant Operations Issues

Headworks  
Ragging  
Backup Power  
SCADA  
MCC  
Dewatering  
Inefficient aeration  
Biosolids Management  
Long term capacity



Wastewater Plant



Water Plant

### Pharr Water Treatment Utility Facts

2- Water Plants  
Total Capacity : 17.5 MGD (10 – 7.5)

Capacity : 17.5 MGD

Average Daily Flow : 11.5 MGD (66%)  
Peak Flow : 19.0 MGD

Surface Water Treatment  
Multi Media Filtration

#### Plant Operations Issues

Maximum Available Capacity – 11.5 MGD  
New Plant Filter Constraints  
Solids Management  
Near/long term capacity

| Observation | Status                                                                                                                                                                                                          |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Current     | <ul style="list-style-type: none"><li>• Current capacity limited to 11.5 MGD</li><li>• Solids contact clarifier design issues</li><li>• Sludge management</li></ul>                                             |
| Future      | <ul style="list-style-type: none"><li>• Raw Water Supply – Surface water/Ground water</li><li>• New Plant strategies</li><li>• Planning and implementation</li><li>• Rate structure impact evaluation</li></ul> |

| Observation  | Status                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Current      | <ul style="list-style-type: none"> <li>• Headworks</li> <li>• MCC – electrical upgrade</li> <li>• SCADA</li> <li>• UV backup generator</li> <li>• Energy efficiency</li> <li>• Inefficient aeration</li> <li>• Biosolids management and disposal</li> </ul> <p> <span style="font-size: 2em; vertical-align: middle;">}</span> CIP<br/> <span style="font-size: 2em; vertical-align: middle;">}</span> Texas 302         </p> |
| Future Needs | <ul style="list-style-type: none"> <li>• Capacity expansion</li> <li>• Process optimization</li> <li>• Operational efficiency</li> <li>• Rate structure impact evaluation</li> </ul>                                                                                                                                                                                                                                          |





## Recommendations

Pharr.LIFE

|                                  |                                                              |
|----------------------------------|--------------------------------------------------------------|
| Long Term Planning               | Strategy development                                         |
| Plants                           | Updating and process optimization                            |
| Corrective Measures              | CIP implementation - wastewater<br>Clarifier Upgrade - water |
| Energy Efficiency                | Both plants                                                  |
| Capacity Expansion -<br>75% Rule | Wastewater<br>Water – more immediate                         |
| Water                            | Water rights/groundwater<br>Expansion strategies             |
| Planning Threshold               | Lead Time – 3 to 5 Years                                     |
| Financial                        | Funding options – Texas Code 302                             |

Life Is On

Schneider  
Electric



## Outcomes



### Wastewater

2 MGD - Oxidation ditch upgrade (capacity increase – 2MGD)

3 MGD – Oxidation ditch standby mode

BNR aeration upgrade

Automation & controls

Post aeration reconfiguration

Aerobic digester upgrade

Implementation of CIP

### Water

Solids contact clarifier upgrade

Plantwide electrical switchgear upgrade

Optimized high service pumping

Implementation of CIP

Capacity expansion

### Wins

#### Wastewater

- Energy footprint reduction – 35 -50%
- Capacity expansion – 2.0 MGD
- Operations Flexibility
- Leverage savings to offset capital needs – Texas 302

#### Water

- Regain full treatment capacity – 17.5 MGD
- Initiate expansion planning strategies



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 10.A.

**DATE SUBMITTED:** March 26, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Patricia Rigney, City Attorney

**DEPARTMENT:** Legal

**DIRECTOR:**

**Agenda Item:** Consultation with attorney concerning pending litigation of Rogelio Soto Garcia v. City of Pharr, C-5483-17-C.

**Classification:** Closed Session

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

**Exclude Material from Public Packet?** No

**Reason:**

**Issue:** Item will be discussed in executive session

**Financial Consideration:**

**Staff Recommendation:**

**Alternatives:**

---

**ROUTING:**

Patricia Rigney  
City Management Office

Created/Initiated - 03/26/2018  
Final Approval - 03/29/2018



## **AGENDA MEMORANDUM**

**BOARD:** City Commission

**AGENDA ITEM #:** 10.B.

**DATE SUBMITTED:** March 28, 2018

**MEETING DATE:** April 2, 2018

**FROM:** Hilda Pedraza, City Clerk

**DEPARTMENT:** Administration

**DIRECTOR:**

**Agenda Item:** Consultation with legal on D&M Ventures LLC v. City of Pharr C-3205-16-E.

**Classification:** Closed Session

(\* 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 - 03/28/2018  
Approved - 03/28/2018  
Final Approval - 03/29/2018