



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, APRIL 16, 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. PUBLIC COMMENTS/PUBLIC HEARINGS:

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

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

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

A) Submission of April 2018 Sales Tax Report.

B) Submission of March 2018 Tax Collection Report.

C) City Events of Interest.

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

A) Approval of Minutes for April 2, 2018 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action on renewal of Bi-Annual Weight Enforcement Memorandum of Understanding with the Texas Department of Public Safety (DPS). (POLICE)

C) Consideration and action on contract with The LAMAR Companies for Billboard Advertising/Rental Services (Project No. 1718-70-510-IPQ007-001). (BRIDGE)

D) Consideration and action, if any, on Personal Services Proposal from Erika Sciaraffa, Business Consultant, to enhance the experience of new employees during the onboarding and orientation process. (HR)

E) Consideration and action on request from Hidalgo County Elections Department to use the Pharr Memorial Library as polling location for the upcoming Primary Runoff Election on May 14-18, 2018 and May 22, 2018 and the General Election on October 22, 2018 to November 2, 2018 and November 6, 2018. (ADMINISTRATION)

F) Consideration and action on request from Valley Initiative for Development and Advancement (V.I.D.A) for the usage of the Development Research Center Meeting Room on Saturday, May 12, 2018 to host an orientation event. (PARKS)

G) Consideration and action on request from PSJA ISD to waive rental fees of the Pharr Events Center on Monday, April 30, 2018 for the Tri-City Honor Choir Concert from 8:30 am - 9:00 pm. (EVENTS CENTER)

H) Consideration and action on street closure for the 2018 Shattered Dreams presentation at Buell Central High School. (POLICE)

I) Consideration and action on Development Services Cases:

1. Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83. **CUP#100103**

AGENDA REGULAR MEETING

April 16, 2018

2. Sandra L. Gomez, d/b/a Desperados Saloon II, 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 Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5826 South Cage Boulevard. **CUP#160208**

3. Sebastian A. Sobczak, dba La Ofrenda, LLC, 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 Limited Industrial District (L-I). The property is legally described as Lot A, Re-Plat of Lots 9 & 10, Steel Horse Industrial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5704 North Gumwood. **CUP#130109**

4. Lady B. Segundo, d/b/a The Alley Cabana Bar & Grill, has filed with the Planning and Zoning Commission a request for 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 4 & 5, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5808 South Cage Boulevard. **CUP#180210**

PLATS:

1. CDSmuery Engineers, representing, Todd Ireland, Real Estate Management Manager for AEP Texas central company is requesting preliminary plat approval of the proposed AEP North Pharr Subdivision. The property is legally described as being a 20.836 acre tract of land lying in Porcion 69, Juan Jose Hinojosa Survey, Abstract 40, same being a portion of Lot 93, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 200 block of E. Minnesota Road. **SUB#180105**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance relating to On-Site Queuing Requirements. **(1st Reading)** (DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Ordinance amending Ordinance No.O-2016-39 (Purchasing Manual). **(1st Reading)** (PURCHASING)

C) Consideration and action, if any, on Resolution concerning AEP Distribution Cost Recover Factors (DCRF) application to increase distribution rates. (ADMINISTRATION)

D) Consideration and action, if any, on Resolution declaring computer equipment as surplus to be donated to PEDC. (INNOVATION & TECHNOLOGY)

E) Consideration and action, if any, on Resolution appointing one (1) member to an unexpired term on the Parks and Recreation Advisory Board. (PARKS)

6. ADMINISTRATIVE:

A) Presentation of the 2018 City of Pharr Performance Review Survey. (HR)

B) Presentation of Election Equipment by Election Systems & Software (ES&S). (ADMINISTRATION)

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 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). **(TABLED)** (ENGINEERING)

D) 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). **(TABLED)** (ENGINEERING)

E) Consideration and action, if any, on selecting a Design-Build Team for the Design and Construction of a Skate Park at Victor Garcia Park based on the Statement of Qualifications (Project No. 1718-40-510-S003-020). (ENGINEERING)

F) Consideration and action, if any, on Change Order No. 1 and Final Reconciliation of Quantities for the Civic Center Asbestos Abatement Project (TIPS Account No. 161201) (Project No. 1718-39-10-C001-001). (ENGINEERING)

G) Consideration and action, if any, on Change Order No. 1 and Final Acceptance of the Waste Water Treatment Plant Clarifier No. 2 Rehabilitation Project (Bid Number 1516-02-582-0037). (ENGINEERING)

H) Consideration and action, if any, on acceptance of the City of Pharr Lift Station No. 25 and 16-inch Forcemain Project (Bid Number 1516-02-582-0028). (ENGINEERING)

7. PURCHASING:

A) Consideration and action, if any, on the purchase of real property legally described as Pharr Original Townsite Lots 11-16, Block 50, Pharr, Hidalgo County, Texas. (DEVELOPMENT SERVICES)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into a Subscription based Service Contract for the use of Procurement Software (Project No. 1718-01-513-IPQ006-003). (PURCHASING)

B) Consideration and action, if any, authorizing City Manager to enter into a contract with SmartCom Solution for internet services at the Pharr Memorial Library and Development and Research Center. (LIBRARY)

C) Consideration and action, if any, on Project Auto. (PEDC II)

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

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

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

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

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

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

AGENDA REGULAR MEETING

April 16, 2018

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

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

11. ADJOURNMENT:

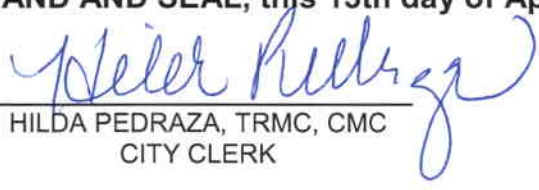
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 13th day of April, 2018 at 3:30 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 13th day of April, 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: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 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 - 04/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 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 - 04/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of April 2018 Sales Tax Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: TRUE SALES TAX GROWTH

The sales tax activity for the city of Pharr as of the month of April 2018 (7th month of City's Fiscal Year but February's Sales Activity) has shown an OVERALL POSITIVE trend in the amount of \$671,837 from this point last year, or an INCREASE of 6.99%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 9.29% compared to last February collections, the City ranked No. 3 this month compared to 9 other cities in the Valley in sales collections compared to last period.

GAAP BASIS

This is the 5th month (Month of Actual Sales) of the fiscal year 2017/2018; to date we are UP 7.82% which equate to \$534,397 from this point of the fiscal year compared to last year.

Please feel free to contact me should the need arise, I am at extension 1907.

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 04/11/2018

Karla Moya

Approved - 04/12/2018

Patricia Rigney

Approved - 04/12/2018

City Management Office

Final Approval - 04/13/2018

City of Pharr								
Sales Total Tax Analysis (2%) - Cash Basis								
								Difference
	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 17/18 - FY 16/17
MONTH								
OCT.	\$ 954,528	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,625,313	\$ 1,317,281	\$ 1,374,342	\$ 57,062
NOV.	1,025,682	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436	1,537,813	80,377
DEC.	914,194	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834	1,363,639	(16,195)
JAN.	929,064	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066	1,502,050	184,984
FEB.	1,214,454	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000	1,712,515	142,516
MAR.	959,178	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217	1,405,923	105,706
APR.	979,239	1,033,280	1,120,837	1,195,832	1,385,017	1,263,946	1,381,333	117,387
MAY	1,250,746	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947		
JUN.	1,098,232	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312		
JUL.	1,142,386	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878		
AUG.	1,226,816	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105		
SEP.	1,131,188	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050		
TOTAL	\$ 12,825,707	\$ 13,024,633	\$ 14,268,899	\$ 15,765,800	\$ 16,998,987	\$ 16,944,071	\$ 10,277,616	\$ 671,837
AVERAGE PER MONTH								
	\$ 1,068,809	\$ 1,085,386	\$ 1,189,075	\$ 1,313,817	\$ 1,416,582	\$ 1,412,006	\$ 1,468,231	
INCREASE/(DECREASE) IN SALES TAX COLLECTION								
		\$ 198,926	\$ 1,244,265	\$ 1,496,902	\$ 1,233,186	\$ (54,916)	\$ 671,837	
INCREASE FROM PREVIOUS YEAR								
		1.55%	9.55%	10.49%	7.82%	-0.32%	6.99%	
BUDGET VS. ACTUAL VARIANCE ANALYSIS								
	\$ 11,598,933	\$ 13,443,500	\$ 13,443,500	\$ 14,980,000	\$ 16,301,000	\$ 16,845,700		
	\$ 1,226,774	\$ (418,867)	\$ 825,399	\$ 785,800	\$ 697,987	\$ 98,371		
	9.56%	-3.22%	5.78%	4.98%	4.11%	0.58%		

City of Pharr								
Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis								
								Difference
	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 17/18 - FY 16/17
MONTH								
OCT.	715,896	821,818	821,549	881,349	1,218,985	987,960	1,030,757	\$ 42,796
NOV.	769,262	757,310	798,368	954,690	1,025,708	1,093,077	1,153,359	60,283
DEC.	685,645	799,257	863,298	941,699	980,169	1,034,876	1,022,729	(12,146)
JAN.	696,798	798,752	874,989	923,703	918,492	987,799	1,126,537	138,738
FEB.	910,841	849,149	975,950	1,052,615	1,131,138	1,177,500	1,284,387	106,887
MAR.	719,383	761,129	817,995	933,370	937,821	975,163	1,054,442	79,279
APR.	734,429	774,960	840,628	896,874	1,038,763	947,959	1,036,000	88,040
MAY	938,060	905,307	999,155	1,093,066	1,219,382	1,233,711		
JUN.	823,674	806,678	929,864	1,068,297	1,071,862	1,038,234		
JUL.	856,789	815,890	929,270	986,220	1,002,320	1,052,158		
AUG.	920,112	902,594	963,078	1,075,281	1,206,753	1,153,579		
SEP.	848,391	775,630	887,530	1,017,187	997,847	1,026,037		
TOTAL	\$ 9,619,280	\$ 9,768,475	\$ 10,701,674	\$ 11,824,350	\$ 12,749,240	\$ 12,708,053	\$ 7,708,212	\$ 503,878
AVERAGE PER MONTH								
	\$ 801,607	\$ 814,040	\$ 891,806	\$ 985,363	\$ 1,062,437	\$ 1,059,004	\$ 1,123,554	
INCREASE/(DECREASE) IN SALES TAX COLLECTION								
		\$ 149,195	\$ 933,199	\$ 1,122,676	\$ 924,890	\$ (41,187)	\$ 503,878	
INCREASE FROM PREVIOUS YEAR								
		1.55%	9.55%	10.49%	7.82%	-0.32%	6.99%	
BUDGET VS. ACTUAL VARIANCE ANALYSIS								
		\$ 8,699,200	\$ 10,082,625	\$ 10,082,625	\$ 11,235,000	\$ 12,245,000		
		\$ 1,069,275	\$ 619,049	\$ 1,741,725	\$ 1,514,240	\$ 463,053		
		10.95%	5.78%	14.73%	11.88%	3.64%		



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of March 2018 Tax Collection Report.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Current Tax Roll

Property Tax Collections for the month of March 2018 equals \$16,952,598 which is .34% higher than last year.

Delinquent Taxes

Delinquent Property taxes for the month of March 2018 equal \$385,299 which is 1.08% lower than last year.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 04/11/2018

Approved - 04/12/2018

New -

1152

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR TAXES COLLECTED FOR:
MARCH 2018**

COMPARATIVE RATE OF COLLECTIONS

CITY OF PHARR CPR (33)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2017/2018	COLLECTED 2016/2017
2017 TAX ROLL	18,625,154.58	16,952,598.89	-	(53,025.60)	1,619,530.09	91.28%	90.94%
2016 & PRIOR YRS	2,497,225.46	385,299.37	-	(4,033.02)	2,107,893.07	15.45%	16.53%
ROLLBACK	80,403.97	20,240.89	-	-	60,163.08	25.17%	99.82%
TOTALS	21,202,784.01	17,358,139.15	-	(57,058.62)	3,787,586.24		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF MARCH 2018

	CITY OF PHARR	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	579,830.51	(68,463.94) CURRENT
CURRENT YEAR-P&I	44,205.86	
PRIOR YEARS-BASE TAX	68,724.58	(948.26) PRIOR
PRIOR YEARS-P&I	28,348.09	
ROLLBACK		ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	13,259.74	PURGED
TOTAL COLLECTIONS	734,368.78	(69,412.20)
LESS TRANSFERRED	525,703.53	
LESS IN TRANSIT	202,826.99	
LESS DUE TO HCAD COMM. FEE	50.26	
LESS DUE TO CO TREASURER	5,788.00	
BALANCE	-	

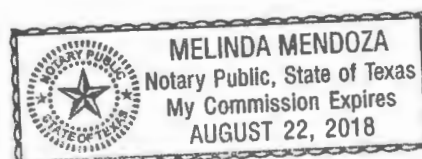
*******AFFIDAVIT*******

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF PHARR, DO
SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR
THE MONTH OF MARCH 2018 IS CORRECT.

Pablo (Paul) Villarreal Jr.
ASSESSOR-COLLECTOR OF TAXES FOR CITY OF PHARR, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 6th DAY OF APRIL 2018 A.D.

Melinda Mendoza
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF PHARR
TAX COLLECTION REPORT
FOR THE MONTH OF MARCH 2018

<u>AD VALOREM - CITY OF PHARR</u>	<u>2017-2018</u>	<u>2016-2017</u>	<u>DIFFERENCE</u>
<u>2017 CURRENT</u>			
ORIGINAL LEVY	18,625,154.58	17,456,073.76	1,169,080.82
MODIFICATIONS	(53,025.60)	(80,189.91)	27,164.31
CURRENT LEVY	18,572,128.98	17,375,883.85	1,196,245.13
CURRENT COLLECTIONS THIS MONTH	579,830.51	661,507.62	(81,677.11)
CURRENT COLLECTIONS TO DATE	16,952,598.89	15,801,037.44	1,151,561.45
OUTSTANDING TO DATE	1,619,530.09	1,574,846.41	44,683.68
PERCENT COLLECTED/ORIGINAL	91.02%	90.52%	0.50%
PERCENT COLLECTED/MODIFIED	91.28%	90.94%	0.34%
TOTAL COLLECTIONS FISCAL YEAR	16,952,598.89	15,801,037.44	
 <u>DELINQUENT</u>			
ORIGINAL LEVY	2,497,225.46	2,471,614.90	25,610.56
MODIFICATIONS	(4,033.02)	(5,054.83)	1,021.81
DELINQUENT LEVY	2,493,192.44	2,466,560.07	26,632.37
DELINQUENT COLLECTIONS THIS MONTH	68,724.58	83,361.15	(14,636.57)
DELINQUENT COLLECTIONS TO DATE	385,299.37	407,754.19	(22,454.82)
OUTSTANDING TO DATE	2,107,893.07	2,058,805.88	49,087.19
PERCENT COLLECTED/ORIGINAL	15.43%	16.50%	-1.07%
PERCENT COLLECTED/MODIFIED	15.45%	16.53%	-1.08%
TOTAL COLLECTIONS FISCAL YEAR	385,299.37	407,754.19	
 <u>ROLLBACK</u>			
ORIGINAL LEVY	80,403.97	3,918.75	76,485.22
MODIFICATIONS	0.00	0.00	0.00
ROLLBACK LEVY	80,403.97	3,918.75	76,485.22
ROLLBACK COLLECTIONS THIS MONTH	16,079.58	0.00	16,079.58
ROLLBACK COLLECTIONS TO DATE	20,240.89	3,911.77	16,329.12
OUTSTANDING TO DATE	60,163.08	6.98	60,156.10
PERCENT COLLECTED/ORIGINAL	25.17%	99.82%	-74.65%
PERCENT COLLECTED/MODIFIED	25.17%	99.82%	-74.65%
TOTAL COLLECTIONS FISCAL YEAR	20,240.89	3,911.77	

**PABLO (PAUL) VILLARREAL, JR., TAX ASSESSOR/COLLECTOR
CITY OF PHARR
TAX COLLECTIONS AS OF MARCH 2018**

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REPORT DATE	CURR BASE	CURR P&I	CURR RB	CURR RB P&I	PRIOR BASE	PRIOR P&I	PRIOR RB	RB P&I	ATTY FEES	ATTY RBFEEs	TOTAL	TRANS.	DIFF.	DATE OF TRANSF.
1-Mar	47,114.70	3,411.24			1,791.91	641.06			349.40		53,308.31		53,308.31	
2-Mar	25,294.90	1,973.20			2,327.82	869.93			476.33		30,942.18		30,942.18	
5-Mar	33,639.54	2,431.42			4,764.35	1,777.15			854.11		43,466.57	121,929.06	(78,462.49)	12-Mar
6-Mar	18,130.18	1,336.23			3,270.83	1,140.62			638.12		24,515.98	24,515.98	(0.00)	13-Mar
7-Mar	33,318.68	2,649.18			3,250.15	939.56			489.99		40,647.56	40,647.56	0.00	14-Mar
8-Mar	31,840.39	2,466.93			1,876.01	652.96			338.45		37,174.74	37,174.74	0.00	15-Mar
9-Mar	33,412.50	1,399.09			1,780.37	541.17			331.44		37,464.57	37,464.57	0.00	16-Mar
10-Mar	(5,469.63)	(49.32)			(543.42)						(6,062.37)		(6,062.37)	SUPP
12-Mar	18,229.66	1,512.89			919.74	288.28			179.99		21,130.56	15,068.19	6,062.37	19-Mar
13-Mar	21,469.76	1,633.77			5,561.34	2,024.66			1,097.67		31,787.20	31,787.20	(0.00)	20-Mar
14-Mar	20,098.31	1,754.77			9,071.64	4,586.97			1,210.76		36,722.45	36,722.45	0.00	21-Mar
15-Mar	21,017.20	1,611.28			1,746.91	1,213.60			423.85		26,012.84	26,012.84	(0.00)	22-Mar
16-Mar	18,828.80	1,516.85			1,053.07	366.40			199.80		21,964.92	21,964.92	0.00	23-Mar
19-Mar	23,117.96	1,464.93			1,643.18	822.92			366.30		27,415.29	27,415.29	(0.00)	26-Mar
20-Mar	18,524.23	1,402.01			2,894.86	1,011.54			518.70		24,351.34	24,351.34	0.00	27-Mar
21-Mar	18,309.10	1,409.11			2,218.73	752.13			444.30		23,133.37	23,133.37	0.00	28-Mar
22-Mar	21,561.97	1,766.33			3,361.75	1,102.24			640.49		28,432.78	28,432.78	0.00	29-Mar
23-Mar	21,597.25	1,722.50			3,276.30	1,670.53			816.66		29,083.24	29,083.24	(0.00)	30-Mar
26-Mar	22,197.06	1,756.29			1,710.02	600.08			314.58		26,578.03	26,578.03	0.00	3-Apr
27-Mar	18,389.63	1,338.41			944.45	774.19			97.34		21,544.02	21,544.02	0.00	4-Apr
28-Mar	32,691.99	2,440.77			2,020.59	660.97			369.72		38,184.04	38,184.04	0.00	5-Apr
29-Mar	86,516.33	7,257.98			13,783.98	5,911.13			3,101.74		116,571.16	116,520.90	50.26	9-Apr
											0.00		0.00	
											0.00		0.00	
											0.00		0.00	
TTL	579,830.51	44,205.86	0.00	0.00	68,724.58	28,348.09	0.00	0.00	13,259.74	0.00	734,368.78	728,530.52	5,838.26	

OVERALL TOTAL	734,368.78
LESS REFUNDS	0.00
LESS HCAD COMM FEES	50.26
LESS COMM/COST	5,788.00
BALANCE	728,530.52
LESS TRANSFERRED	525,703.53
LESS TRANSF IN TRANSIT	202,826.99
BALANCE PENDING	0.00

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TAX COLLECTION SYSTEM
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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	506,659.47	.00	38,627.36	2,477.01-	542,809.82	386.51	.00	.00	545,673.34
	I & S	.081900	73,171.04	.00	5,578.50	357.74-	78,391.80	.00	.00	.00	78,749.54
	TOTAL	.649000	579,830.51	.00	44,205.86	2,834.75-	621,201.62	386.51	.00	.00	624,422.88
2016	M & O	.582100	29,732.35	.00	7,385.22	.00	37,117.57	5,809.36	.00	.00	42,926.93
	I & S	.071900	3,672.55	.00	912.19	.00	4,584.74	.00	.00	.00	4,584.74
	TOTAL	.654000	33,404.90	.00	8,297.41	.00	41,702.31	5,809.36	.00	.00	47,511.67
2015	M & O	.582100	12,601.93	.00	4,775.49	142.81-	17,234.61	2,908.60	.00	.00	20,286.02
	I & S	.071900	1,556.58	.00	589.95	17.64-	2,128.89	.00	.00	.00	2,146.53
	TOTAL	.654000	14,158.51	.00	5,365.44	160.45-	19,363.50	2,908.60	.00	.00	22,432.55
2014	M & O	.608100	6,551.22	.00	3,199.69	.00	9,750.91	1,548.05	.00	.00	11,298.96
	I & S	.071900	774.75	.00	378.30	.00	1,153.05	.00	.00	.00	1,153.05
	TOTAL	.680000	7,325.97	.00	3,577.99	.00	10,903.96	1,548.05	.00	.00	12,452.01
2013	M & O	.605000	3,913.67	.00	2,366.08	.00	6,279.75	1,006.37	.00	.00	7,286.12
	I & S	.075000	485.14	.00	293.31	.00	778.45	.00	.00	.00	778.45
	TOTAL	.680000	4,398.81	.00	2,659.39	.00	7,058.20	1,006.37	.00	.00	8,064.57
2012	M & O	.602600	2,185.41	.00	1,593.30	.00	3,778.71	628.34	.00	.00	4,407.05
	I & S	.077400	280.72	.00	204.62	.00	485.34	.00	.00	.00	485.34
	TOTAL	.680000	2,466.13	.00	1,797.92	.00	4,264.05	628.34	.00	.00	4,892.39
2011	M & O	.602100	694.41	.00	577.94	.00	1,272.35	204.00	.00	.00	1,476.35
	I & S	.077900	89.83	.00	74.82	.00	164.65	.00	.00	.00	164.65
	TOTAL	.680000	784.24	.00	652.76	.00	1,437.00	204.00	.00	.00	1,641.00
2010	M & O	.601800	1,668.13	.00	1,148.98	.00	2,817.11	169.12	.00	.00	2,986.23
	I & S	.078200	216.77	.00	149.33	.00	366.10	.00	.00	.00	366.10
	TOTAL	.680000	1,884.90	.00	1,298.31	.00	3,183.21	169.12	.00	.00	3,352.33
2009	M & O	.601800	1,388.66	.00	987.49	.00	2,376.15	72.18	.00	.00	2,448.33
	I & S	.078200	180.44	.00	128.32	.00	308.76	.00	.00	.00	308.76
	TOTAL	.680000	1,569.10	.00	1,115.81	.00	2,684.91	72.18	.00	.00	2,757.09
2008	M & O	.602940	612.58	.00	500.83	.00	1,113.41	24.83	.00	.00	1,138.24
	I & S	.078910	80.18	.00	65.55	.00	145.73	.00	.00	.00	145.73
	TOTAL	.681850	692.76	.00	566.38	.00	1,259.14	24.83	.00	.00	1,283.97
2007	M & O	.596130	34.72	.00	27.99	.00	62.71	.00	.00	.00	62.71
	I & S	.086990	5.07	.00	4.08	.00	9.15	.00	.00	.00	9.15
	TOTAL	.683120	39.79	.00	32.07	.00	71.86	.00	.00	.00	71.86
2006	M & O	.593130	303.47	.00	434.77	.00	738.24	122.83	.00	.00	861.07
	I & S	.089990	46.05	.00	65.96	.00	112.01	.00	.00	.00	112.01
	TOTAL	.683120	349.52	.00	500.73	.00	850.25	122.83	.00	.00	973.08

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	549.75	.00	700.43	.00	1,250.18	117.56	.00	.00	1,367.74
	I & S	.089990	83.41	.00	106.28	.00	189.69	.00	.00	.00	189.69
	TOTAL	.683120	633.16	.00	806.71	.00	1,439.87	117.56	.00	.00	1,557.43
2004	M & O	.601650	281.99	.00	473.71	.00	755.70	127.59	.00	.00	883.29
	I & S	.081470	38.20	.00	64.14	.00	102.34	.00	.00	.00	102.34
	TOTAL	.683120	320.19	.00	537.85	.00	858.04	127.59	.00	.00	985.63
2003	M & O	.596220	123.02	.00	217.75	.00	340.77	56.55	.00	.00	397.32
	I & S	.086900	17.93	.00	31.74	.00	49.67	.00	.00	.00	49.67
	TOTAL	.683120	140.95	.00	249.49	.00	390.44	56.55	.00	.00	446.99
2002	M & O	.590210	58.47	.00	105.53	.00	164.00	26.05	.00	.00	190.05
	I & S	.099790	9.88	.00	17.84	.00	27.72	.00	.00	.00	27.72
	TOTAL	.690000	68.35	.00	123.37	.00	191.72	26.05	.00	.00	217.77
2001	M & O	.564720	105.85	.00	136.10	.00	241.95	.00	.00	.00	241.95
	I & S	.097590	18.29	.00	23.52	.00	41.81	.00	.00	.00	41.81
	TOTAL	.662310	124.14	.00	159.62	.00	283.76	.00	.00	.00	283.76
2000	M & O	.533960	124.88	.00	190.74	.00	315.62	14.22	.00	.00	329.84
	I & S	.108350	25.34	.00	38.71	.00	64.05	.00	.00	.00	64.05
	TOTAL	.642310	150.22	.00	229.45	.00	379.67	14.22	.00	.00	393.89
1999	M & O	.529360	108.53	.00	162.87	.00	271.40	4.53	.00	.00	275.93
	I & S	.112950	23.16	.00	34.75	.00	57.91	.00	.00	.00	57.91
	TOTAL	.642310	131.69	.00	197.62	.00	329.31	4.53	.00	.00	333.84
1998	M & O	.505610	50.31	.00	110.82	.00	161.13	26.24	.00	.00	187.37
	I & S	.124390	12.38	.00	27.26	.00	39.64	.00	.00	.00	39.64
	TOTAL	.630000	62.69	.00	138.08	.00	200.77	26.24	.00	.00	227.01
1997	M & O	.524810	3.21	.00	6.85	.00	10.06	1.29	.00	.00	11.35
	I & S	.075190	.46	.00	.98	.00	1.44	.00	.00	.00	1.44
	TOTAL	.600000	3.67	.00	7.83	.00	11.50	1.29	.00	.00	12.79
1996	M & O	.516090	11.42	.00	25.70	.00	37.12	4.88	.00	.00	42.00
	I & S	.083910	1.86	.00	4.18	.00	6.04	.00	.00	.00	6.04
	TOTAL	.600000	13.28	.00	29.88	.00	43.16	4.88	.00	.00	48.04
1994	M & O	.471740	1.33	.00	3.29	.00	4.62	.64	.00	.00	5.26
	I & S	.098260	.28	.00	.69	.00	.97	.00	.00	.00	.97
	TOTAL	.570000	1.61	.00	3.98	.00	5.59	.64	.00	.00	6.23

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		567,764.78	.00	63,758.93	2,619.82-	628,903.89	13,259.74	.00	.00	644,783.45
ALL	I & S		80,790.31	.00	8,795.02	375.38-	89,209.95	.00	.00	.00	89,585.33
ALL	TOTAL		648,555.09	.00	72,553.95	2,995.20-	718,113.84	13,259.74	.00	.00	734,368.78
DLQ	M & O		61,105.31	.00	25,131.57	142.81-	86,094.07	12,873.23	.00	.00	99,110.11
DLQ	I & S		7,619.27	.00	3,216.52	17.64-	10,818.15	.00	.00	.00	10,835.79
DLQ	TOTAL		68,724.58	.00	28,348.09	160.45-	96,912.22	12,873.23	.00	.00	109,945.90
CURR	M & O		506,659.47	.00	38,627.36	2,477.01-	542,809.82	386.51	.00	.00	545,673.34
CURR	I & S		73,171.04	.00	5,578.50	357.74-	78,391.80	.00	.00	.00	78,749.54
CURR	TOTAL		579,830.51	.00	44,205.86	2,834.75-	621,201.62	386.51	.00	.00	624,422.88

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	506,659.47	.00	38,627.36	2,477.01-	542,809.82	386.51	.00	.00	545,673.34
	I & S	.081900	73,171.04	.00	5,578.50	357.74-	78,391.80	.00	.00	.00	78,749.54
	TOTAL	.649000	579,830.51	.00	44,205.86	2,834.75-	621,201.62	386.51	.00	.00	624,422.88
2016	M & O	.582100	29,732.35	.00	7,385.22	.00	37,117.57	5,809.36	.00	.00	42,926.93
	I & S	.071900	3,672.55	.00	912.19	.00	4,584.74	.00	.00	.00	4,584.74
	TOTAL	.654000	33,404.90	.00	8,297.41	.00	41,702.31	5,809.36	.00	.00	47,511.67
2015	M & O	.582100	12,601.93	.00	4,775.49	142.81-	17,234.61	2,908.60	.00	.00	20,286.02
	I & S	.071900	1,556.58	.00	589.95	17.64-	2,128.89	.00	.00	.00	2,146.53
	TOTAL	.654000	14,158.51	.00	5,365.44	160.45-	19,363.50	2,908.60	.00	.00	22,432.55
2014	M & O	.608100	6,551.22	.00	3,199.69	.00	9,750.91	1,548.05	.00	.00	11,298.96
	I & S	.071900	774.75	.00	378.30	.00	1,153.05	.00	.00	.00	1,153.05
	TOTAL	.680000	7,325.97	.00	3,577.99	.00	10,903.96	1,548.05	.00	.00	12,452.01
2013	M & O	.605000	3,913.67	.00	2,366.08	.00	6,279.75	1,006.37	.00	.00	7,286.12
	I & S	.075000	485.14	.00	293.31	.00	778.45	.00	.00	.00	778.45
	TOTAL	.680000	4,398.81	.00	2,659.39	.00	7,058.20	1,006.37	.00	.00	8,064.57
2012	M & O	.602600	2,185.41	.00	1,593.30	.00	3,778.71	628.34	.00	.00	4,407.05
	I & S	.077400	280.72	.00	204.62	.00	485.34	.00	.00	.00	485.34
	TOTAL	.680000	2,466.13	.00	1,797.92	.00	4,264.05	628.34	.00	.00	4,892.39
2011	M & O	.602100	694.41	.00	577.94	.00	1,272.35	204.00	.00	.00	1,476.35
	I & S	.077900	89.83	.00	74.82	.00	164.65	.00	.00	.00	164.65
	TOTAL	.680000	784.24	.00	652.76	.00	1,437.00	204.00	.00	.00	1,641.00
2010	M & O	.601800	1,668.13	.00	1,148.98	.00	2,817.11	169.12	.00	.00	2,986.23
	I & S	.078200	216.77	.00	149.33	.00	366.10	.00	.00	.00	366.10
	TOTAL	.680000	1,884.90	.00	1,298.31	.00	3,183.21	169.12	.00	.00	3,352.33
2009	M & O	.601800	1,388.66	.00	987.49	.00	2,376.15	72.18	.00	.00	2,448.33
	I & S	.078200	180.44	.00	128.32	.00	308.76	.00	.00	.00	308.76
	TOTAL	.680000	1,569.10	.00	1,115.81	.00	2,684.91	72.18	.00	.00	2,757.09
2008	M & O	.602940	612.58	.00	500.83	.00	1,113.41	24.83	.00	.00	1,138.24
	I & S	.078910	80.18	.00	65.55	.00	145.73	.00	.00	.00	145.73
	TOTAL	.681850	692.76	.00	566.38	.00	1,259.14	24.83	.00	.00	1,283.97
2007	M & O	.596130	34.72	.00	27.99	.00	62.71	.00	.00	.00	62.71
	I & S	.086990	5.07	.00	4.08	.00	9.15	.00	.00	.00	9.15
	TOTAL	.683120	39.79	.00	32.07	.00	71.86	.00	.00	.00	71.86
2006	M & O	.593130	303.47	.00	434.77	.00	738.24	122.83	.00	.00	861.07
	I & S	.089990	46.05	.00	65.96	.00	112.01	.00	.00	.00	112.01
	TOTAL	.683120	349.52	.00	500.73	.00	850.25	122.83	.00	.00	973.08

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	549.75	.00	700.43	.00	1,250.18	117.56	.00	.00	1,367.74
	I & S	.089990	83.41	.00	106.28	.00	189.69	.00	.00	.00	189.69
	TOTAL	.683120	633.16	.00	806.71	.00	1,439.87	117.56	.00	.00	1,557.43
2004	M & O	.601650	281.99	.00	473.71	.00	755.70	127.59	.00	.00	883.29
	I & S	.081470	38.20	.00	64.14	.00	102.34	.00	.00	.00	102.34
	TOTAL	.683120	320.19	.00	537.85	.00	858.04	127.59	.00	.00	985.63
2003	M & O	.596220	123.02	.00	217.75	.00	340.77	56.55	.00	.00	397.32
	I & S	.086900	17.93	.00	31.74	.00	49.67	.00	.00	.00	49.67
	TOTAL	.683120	140.95	.00	249.49	.00	390.44	56.55	.00	.00	446.99
2002	M & O	.590210	58.47	.00	105.53	.00	164.00	26.05	.00	.00	190.05
	I & S	.099790	9.88	.00	17.84	.00	27.72	.00	.00	.00	27.72
	TOTAL	.690000	68.35	.00	123.37	.00	191.72	26.05	.00	.00	217.77
2001	M & O	.564720	105.85	.00	136.10	.00	241.95	.00	.00	.00	241.95
	I & S	.097590	18.29	.00	23.52	.00	41.81	.00	.00	.00	41.81
	TOTAL	.662310	124.14	.00	159.62	.00	283.76	.00	.00	.00	283.76
2000	M & O	.533960	124.88	.00	190.74	.00	315.62	14.22	.00	.00	329.84
	I & S	.108350	25.34	.00	38.71	.00	64.05	.00	.00	.00	64.05
	TOTAL	.642310	150.22	.00	229.45	.00	379.67	14.22	.00	.00	393.89
1999	M & O	.529360	108.53	.00	162.87	.00	271.40	4.53	.00	.00	275.93
	I & S	.112950	23.16	.00	34.75	.00	57.91	.00	.00	.00	57.91
	TOTAL	.642310	131.69	.00	197.62	.00	329.31	4.53	.00	.00	333.84
1998	M & O	.505610	50.31	.00	110.82	.00	161.13	26.24	.00	.00	187.37
	I & S	.124390	12.38	.00	27.26	.00	39.64	.00	.00	.00	39.64
	TOTAL	.630000	62.69	.00	138.08	.00	200.77	26.24	.00	.00	227.01
1997	M & O	.524810	3.21	.00	6.85	.00	10.06	1.29	.00	.00	11.35
	I & S	.075190	.46	.00	.98	.00	1.44	.00	.00	.00	1.44
	TOTAL	.600000	3.67	.00	7.83	.00	11.50	1.29	.00	.00	12.79
1996	M & O	.516090	11.42	.00	25.70	.00	37.12	4.88	.00	.00	42.00
	I & S	.083910	1.86	.00	4.18	.00	6.04	.00	.00	.00	6.04
	TOTAL	.600000	13.28	.00	29.88	.00	43.16	4.88	.00	.00	48.04
1994	M & O	.471740	1.33	.00	3.29	.00	4.62	.64	.00	.00	5.26
	I & S	.098260	.28	.00	.69	.00	.97	.00	.00	.00	.97
	TOTAL	.570000	1.61	.00	3.98	.00	5.59	.64	.00	.00	6.23

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TAX COLLECTION SYSTEM

DEPOSIT DISTRIBUTION

FROM: 03/01/2018 THRU 03/31/2018

JURISDICTION: 0033 CITY OF PHARR

PAGE: 51
INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		567,764.78	.00	63,758.93	2,619.82-	628,903.89	13,259.74	.00	.00	644,783.45
ALL	I & S		80,790.31	.00	8,795.02	375.38-	89,209.95	.00	.00	.00	89,585.33
ALL	TOTAL		648,555.09	.00	72,553.95	2,995.20-	718,113.84	13,259.74	.00	.00	734,368.78
DLQ	M & O		61,105.31	.00	25,131.57	142.81-	86,094.07	12,873.23	.00	.00	99,110.11
DLQ	I & S		7,619.27	.00	3,216.52	17.64-	10,818.15	.00	.00	.00	10,835.79
DLQ	TOTAL		68,724.58	.00	28,348.09	160.45-	96,912.22	12,873.23	.00	.00	109,945.90
CURR	M & O		506,659.47	.00	38,627.36	2,477.01-	542,809.82	386.51	.00	.00	545,673.34
CURR	I & S		73,171.04	.00	5,578.50	357.74-	78,391.80	.00	.00	.00	78,749.54
CURR	TOTAL		579,830.51	.00	44,205.86	2,834.75-	621,201.62	386.51	.00	.00	624,422.88

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2018 TO 03/31/2018

EXCLUDES AG ROLLBACK

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	7,506,019-	2,888,664,451	00.649000	18,572,128.98	23,688
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	18,625,154.58	68,463.94-	53,025.60-	579,830.51	16,952,598.89	1,619,530.09	91.28	0.00
2016	704,946.53	478.02-	4,684.55-	33,404.90	218,532.45	481,729.53	31.21	389.44-
2015	400,586.01	402.24-	404.33	14,158.51	74,848.62	326,141.72	18.67	397.33-
2014	233,502.22	68.00-	410.59	7,325.97	32,324.79	201,588.02	13.82	361.93-
2013	160,958.84	.00	504.47	4,398.81	15,976.51	145,486.80	9.89	204.04-
2012	126,197.63	.00	45.02-	2,466.13	10,205.53	115,947.08	8.09	196.04-
2011	109,321.59	.00	261.76-	784.24	6,257.37	102,802.46	5.74	195.17-
2010	103,973.62	.00	199.74-	1,884.90	6,124.27	97,649.61	5.90	199.74-
2009	97,474.72	.00	141.78-	1,569.10	4,993.70	92,339.24	5.13	141.78-
2008	76,590.69	.00	0.00	692.76	2,551.12	74,039.57	3.33	0.00
2007	65,963.46	.00	0.00	39.79	1,031.53	64,931.93	1.56	0.00
2006	62,876.16	.00	0.00	349.52	1,645.09	61,231.07	2.62	0.00
2005	56,535.90	.00	0.00	633.16	1,907.21	54,628.69	3.37	0.00
2004	54,901.24	.00	5.74-	320.19	1,801.35	53,094.15	3.28	0.00
2003	44,173.45	.00	0.00	140.95	1,107.77	43,065.68	2.51	0.00
2002	37,558.06	.00	3.80-	68.35	1,271.86	36,282.40	3.39	0.00
2001	28,128.38	.00	6.62-	124.14	1,048.07	27,073.69	3.73	0.00
2000	24,755.10	.00	3.40-	150.22	1,031.99	23,719.71	4.17	0.00
1999	19,416.10	.00	0.00	131.69	518.35	18,897.75	2.67	0.00
1998	14,953.39	.00	0.00	62.69	492.83	14,460.56	3.30	0.00
1997	14,389.00	.00	0.00	3.67	349.00	14,040.00	2.43	0.00
1996	60,023.37	.00	0.00	14.89	1,279.96	58,743.41	2.13	0.00
****	21,122,380.04	69,412.20-	57,058.62-	648,555.09	17,337,898.26	3,727,423.16		2,085.47-

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TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2018 TO 03/31/2018

AG ROLLBACK ONLY

PAGE: 11

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	00.654000	13,761.07	3
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	0.00	3,657.65	10,103.42	26.58	0.00
2015	14,380.34	.00	0.00	0.00	3,591.41	10,788.93	24.97	0.00
2014	15,905.87	.00	0.00	0.00	3,973.06	11,932.81	24.98	0.00
2013	17,678.68	.00	0.00	0.00	4,385.17	13,293.51	24.80	0.00
2012	18,678.01	.00	0.00	0.00	4,633.60	14,044.41	24.81	0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	0.00	20,240.89	60,163.08		0.00

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2018 TO 03/31/2018

INCLUDES AG ROLLBACK

FISCAL START: 10/01/2017 END: 09/30/2018 JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	7,506,019-	2,888,664,451	00.649000	18,572,128.98	23,688
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	18,625,154.58	68,463.94-	53,025.60-	579,830.51	16,952,598.89	1,619,530.09	91.28	0.00
2016	718,707.60	478.02-	4,684.55-	33,404.90	222,190.10	491,832.95	31.12	389.44-
2015	414,966.35	402.24-	404.33	14,158.51	78,440.03	336,930.65	18.88	397.33-
2014	249,408.09	68.00-	410.59	7,325.97	36,297.85	213,520.83	14.53	361.93-
2013	178,637.52	.00	504.47	4,398.81	20,361.68	158,780.31	11.37	204.04-
2012	144,875.64	.00	45.02-	2,466.13	14,839.13	129,991.49	10.25	196.04-
2011	109,321.59	.00	261.76-	784.24	6,257.37	102,802.46	5.74	195.17-
2010	103,973.62	.00	199.74-	1,884.90	6,124.27	97,649.61	5.90	199.74-
2009	97,474.72	.00	141.78-	1,569.10	4,993.70	92,339.24	5.13	141.78-
2008	76,590.69	.00	0.00	692.76	2,551.12	74,039.57	3.33	0.00
2007	65,963.46	.00	0.00	39.79	1,031.53	64,931.93	1.56	0.00
2006	62,876.16	.00	0.00	349.52	1,645.09	61,231.07	2.62	0.00
2005	56,535.90	.00	0.00	633.16	1,907.21	54,628.69	3.37	0.00
2004	54,901.24	.00	5.74-	320.19	1,801.35	53,094.15	3.28	0.00
2003	44,173.45	.00	0.00	140.95	1,107.77	43,065.68	2.51	0.00
2002	37,558.06	.00	3.80-	68.35	1,271.86	36,282.40	3.39	0.00
2001	28,128.38	.00	6.62-	124.14	1,048.07	27,073.69	3.73	0.00
2000	24,755.10	.00	3.40-	150.22	1,031.99	23,719.71	4.17	0.00
1999	19,416.10	.00	0.00	131.69	518.35	18,897.75	2.67	0.00
1998	14,953.39	.00	0.00	62.69	492.83	14,460.56	3.30	0.00
1997	14,389.00	.00	0.00	3.67	349.00	14,040.00	2.43	0.00
1996	60,023.37	.00	0.00	14.89	1,279.96	58,743.41	2.13	0.00
****	21,202,784.01	69,412.20-	57,058.62-	648,555.09	17,358,139.15	3,787,586.24		2,085.47-

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2018 TO 03/31/2018

EXCLUDES AG ROLLBACK

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	7,506,019-	2,888,664,451	0.649000	18,572,128.98	23,688
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2017	18,625,154.58	68,463.94-	53,025.60-	579,830.51	16,952,598.89	1,619,530.09	91.28	0.00
	ADJUSTMENT REFUNDS	5,483.26-	13,590.57-					
2016	704,946.53	478.02-	4,684.55-	33,404.90	218,532.45	481,729.53	31.21	389.44-
	ADJUSTMENT REFUNDS	412.62-	3,275.40-					
2015	400,586.01	402.24-	404.33	14,158.51	74,848.62	326,141.72	18.67	397.33-
	ADJUSTMENT REFUNDS	130.80-	283.36-					
2014	233,502.22	68.00-	410.59	7,325.97	32,324.79	201,588.02	13.82	361.93-
	ADJUSTMENT REFUNDS	.00	104.20-					
2013	160,958.84	.00	504.47	4,398.81	15,976.51	145,486.80	9.89	204.04-
	ADJUSTMENT REFUNDS	.00	136.65-					
2012	126,197.63	.00	45.02-	2,466.13	10,205.53	115,947.08	8.09	196.04-
2011	109,321.59	.00	261.76-	784.24	6,257.37	102,802.46	5.74	195.17-
2010	103,973.62	.00	199.74-	1,884.90	6,124.27	97,649.61	5.90	199.74-
2009	97,474.72	.00	141.78-	1,569.10	4,993.70	92,339.24	5.13	141.78-
2008	76,590.69	.00	0.00	692.76	2,551.12	74,039.57	3.33	0.00
2007	65,963.46	.00	0.00	39.79	1,031.53	64,931.93	1.56	0.00
2006	62,876.16	.00	0.00	349.52	1,645.09	61,231.07	2.62	0.00
2005	56,535.90	.00	0.00	633.16	1,907.21	54,628.69	3.37	0.00
2004	54,901.24	.00	5.74-	320.19	1,801.35	53,094.15	3.28	0.00
2003	44,173.45	.00	0.00	140.95	1,107.77	43,065.68	2.51	0.00
2002	37,558.06	.00	3.80-	68.35	1,271.86	36,282.40	3.39	0.00
2001	28,128.38	.00	6.62-	124.14	1,048.07	27,073.69	3.73	0.00
2000	24,755.10	.00	3.40-	150.22	1,031.99	23,719.71	4.17	0.00
1999	19,416.10	.00	0.00	131.69	518.35	18,897.75	2.67	0.00
1998	14,953.39	.00	0.00	62.69	492.83	14,460.56	3.30	0.00
1997	14,389.00	.00	0.00	3.67	349.00	14,040.00	2.43	0.00
1996	60,023.37	.00	0.00	14.89	1,279.96	58,743.41	2.13	0.00
****	21,122,380.04	69,412.20-	57,058.62-	648,555.09	17,337,898.26	3,727,423.16		2,085.47-
	ADJUSTMENT REFUNDS	6,026.68-	17,390.18-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2018 TO 03/31/2018

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	0	0	0	0.654000	13,761.07	3
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2016	13,761.07	.00	0.00	0.00	3,657.65	10,103.42	26.58	0.00
ADJUSTMENT REFUNDS		412.62-	3,275.40-					
2015	14,380.34	.00	0.00	0.00	3,591.41	10,788.93	24.97	0.00
ADJUSTMENT REFUNDS		130.80-	283.36-					
2014	15,905.87	.00	0.00	0.00	3,973.06	11,932.81	24.98	0.00
ADJUSTMENT REFUNDS		.00	104.20-					
2013	17,678.68	.00	0.00	0.00	4,385.17	13,293.51	24.80	0.00
ADJUSTMENT REFUNDS		.00	136.65-					
2012	18,678.01	.00	0.00	0.00	4,633.60	14,044.41	24.81	0.00
2011	0.00	.00	0.00	0.00	0.00	0.00		0.00
****	80,403.97	.00	0.00	0.00	20,240.89	60,163.08		0.00
ADJUSTMENT REFUNDS		543.42-	3,799.61-					

TAX COLLECTION SYSTEM
TAX COLLECTOR MONTHLY REPORT
FROM 03/01/2018 TO 03/31/2018

JURISDICTION: 0033 CITY OF PHARR

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	2,896,170,470	7,506,019-	2,888,664,451	0.649000	18,572,128.98	23,688
	-----	-----	-----	-----	-----	-----

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2017	18,625,154.58	68,463.94-	53,025.60-	579,830.51	16,952,598.89	1,619,530.09	91.28	0.00
ADJUSTMENT REFUNDS		5,483.26-	13,590.57-					
2016	718,707.60	478.02-	4,684.55-	33,404.90	222,190.10	491,832.95	31.12	389.44-
ADJUSTMENT REFUNDS		412.62-	3,275.40-					
2015	414,966.35	402.24-	404.33	14,158.51	78,440.03	336,930.65	18.88	397.33-
ADJUSTMENT REFUNDS		130.80-	283.36-					
2014	249,408.09	68.00-	410.59	7,325.97	36,297.85	213,520.83	14.53	361.93-
ADJUSTMENT REFUNDS		.00	104.20-					
2013	178,637.52	.00	504.47	4,398.81	20,361.68	158,780.31	11.37	204.04-
ADJUSTMENT REFUNDS		.00	136.65-					
2012	144,875.64	.00	45.02-	2,466.13	14,839.13	129,991.49	10.25	196.04-
2011	109,321.59	.00	261.76-	784.24	6,257.37	102,802.46	5.74	195.17-
2010	103,973.62	.00	199.74-	1,884.90	6,124.27	97,649.61	5.90	199.74-
2009	97,474.72	.00	141.78-	1,569.10	4,993.70	92,339.24	5.13	141.78-
2008	76,590.69	.00	0.00	692.76	2,551.12	74,039.57	3.33	0.00
2007	65,963.46	.00	0.00	39.79	1,031.53	64,931.93	1.56	0.00
2006	62,876.16	.00	0.00	349.52	1,645.09	61,231.07	2.62	0.00
2005	56,535.90	.00	0.00	633.16	1,907.21	54,628.69	3.37	0.00
2004	54,901.24	.00	5.74-	320.19	1,801.35	53,094.15	3.28	0.00
2003	44,173.45	.00	0.00	140.95	1,107.77	43,065.68	2.51	0.00
2002	37,558.06	.00	3.80-	68.35	1,271.86	36,282.40	3.39	0.00
2001	28,128.38	.00	6.62-	124.14	1,048.07	27,073.69	3.73	0.00
2000	24,755.10	.00	3.40-	150.22	1,031.99	23,719.71	4.17	0.00
1999	19,416.10	.00	0.00	131.69	518.35	18,897.75	2.67	0.00
1998	14,953.39	.00	0.00	62.69	492.83	14,460.56	3.30	0.00
1997	14,389.00	.00	0.00	3.67	349.00	14,040.00	2.43	0.00
1996	60,023.37	.00	0.00	14.89	1,279.96	58,743.41	2.13	0.00
****	21,202,784.01	69,412.20-	57,058.62-	648,555.09	17,358,139.15	3,787,586.24		2,085.47-
ADJUSTMENT REFUNDS		6,026.68-	17,390.18-					

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	14,813,280.13	.00	95,556.60	350,231.45-	14,558,605.28	571.19	.00	.00	14,909,407.92
	I & S	.081900	2,139,318.76	.00	13,800.49	50,580.10-	2,102,539.15	.00	.00	.00	2,153,119.25
	TOTAL	.649000	16,952,598.89	.00	109,357.09	400,811.55-	16,661,144.43	571.19	.00	.00	17,062,527.17
2016	M & O	.582100	194,507.22	.00	43,832.67	2,895.85-	235,444.04	37,729.52	.00	.00	276,069.41
	I & S	.071900	24,025.23	.00	5,414.14	357.69-	29,081.68	.00	.00	.00	29,439.37
	TOTAL	.654000	218,532.45	.00	49,246.81	3,253.54-	264,525.72	37,729.52	.00	.00	305,508.78
2015	M & O	.582100	66,619.70	.00	22,460.94	427.80-	88,652.84	14,126.52	.00	.00	103,207.16
	I & S	.071900	8,228.92	.00	2,774.40	52.84-	10,950.48	.00	.00	.00	11,003.32
	TOTAL	.654000	74,848.62	.00	25,235.34	480.64-	99,603.32	14,126.52	.00	.00	114,210.48
2014	M & O	.608100	28,906.75	.00	13,393.40	.00	42,300.15	6,588.16	.00	.00	48,888.31
	I & S	.071900	3,418.04	.00	1,583.71	.00	5,001.75	.00	.00	.00	5,001.75
	TOTAL	.680000	32,324.79	.00	14,977.11	.00	47,301.90	6,588.16	.00	.00	53,890.06
2013	M & O	.605000	14,214.38	.00	7,678.44	.00	21,892.82	3,141.21	.00	.00	25,034.03
	I & S	.075000	1,762.13	.00	951.93	.00	2,714.06	.00	.00	.00	2,714.06
	TOTAL	.680000	15,976.51	.00	8,630.37	.00	24,606.88	3,141.21	.00	.00	27,748.09
2012	M & O	.602600	9,043.89	.00	6,141.38	.00	15,185.27	2,276.55	.00	.00	17,461.82
	I & S	.077400	1,161.64	.00	788.81	.00	1,950.45	.00	.00	.00	1,950.45
	TOTAL	.680000	10,205.53	.00	6,930.19	.00	17,135.72	2,276.55	.00	.00	19,412.27
2011	M & O	.602100	5,540.55	.00	4,210.63	.00	9,751.18	1,389.43	.00	.00	11,140.61
	I & S	.077900	716.82	.00	544.85	.00	1,261.67	.00	.00	.00	1,261.67
	TOTAL	.680000	6,257.37	.00	4,755.48	.00	11,012.85	1,389.43	.00	.00	12,402.28
2010	M & O	.601800	5,419.98	.00	4,348.40	.00	9,768.38	1,104.22	.00	.00	10,872.60
	I & S	.078200	704.29	.00	565.07	.00	1,269.36	.00	.00	.00	1,269.36
	TOTAL	.680000	6,124.27	.00	4,913.47	.00	11,037.74	1,104.22	.00	.00	12,141.96
2009	M & O	.601800	4,419.42	.00	3,828.38	.00	8,247.80	869.76	.00	.00	9,117.56
	I & S	.078200	574.28	.00	497.48	.00	1,071.76	.00	.00	.00	1,071.76
	TOTAL	.680000	4,993.70	.00	4,325.86	.00	9,319.56	869.76	.00	.00	10,189.32
2008	M & O	.602940	2,255.88	.00	2,386.41	.00	4,642.29	489.28	.00	.00	5,131.57
	I & S	.078910	295.24	.00	312.34	.00	607.58	.00	.00	.00	607.58
	TOTAL	.681850	2,551.12	.00	2,698.75	.00	5,249.87	489.28	.00	.00	5,739.15
2007	M & O	.596130	900.17	.00	1,153.61	.00	2,053.78	334.21	.00	.00	2,387.99
	I & S	.086990	131.36	.00	168.35	.00	299.71	.00	.00	.00	299.71
	TOTAL	.683120	1,031.53	.00	1,321.96	.00	2,353.49	334.21	.00	.00	2,687.70
2006	M & O	.593130	1,428.37	.00	1,999.74	.00	3,428.11	568.60	.00	.00	3,996.71
	I & S	.089990	216.72	.00	303.39	.00	520.11	.00	.00	.00	520.11
	TOTAL	.683120	1,645.09	.00	2,303.13	.00	3,948.22	568.60	.00	.00	4,516.82

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	1,655.98	.00	2,401.44	.00	4,057.42	579.94	.00	.00	4,637.36
	I & S	.089990	251.23	.00	364.36	.00	615.59	.00	.00	.00	615.59
	TOTAL	.683120	1,907.21	.00	2,765.80	.00	4,673.01	579.94	.00	.00	5,252.95
2004	M & O	.601650	1,586.50	.00	2,563.16	.00	4,149.66	635.75	.00	.00	4,785.41
	I & S	.081470	214.85	.00	347.09	.00	561.94	.00	.00	.00	561.94
	TOTAL	.683120	1,801.35	.00	2,910.25	.00	4,711.60	635.75	.00	.00	5,347.35
2003	M & O	.596220	966.85	.00	1,649.76	.00	2,616.61	356.30	.00	.00	2,972.91
	I & S	.086900	140.92	.00	240.46	.00	381.38	.00	.00	.00	381.38
	TOTAL	.683120	1,107.77	.00	1,890.22	.00	2,997.99	356.30	.00	.00	3,354.29
2002	M & O	.590210	1,087.93	.00	1,947.35	.00	3,035.28	364.27	.00	.00	3,399.55
	I & S	.099790	183.93	.00	329.25	.00	513.18	.00	.00	.00	513.18
	TOTAL	.690000	1,271.86	.00	2,276.60	.00	3,548.46	364.27	.00	.00	3,912.73
2001	M & O	.564720	893.64	.00	1,649.52	.00	2,543.16	278.75	.00	.00	2,821.91
	I & S	.097590	154.43	.00	285.05	.00	439.48	.00	.00	.00	439.48
	TOTAL	.662310	1,048.07	.00	1,934.57	.00	2,982.64	278.75	.00	.00	3,261.39
2000	M & O	.533960	857.90	.00	1,771.61	.00	2,629.51	228.33	.00	.00	2,857.84
	I & S	.108350	174.09	.00	359.49	.00	533.58	.00	.00	.00	533.58
	TOTAL	.642310	1,031.99	.00	2,131.10	.00	3,163.09	228.33	.00	.00	3,391.42
1999	M & O	.529360	427.19	.00	888.97	.00	1,316.16	86.05	.00	.00	1,402.21
	I & S	.112950	91.16	.00	189.68	.00	280.84	.00	.00	.00	280.84
	TOTAL	.642310	518.35	.00	1,078.65	.00	1,597.00	86.05	.00	.00	1,683.05
1998	M & O	.505610	395.52	.00	915.62	.00	1,311.14	129.14	.00	.00	1,440.28
	I & S	.124390	97.31	.00	225.25	.00	322.56	.00	.00	.00	322.56
	TOTAL	.630000	492.83	.00	1,140.87	.00	1,633.70	129.14	.00	.00	1,762.84
1997	M & O	.524810	305.27	.00	767.31	.00	1,072.58	92.16	.00	.00	1,164.74
	I & S	.075190	43.73	.00	109.93	.00	153.66	.00	.00	.00	153.66
	TOTAL	.600000	349.00	.00	877.24	.00	1,226.24	92.16	.00	.00	1,318.40
1996	M & O	.516090	372.76	.00	943.38	.00	1,316.14	119.82	.00	.00	1,435.96
	I & S	.083910	60.61	.00	153.39	.00	214.00	.00	.00	.00	214.00
	TOTAL	.600000	433.37	.00	1,096.77	.00	1,530.14	119.82	.00	.00	1,649.96
1995	M & O	.510030	284.85	.00	772.26	.00	1,057.11	85.84	.00	.00	1,142.95
	I & S	.089970	50.25	.00	136.21	.00	186.46	.00	.00	.00	186.46
	TOTAL	.600000	335.10	.00	908.47	.00	1,243.57	85.84	.00	.00	1,329.41
1994	M & O	.471740	260.71	.00	748.56	.00	1,009.27	87.23	.00	.00	1,096.50
	I & S	.098260	54.32	.00	155.93	.00	210.25	.00	.00	.00	210.25
	TOTAL	.570000	315.03	.00	904.49	.00	1,219.52	87.23	.00	.00	1,306.75

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	151.58	.00	455.92	.00	607.50	87.26	.00	.00	694.76
	I & S	.104560	34.05	.00	102.42	.00	136.47	.00	.00	.00	136.47
	TOTAL	.570000	185.63	.00	558.34	.00	743.97	87.26	.00	.00	831.23
1992	M & O	.447640	8.65	.00	20.60	.00	29.25	.00	.00	.00	29.25
	I & S	.112360	2.18	.00	5.17	.00	7.35	.00	.00	.00	7.35
	TOTAL	.560000	10.83	.00	25.77	.00	36.60	.00	.00	.00	36.60
ALL	M & O		15,155,791.77	.00	224,486.06	353,555.10-	15,026,722.73	72,319.49	.00	.00	15,452,597.32
ALL	I & S		2,182,106.49	.00	30,708.64	50,990.63-	2,161,824.50	.00	.00	.00	2,212,815.13
ALL	TOTAL		17,337,898.26	.00	255,194.70	404,545.73-	17,188,547.23	72,319.49	.00	.00	17,665,412.45
DLQ	M & O		342,511.64	.00	128,929.46	3,323.65-	468,117.45	71,748.30	.00	.00	543,189.40
DLQ	I & S		42,787.73	.00	16,908.15	410.53-	59,285.35	.00	.00	.00	59,695.88
DLQ	TOTAL		385,299.37	.00	145,837.61	3,734.18-	527,402.80	71,748.30	.00	.00	602,885.28
CURR	M & O		14,813,280.13	.00	95,556.60	350,231.45-	14,558,605.28	571.19	.00	.00	14,909,407.92
CURR	I & S		2,139,318.76	.00	13,800.49	50,580.10-	2,102,539.15	.00	.00	.00	2,153,119.25
CURR	TOTAL		16,952,598.89	.00	109,357.09	400,811.55-	16,661,144.43	571.19	.00	.00	17,062,527.17

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YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2017	M & O	.567100	14,813,280.13	.00	95,556.60	350,231.45-	14,558,605.28	571.19	.00	.00	14,909,407.92
	I & S	.081900	2,139,318.76	.00	13,800.49	50,580.10-	2,102,539.15	.00	.00	.00	2,153,119.25
	TOTAL	.649000	16,952,598.89	.00	109,357.09	400,811.55-	16,661,144.43	571.19	.00	.00	17,062,527.17
2016	M & O	.582100	197,762.76	.00	43,832.67	2,895.85-	238,699.58	37,729.52	.00	.00	279,324.95
	I & S	.071900	24,427.34	.00	5,414.14	357.69-	29,483.79	.00	.00	.00	29,841.48
	TOTAL	.654000	222,190.10	.00	49,246.81	3,253.54-	268,183.37	37,729.52	.00	.00	309,166.43
2015	M & O	.582100	69,816.28	.00	22,460.94	427.80-	91,849.42	14,126.52	.00	.00	106,403.74
	I & S	.071900	8,623.75	.00	2,774.40	52.84-	11,345.31	.00	.00	.00	11,398.15
	TOTAL	.654000	78,440.03	.00	25,235.34	480.64-	103,194.73	14,126.52	.00	.00	117,801.89
2014	M & O	.608100	32,459.72	.00	13,393.40	.00	45,853.12	6,588.16	.00	.00	52,441.28
	I & S	.071900	3,838.13	.00	1,583.71	.00	5,421.84	.00	.00	.00	5,421.84
	TOTAL	.680000	36,297.85	.00	14,977.11	.00	51,274.96	6,588.16	.00	.00	57,863.12
2013	M & O	.605000	18,115.89	.00	7,678.44	.00	25,794.33	3,141.21	.00	.00	28,935.54
	I & S	.075000	2,245.79	.00	951.93	.00	3,197.72	.00	.00	.00	3,197.72
	TOTAL	.680000	20,361.68	.00	8,630.37	.00	28,992.05	3,141.21	.00	.00	32,133.26
2012	M & O	.602600	13,150.08	.00	6,141.38	.00	19,291.46	2,276.55	.00	.00	21,568.01
	I & S	.077400	1,689.05	.00	788.81	.00	2,477.86	.00	.00	.00	2,477.86
	TOTAL	.680000	14,839.13	.00	6,930.19	.00	21,769.32	2,276.55	.00	.00	24,045.87
2011	M & O	.602100	5,540.55	.00	4,210.63	.00	9,751.18	1,389.43	.00	.00	11,140.61
	I & S	.077900	716.82	.00	544.85	.00	1,261.67	.00	.00	.00	1,261.67
	TOTAL	.680000	6,257.37	.00	4,755.48	.00	11,012.85	1,389.43	.00	.00	12,402.28
2010	M & O	.601800	5,419.98	.00	4,348.40	.00	9,768.38	1,104.22	.00	.00	10,872.60
	I & S	.078200	704.29	.00	565.07	.00	1,269.36	.00	.00	.00	1,269.36
	TOTAL	.680000	6,124.27	.00	4,913.47	.00	11,037.74	1,104.22	.00	.00	12,141.96
2009	M & O	.601800	4,419.42	.00	3,828.38	.00	8,247.80	869.76	.00	.00	9,117.56
	I & S	.078200	574.28	.00	497.48	.00	1,071.76	.00	.00	.00	1,071.76
	TOTAL	.680000	4,993.70	.00	4,325.86	.00	9,319.56	869.76	.00	.00	10,189.32
2008	M & O	.602940	2,255.88	.00	2,386.41	.00	4,642.29	489.28	.00	.00	5,131.57
	I & S	.078910	295.24	.00	312.34	.00	607.58	.00	.00	.00	607.58
	TOTAL	.681850	2,551.12	.00	2,698.75	.00	5,249.87	489.28	.00	.00	5,739.15
2007	M & O	.596130	900.17	.00	1,153.61	.00	2,053.78	334.21	.00	.00	2,387.99
	I & S	.086990	131.36	.00	168.35	.00	299.71	.00	.00	.00	299.71
	TOTAL	.683120	1,031.53	.00	1,321.96	.00	2,353.49	334.21	.00	.00	2,687.70
2006	M & O	.593130	1,428.37	.00	1,999.74	.00	3,428.11	568.60	.00	.00	3,996.71
	I & S	.089990	216.72	.00	303.39	.00	520.11	.00	.00	.00	520.11
	TOTAL	.683120	1,645.09	.00	2,303.13	.00	3,948.22	568.60	.00	.00	4,516.82

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2005	M & O	.593130	1,655.98	.00	2,401.44	.00	4,057.42	579.94	.00	.00	4,637.36
	I & S	.089990	251.23	.00	364.36	.00	615.59	.00	.00	.00	615.59
	TOTAL	.683120	1,907.21	.00	2,765.80	.00	4,673.01	579.94	.00	.00	5,252.95
2004	M & O	.601650	1,586.50	.00	2,563.16	.00	4,149.66	635.75	.00	.00	4,785.41
	I & S	.081470	214.85	.00	347.09	.00	561.94	.00	.00	.00	561.94
	TOTAL	.683120	1,801.35	.00	2,910.25	.00	4,711.60	635.75	.00	.00	5,347.35
2003	M & O	.596220	966.85	.00	1,649.76	.00	2,616.61	356.30	.00	.00	2,972.91
	I & S	.086900	140.92	.00	240.46	.00	381.38	.00	.00	.00	381.38
	TOTAL	.683120	1,107.77	.00	1,890.22	.00	2,997.99	356.30	.00	.00	3,354.29
2002	M & O	.590210	1,087.93	.00	1,947.35	.00	3,035.28	364.27	.00	.00	3,399.55
	I & S	.099790	183.93	.00	329.25	.00	513.18	.00	.00	.00	513.18
	TOTAL	.690000	1,271.86	.00	2,276.60	.00	3,548.46	364.27	.00	.00	3,912.73
2001	M & O	.564720	893.64	.00	1,649.52	.00	2,543.16	278.75	.00	.00	2,821.91
	I & S	.097590	154.43	.00	285.05	.00	439.48	.00	.00	.00	439.48
	TOTAL	.662310	1,048.07	.00	1,934.57	.00	2,982.64	278.75	.00	.00	3,261.39
2000	M & O	.533960	857.90	.00	1,771.61	.00	2,629.51	228.33	.00	.00	2,857.84
	I & S	.108350	174.09	.00	359.49	.00	533.58	.00	.00	.00	533.58
	TOTAL	.642310	1,031.99	.00	2,131.10	.00	3,163.09	228.33	.00	.00	3,391.42
1999	M & O	.529360	427.19	.00	888.97	.00	1,316.16	86.05	.00	.00	1,402.21
	I & S	.112950	91.16	.00	189.68	.00	280.84	.00	.00	.00	280.84
	TOTAL	.642310	518.35	.00	1,078.65	.00	1,597.00	86.05	.00	.00	1,683.05
1998	M & O	.505610	395.52	.00	915.62	.00	1,311.14	129.14	.00	.00	1,440.28
	I & S	.124390	97.31	.00	225.25	.00	322.56	.00	.00	.00	322.56
	TOTAL	.630000	492.83	.00	1,140.87	.00	1,633.70	129.14	.00	.00	1,762.84
1997	M & O	.524810	305.27	.00	767.31	.00	1,072.58	92.16	.00	.00	1,164.74
	I & S	.075190	43.73	.00	109.93	.00	153.66	.00	.00	.00	153.66
	TOTAL	.600000	349.00	.00	877.24	.00	1,226.24	92.16	.00	.00	1,318.40
1996	M & O	.516090	372.76	.00	943.38	.00	1,316.14	119.82	.00	.00	1,435.96
	I & S	.083910	60.61	.00	153.39	.00	214.00	.00	.00	.00	214.00
	TOTAL	.600000	433.37	.00	1,096.77	.00	1,530.14	119.82	.00	.00	1,649.96
1995	M & O	.510030	284.85	.00	772.26	.00	1,057.11	85.84	.00	.00	1,142.95
	I & S	.089970	50.25	.00	136.21	.00	186.46	.00	.00	.00	186.46
	TOTAL	.600000	335.10	.00	908.47	.00	1,243.57	85.84	.00	.00	1,329.41
1994	M & O	.471740	260.71	.00	748.56	.00	1,009.27	87.23	.00	.00	1,096.50
	I & S	.098260	54.32	.00	155.93	.00	210.25	.00	.00	.00	210.25
	TOTAL	.570000	315.03	.00	904.49	.00	1,219.52	87.23	.00	.00	1,306.75

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JURISDICTION: 0033 CITY OF PHARR

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INCLUDES AG ROLLBACK

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
1993	M & O	.465440	151.58	.00	455.92	.00	607.50	87.26	.00	.00	694.76
	I & S	.104560	34.05	.00	102.42	.00	136.47	.00	.00	.00	136.47
	TOTAL	.570000	185.63	.00	558.34	.00	743.97	87.26	.00	.00	831.23
1992	M & O	.447640	8.65	.00	20.60	.00	29.25	.00	.00	.00	29.25
	I & S	.112360	2.18	.00	5.17	.00	7.35	.00	.00	.00	7.35
	TOTAL	.560000	10.83	.00	25.77	.00	36.60	.00	.00	.00	36.60
ALL	M & O		15,173,804.56	.00	224,486.06	353,555.10-	15,044,735.52	72,319.49	.00	.00	15,470,610.11
ALL	I & S		2,184,334.59	.00	30,708.64	50,990.63-	2,164,052.60	.00	.00	.00	2,215,043.23
ALL	TOTAL		17,358,139.15	.00	255,194.70	404,545.73-	17,208,788.12	72,319.49	.00	.00	17,685,653.34
DLQ	M & O		360,524.43	.00	128,929.46	3,323.65-	486,130.24	71,748.30	.00	.00	561,202.19
DLQ	I & S		45,015.83	.00	16,908.15	410.53-	61,513.45	.00	.00	.00	61,923.98
DLQ	TOTAL		405,540.26	.00	145,837.61	3,734.18-	547,643.69	71,748.30	.00	.00	623,126.17
CURR	M & O		14,813,280.13	.00	95,556.60	350,231.45-	14,558,605.28	571.19	.00	.00	14,909,407.92
CURR	I & S		2,139,318.76	.00	13,800.49	50,580.10-	2,102,539.15	.00	.00	.00	2,153,119.25
CURR	TOTAL		16,952,598.89	.00	109,357.09	400,811.55-	16,661,144.43	571.19	.00	.00	17,062,527.17

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 JURISDICTION SUMMARY

FROM: 03/01/2018 THRU 03/31/2018

UPDATE MODE

JURISDICTION: ALL

ACCOUNT	YEAR	DEPOSIT	LEVY COLLECTED	RENDITION PENALTY	P & I COLLECTED	RENDITION P & I	RENDITION DISCOUNT	APPRAISAL COMMISSION	DISBURSEMENT AMOUNT
CURR FOR 0029 CITY OF HIDALGO			5,248.73	503.97	451.66	43.46	0.00	27.36	5,673.03
BY COUNTY 108			5,248.73	503.97	451.66	43.46	0.00	27.36	5,673.03
DELQ FOR 0029 CITY OF HIDALGO			180.53	30.11	77.67	13.76	0.00	2.22	255.98
BY COUNTY 108			180.53	30.11	77.67	13.76	0.00	2.22	255.98
TOTAL FOR 0029 CITY OF HIDALGO			5,429.26	534.08	529.33	57.22	0.00	29.58	5,929.01
BY COUNTY 108			5,429.26	534.08	529.33	57.22	0.00	29.58	5,929.01
CURR FOR 0032 CITY OF MISSION			3,840.67	434.78	333.15	40.93	0.00	23.78	4,150.04
BY COUNTY 108			3,840.67	434.78	333.15	40.93	0.00	23.78	4,150.04
DELQ FOR 0032 CITY OF MISSION			185.73	43.88	52.21	11.77	0.00	2.79	235.15
BY COUNTY 108			185.73	43.88	52.21	11.77	0.00	2.79	235.15
TOTAL FOR 0032 CITY OF MISSION			4,026.40	478.66	385.36	52.70	0.00	26.57	4,385.19
BY COUNTY 108			4,026.40	478.66	385.36	52.70	0.00	26.57	4,385.19
CURR FOR 0033 CITY OF PHARR			8,967.54	846.23	794.82	78.23	0.00	46.24	9,716.12
BY COUNTY 108			8,967.54	846.23	794.82	78.23	0.00	46.24	9,716.12
DELQ FOR 0033 CITY OF PHARR			506.60	58.15	189.81	22.05	0.00	4.02	692.39
BY COUNTY 108			506.60	58.15	189.81	22.05	0.00	4.02	692.39
TOTAL FOR 0033 CITY OF PHARR			9,474.14	904.38	984.63	100.28	0.00	50.26	10,408.51
BY COUNTY 108			9,474.14	904.38	984.63	100.28	0.00	50.26	10,408.51
CURR FOR 0034 CITY OF PENITAS			97.21	12.73	8.30	1.10	0.00	0.68	104.83
BY COUNTY 108			97.21	12.73	8.30	1.10	0.00	0.68	104.83
DELQ FOR 0034 CITY OF PENITAS			143.02	15.09	49.34	5.28	0.00	1.02	191.34
BY COUNTY 108			143.02	15.09	49.34	5.28	0.00	1.02	191.34
TOTAL FOR 0034 CITY OF PENITAS			240.23	27.82	57.64	6.38	0.00	1.70	296.17
BY COUNTY 108			240.23	27.82	57.64	6.38	0.00	1.70	296.17
CURR FOR 0035 CITY OF LA JOYA			93.20	8.48	8.39	0.76	0.00	0.46	101.13
BY COUNTY 108			93.20	8.48	8.39	0.76	0.00	0.46	101.13
DELQ FOR 0035 CITY OF LA JOYA			35.36	3.22	15.11	1.38	0.00	0.23	50.24
BY COUNTY 108			35.36	3.22	15.11	1.38	0.00	0.23	50.24
TOTAL FOR 0035 CITY OF LA JOYA			128.56	11.70	23.50	2.14	0.00	0.69	151.37
BY COUNTY 108			128.56	11.70	23.50	2.14	0.00	0.69	151.37
CURR FOR 0036 CITY OF PROGRESO			50.11	4.56	4.51	0.41	0.00	0.25	54.37
BY COUNTY 108			50.11	4.56	4.51	0.41	0.00	0.25	54.37
DELQ FOR 0036 CITY OF PROGRESO			0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR 0036 CITY OF PROGRESO			50.11	4.56	4.51	0.41	0.00	0.25	54.37
BY COUNTY 108			50.11	4.56	4.51	0.41	0.00	0.25	54.37
CURR FOR 0037 CITY OF SAN JUAN			709.84	66.92	59.07	5.59	0.00	3.61	765.30
BY COUNTY 108			709.84	66.92	59.07	5.59	0.00	3.61	765.30
DELQ FOR 0037 CITY OF SAN JUAN			629.73	80.92	238.99	28.84	0.00	5.50	863.22
BY COUNTY 108			629.73	80.92	238.99	28.84	0.00	5.50	863.22
TOTAL FOR 0037 CITY OF SAN JUAN			1,339.57	147.84	298.06	34.43	0.00	9.11	1,628.52
BY COUNTY 108			1,339.57	147.84	298.06	34.43	0.00	9.11	1,628.52



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.C.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 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 - 04/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for April 2, 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 April 2, 2018

Financial Consideration:

Staff Recommendation: Approval as submitted.

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 04/11/2018
Final Approval - 04/11/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 2, 2018
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, April 2, 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
Anali Alanis, HR Director
Leonardo Perez, Fire Chief
Melanie Cano, Dev. Services Director
Rick Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
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

Mayor Hernandez called the meeting to order at 4:00 p.m. Roll call established a quorum.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Daniel Ramirez, Communications Director, thanked the Commission for proclamation and recognized the staff for a job well done in providing a good service to our citizens.

Mayor Hernandez read proclamation proclaiming April 8-14, 2018 as Public Safety Telecommunicators Week and presented proclamation to Daniel Ramirez, Communications Director.

ITEM 3. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Crisanto Garcia was not present.

Fern R. Ogans, Pharr South Gated Community resident, voiced her concerns about sewer problems and requested an alternate plan in case of another back-up sewer system. Ms. Ogans further thanked staff for all their help and assistance with this issue.

At this time, Mayor Hernandez called upon Omar Anzaldua, City Engineer, to provide status on the sewer issue.

Omar Anzaldua, City Engineer, presented a map showing the 12-inch sewer line that runs from Ridge Road to Moore Road and the area of concern. He stated the City would be replacing the existing 18-inch sewer line with a 24-inch sewer line to increase capacity and alleviate the concerns of the citizens. He further stated the current 12-inch was at fifty percent reduction due to the maintenance performed but it would be cleaned-out.

Omar Anzaldua, City Engineer, also reported there was an existing 20-foot easement but property owners have built a fence over that line which causes issues for city staff to access and maintain. He further stated they were pending information from the Project Engineer on the adequacy and overall whole flow contributing to the 12-inch sewer line.

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Harold Berg, Pharr South Gated Community resident, presented some pictures of his property and mentioned current and present issues with the manholes. He further thanked the Commission and staff for their assistance with these issues.

Mayor Hernandez stated the City had an expedited timeline. Omar Anzaldúa, City Engineer, stated it would be two to three weeks for the completed design and go out for construction within thirty to sixty days.

Rene Guajardo thanked the Commission for allowing him to speak in open forum. Mr. Guajardo stated he was currently running for the South Texas College Board and has been an educator for twenty-six years. He further stated he would like to be the voice to the PSJA area and represent the city of Pharr.

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES:

Fern R. Ogans, Pharr South Gated Community, spoke about the development along Ridge Road and behind HEB. She stated Pharr South Community currently had a Memorandum of Understanding with the City of Pharr and had concerns about the 25-foot HEB easement, which allows access to the light and other utilities for their properties. Lastly, she mentioned the developer had agreed to build a fence on the north side of the easement and just wanted confirmation that this in fact would occur.

Mayor Hernandez called upon Alfonso Quintanilla, Project Engineer, to clarify her concerns.

Alfonso Quintanilla, Project Engineer for Esponjas Development, stated Mr. Cantu had agreed to build a fence on north side of the HEB easement and had submitted the preliminary information to the Engineering Department but needed to follow-up on the sewer line project.

ITEM 4. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

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

B) TREE CITY U.S.A. PRESENTATION

Roel Garza, Parks & Recreation Assistant Director, introduced Bill Green from Texas A&M Forest Service and stated he was here on behalf of the Arbor Day Foundation.

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Bill Green stated the Tree City USA Program was managed by the Arbor Day Foundation and congratulated the City of Pharr on earning recognition as a 2017 Tree City USA. He stated there were more than 3,400 Tree City USA communities and went over the benefits trees provide to the communities. He further thanked the Parks & Recreation Department for their support and presented a plaque to the Mayor and City Commissioners.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, reported a Ribbon Cutting would be hosted for Fresh Start Nutrition on April 5, 2018 at 2:30 p.m. at 6101 S. Cage Blvd., Suite 121, in Pharr. He also reported a Hotel/Motel Social Mixer would take place on April 12, 2018 at 5:00 p.m. at the Hampton Inn Suites located at 300 W. Nolana Loop in Pharr. He further reported a Tropical Texas Regional Tour would take place on April 17, 2018 at 9:00 a.m. in conjunction with Bridge Department, the Food Bank, and the Pharr Town Center.

Juan G. Guerra, City Manager, reported the Community Development Block Grant would be celebrating CDBG Day in Pharr on April 5, 2018 from 10:00 a.m. to 2:00 p.m. at City Hall. He stated public service agencies would be available to provide outreach information and invited the public to attend.

Juan G. Guerra, City Manager, announced the unemployment rate for the city of Pharr had decreased from 8.8% in 2017 to 7.6% and it continues to go down.

Juan G. Guerra, City Manager, reported the Pharr Events Center would be having the RGV Hispanic Chamber of Commerce/Senior Summit event on April 5, 2018 at 3:00 p.m. He stated they would provide different booths to help with fraud, food bank, social security questions, as well as free health screenings, activities, a dance and door prizes to enjoy. He also reported the Rio Grande Valley Artful Aging Expo Event would be taking place at the Pharr Events Center on April 11, 2018 at 9:00 a.m.

At this time, Juan G. Guerra, City Manager, recognized Krystle Guerra for her promotion to Fire Lieutenant on March 17, 2018 and for becoming the first female Fire Officer for the City of Pharr. He congratulated Ms. Guerra on her accomplishment.

Juan G. Guerra, City Manager, introduced Frank Nunez from Pharr Housing Authority. Frank Nunez, Pharr Housing Authority Chairman, presented the Mayor and Commission with a Certificate of Appreciation on behalf of the Pharr Housing Authority for the passing of Resolution No. R-2018-24 and thanked them for their continued support.

ITEM 5. 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)**
- 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, 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 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, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C).THE PROPERTY IS LEGALLY DESCRIBED AS 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, REQUESTED 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. REQUESTED 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, REQUESTED 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**

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6. **ESPONJAS DEVELOPMENT, LTD., REPRESENTING LYNN TRACT, LP, A TEXAS LIMITED PARTNERSHIP, REQUESTED 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 LEGALLY DESCRIBED AS BEING AN 8.42 ACRE TRACT OF LAND OUT OF LOT 202, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. COZ#171272**
7. **ESPONJAS DEVELOPMENT, LTD., REPRESENTING LYNN TRACT, LP, A TEXAS LIMITED PARTNERSHIP, REQUESTED 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., REQUESTED 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), REQUESTED 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**

Juan G. Guerra, City Manager, introduced the consent agenda and recommended approval with conditions for items J.5, J.6 and J.7 to provide pending drainage plans to the City Engineer.

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

Ordinance Nos. O-2018-10, O-2018-11, O-2018-12 and O-2018-13 are filed with the City Clerk's Office.

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 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)

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

Comm. Carrillo moved to nominate Rudy Martinez to the Tierra Del Sol Club Advisory Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2018-25 is filed with the City Clerk's Office.

ITEM 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)

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

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)

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

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

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)

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

D) PRESENTATION AND STATUS UPDATE FOR DEVELOPMENT AND RESEARCH CENTER USAGE AND AFTER SCHOOL PROGRAMS (PARKS)

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

E) 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, 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)

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

ITEM 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)

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

Comm. Medina 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, REJECTING BIDS FOR THE SUPPLY CONTRACT FOR THE PURCHASE OF FUEL AND AUTHORIZE CITY MANAGER TO RE-ADVERTISE (PUBLIC WORKS)

MINUTES: REGULAR CALLED MEETING
APRIL 2, 2018

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

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

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)

Juan G. Guerra, City Manager, introduced the item and briefly stated this would be at no cost to the City and the annual operational costs would be incurred by Hidalgo County. He further recommended approval.

Mayor Hernandez briefly explained this was for the Hike & Bike Trail Project and stated the City had to make sure the tunnels were in play so people could cross at multiple points. He stated this tunnel would be the first tunnel and would be located at Veterans Road (I Road). He also stated an agreement with Hidalgo County had been reached for this project.

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

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)

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

Comm. Medina asked if there would be any issues with communications due to the distance.

Daniel Ramirez, Communications Director, stated the current system was more than adequate and City of Alton was on the Regional System. Therefore, the City would simply add their frequencies to radios and transmit.

Comm. Carrillo **moved** to approve as recommended. Comm. Caballero 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

The time being 4:31 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 5:30 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 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)**

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

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

- 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)**

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

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

D) PRESENTATION AND STATUS UPDATE FOR DEVELOPMENT AND RESEARCH CENTER USAGE AND AFTER SCHOOL PROGRAMS (PARKS)

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

E) 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 needed.

ITEM 9. CONTRACTS/AGREEMENTS

E) CONSIDERATION AND ACTION, IF ANY, ON ENERGY SAVINGS PERFORMANCE INVESTMENT GRADE AUDIT FOR WATER AND WASTEWATER TREATMENT PLANT (ADMINISTRATION)

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

ITEM 10. LEGAL

A) CONSULTATION WITH ATTORNEY CONCERNING PENDING LITIGATION OF ROGELIO SOTO GARCIA V. CITY OF PHARR, C-5483-17-C (LEGAL)

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

B) CONSULTATION WITH LEGAL ON D&M VENTURES LLC V. CITY OF PHARR C-3205-16-E (ADMINISTRATION)

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

ITEM 13. ADJOURNMENT

MINUTES: REGULAR CALLED MEETING
APRIL 2, 2018

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 5:35 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

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

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on renewal of Bi-Annual Weight Enforcement Memorandum of Understanding with the Texas Department of Public Safety (DPS).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Who: Pharr Police Department & Texas Department of Public Safety

What: Renewal of bi-annual weight enforcement memorandum of understanding

Where: The Pharr Police Department currently has a team of two certified weight enforcement officers which conduct inspections on commercial vehicles traveling through the city. All operations and or enforcement will be conducted within city limits, however, training and inspections can be done in other jurisdictions.

When: The renewal for the bi-annual MOU is due by April 30, 2018.

Why: The objective of the Vehicle enforcement Service is to reduce commercial motor vehicle accidents through the enforcement of Motor Carrier Safety Regulations; to protect the state highways from unnecessary damage by securing compliance with state laws regulating weight of commercial vehicles; to ensure equitable payment of commercial vehicle registration fees by enforcement of registration laws; to protect the rights, privileges, and safety of the general public in the use of the public highway system by securing compliance with traffic laws and regulations applicable to the operation of all vehicles.

Financial Consideration: Renewing the MOU has no fees, however, for training \$

3,140.00 for lodging (\$ 1,610.00), training registration (free), and per diem (\$ 1,530.00) for a two-part (A/B) two week course (2 officers) in Austin, TX.

Staff Recommendation: I recommend approval.

Alternatives: N/A

ROUTING:

Jose Luengo

Created/Initiated - 04/11/2018

Patricia Rigney

Approved - 04/12/2018

Karla Moya

Approved - 04/13/2018

City Management Office

Final Approval - 04/13/2018



TEXAS DEPARTMENT OF PUBLIC SAFETY

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

512/424-2000

www.dps.texas.gov



COMMISSION

STEVEN P. MACH, CHAIRMAN

MANNY FLORES

A. CYNTHIA LEON

JASON K. PULLIAM

RANDY WATSON

STEVEN C. McCRAW

DIRECTOR

DAVID G. BAKER

ROBERT J. BODISCH SR

SKYLOR HEARN

DEPUTY DIRECTORS

ASSISTANT CHIEF MIGUEL YERENA

PHARR POLICE DEPARTMENT

1900 S. CAGE BLVD

PHARR, TX 78577

Re: RENEWAL OF MEMORANDUM OF UNDERSTANDING
Certification of Weight Enforcement Authority

Dear Assistant Chief Yerena:

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

Please complete any blanks on the MOU related to your Municipality, have the appropriate authorized person sign the original, and mail the original MOU to me, Attn: CVE Training, 6200 Guadalupe St., Bldg. P, Austin, TX 78752, by April 30, 2018. Your authorized signatory should be the Chief of Police or a higher official. If the contact information requires substantial revision, please FAX the corrections to me at (512) 424-5712, and we will forward a corrected MOU to you.

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

Sincerely,

Captain Omar Villarreal

Manager, Motor Carrier Bureau

OV/ff

Renewal request for the
MEMORANDUM OF UNDERSTANDING

WITH THE Pharr Police Department

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

Existing Information

Updated Information:

Pharr Police Department

State Tax ID Number

State Tax ID Number

Assistant Chief Miguel Yerena

Program Coordinator

Program Coordinator

1900 S. Cage Blvd
Pharr, TX 78577

Address

Address

(956) 639-1006 or (956) 402-4836

Voice Phone Number

Voice Phone Number

(956) 781-9163

Fax Number

Fax Number

miguel.yerena@pd.pharr-tx.gov

E-mail Address

E-mail Address

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

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

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

Signature

Title

Date

INTERLOCAL COOPERATION AGREEMENT (Agreement)
Between
THE DEPARTMENT OF PUBLIC SAFETY (The "Department")
-and-
Pharr PD
(The "Allied Agency")

I. AUTHORITY

Allied Agency and the Department are contracting under the authority of Texas Government Code Chapter 791 (The Interlocal Cooperation Act).

Allied Agency and the Department certify that each have the authority to perform the services agreed upon by authority granted in Transportation Code, Chapter 621, Subchapter F.

II. GENERAL AGREEMENT

In accordance with Transportation Code § 621.402, the Department has established the following parameters for approved Allied Agencies seeking to enforce the defined State Laws within Transportation Code § 621, Subchapter F.

In order to maximize the uniform enforcement of statute, the undersigned parties enter into this Agreement regarding training, approved scale use, annual scale re-calibration standards, violation report requirements and mandated annual reporting to the Department.

III. DEPARTMENT RESPONSIBILITIES

In order to better implement and maintain the standards in this Agreement, the Department will:

1. Train, retrain (as necessary or desirable), test, and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints / challenges to the issuing Allied Agency.

The Department may conduct random, in-person observation of weight enforcement

inspections conducted by an Allied Agency in order to ensure that the Allied Agency's officers are adhering to Department certification standards.

IV. ALLIED AGENCY RESPONSIBILITIES

A. Certification Training

The Allied Agency must enroll [their commissioned, full-time](#) officers in the 40 hour, Basic CVE course conducted at the direction of the Motor Carrier Bureau. In order to meet the "weight enforcement officer" certification standard, a minimum score of 80% must be obtained. After initial certification, mandated re-certification training will take place following each legislative session. In order to maintain certification, each weight enforcement officer must score a minimum of 80%. The Department will immediately suspend any officer who fails to re-certify. The Allied Agency must prohibit that officer from conducting or assisting with any weight enforcement activities.

The Allied Agency may discontinue agency certification at any time by notifying the Department in writing. If a certified officer separates from an Allied Agency, the Department must receive notification of separation within ten days.

B. Application of Statute

[During the course of duty, an Allied Agency "Weight Enforcement Officer" will adhere to the "reasonable suspicion" requirements in weighing a commercial motor vehicle as inferred by Transportation Code § 621.402. There must be an articulable reason to detain a vehicle prior to utilizing any type of approved scale to determine actual weight. A fixed location signaling all commercial traffic to enter a weight enforcement site is in direct conflict with this mandate.](#)

C. Approved Scales

The Allied Agency must purchase / utilize scales from the approved Scale List found at the following URL:

<http://www.dps.texas.gov/cve/Publications/approvedScaleList.pdf>

The approved scales must be re-calibrated during each calendar year by a certified scale technician or vendor. All individual scale calibration records must be retained for the current year plus the two previous years and are subject to review during contested judicial proceedings and random Department audit.

D. Violation Report Requirements

In addition to typical driver / vehicle information and infractions, the following information must be included on all weight enforcement violation reports:

- US DOT Number / TX DMV Number
- State identification / registration identification of units and company unit numbers (license plate numbers for the power units and towed vehicle)
- Registered weights and the Gross Vehicle Weight Ratings of each vehicle
- Axle configuration diagram with corresponding axle distance measurements and the recorded actual weights measured of each axle, tandem axle, and tri-axle
- Overweight permit number
- Load disposition
- Gross weight and group weight.

E. Annual Reporting Requirements

The Allied Agency must submit an annual report of its weight enforcement activities for each calendar year to the Department. The report must be directed to the Motor Carrier Bureau in Austin, Texas. The report must be received by January 31st of each year for the prior year's enforcement activities. The Annual Reporting Requirements under this Paragraph E will survive the termination date of this Agreement.

V. TERMINATION OF CERTIFICATION

***** UNLESS RENEWED, THIS AGREEMENT WILL EXPIRE ON AUGUST 1, 2019. *****

To prevent a loss of authority to conduct weight enforcement inspections, please mail or FAX your renewal request to the Department no more than 60 or less than 30 days prior to the expiration of this Agreement. If the renewal has not been executed by both parties before the Agreement expiration date, certified officers must cease performing all weight enforcement activities, until the renewal has been fully executed.

The Department may issue a warning to the Allied Agency if the Allied Agency fails to comply with Agreement requirements in such a way that the Department deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct the compliance issue(s) may result in termination of the Agreement and decertification of the Allied Agency.

VI. PROGRAM COORDINATORS

The Allied Agency's weight enforcement coordinators are responsible for all communications and contacts required to manage this Agreement. The coordinators must provide any updates regarding contact information within 30 calendar days. The current program coordinators for this Agreement are:

Allied Agency:

Program Coordinator

Address

Voice Phone Number

Fax Number

E-mail Address

Department:

DEPARTMENT OF PUBLIC SAFETY
Texas Highway Patrol
Motor Carrier Bureau

Captain Omar Villarreal - Manager
Program Coordinator

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

(512) 424-2053
Voice Phone Number

(512) 424-5712
Fax Number

omar.villarreal@dps.texas.gov
E-mail Address

Evidence of Acceptance:

Signature of Authorized Official

Political Subdivision

Name

Title

Date



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR:

Agenda Item: Consideration and action on contract with The LAMAR Companies for Billboard Advertising/Rental Services (Project No. 1718-70-510-IPQ007-001).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The Pharr International Bridge previously had this billboard advertising contract with KEM Advertising, which was bought out by The LAMAR Companies on November 2017.

History:

The Pharr International Bridge has had this advertising billboard contract since 2014 and would like to continue advertising with The LAMAR Companies from San Benito, TX, for the billboards located at FM 1016, on Military Hwy 0.6 mi. w/o 23rd St. in McAllen, Texas.

Financial Consideration: Account 70-51000-5502

\$1,000 per month for each billboard panel, which equals a total annual amount of \$24,000.

Staff Recommendation: Staff recommends continuing to advertise with The LAMAR Companies from San Benito, TX, for the billboards located at FM 1016, on Military Hwy 0.6 mi. w/o 23rd St. in McAllen, Texas. If approved, contract term shall be for one (1) year at an annual rate of \$12,000 per panel for a total annual expense of \$24,000. If approved, staff request that the City Manager be authorized to extend the contract on an annual basis subject to vendors performance remaining acceptable and fee(s)

remaining constant.

Alternatives: N/A

ROUTING:

Vanessa Guzman	Created/Initiated - 04/10/2018
Luis Bazan	Approved - 04/10/2018
Sandra Zamora	Approved - 04/11/2018
Patricia Rigney	Approved - 04/12/2018
Karla Moya	Approved - 04/12/2018
City Management Office	Final Approval - 04/13/2018

Brownsville/Rio Grande Valley
2001 Industrial Way
San Benito, TX 78586
Phone: 956-399-4900
Fax: 956-399-4993



CONTRACT # 2956215

Date: 2/15/2018
New/Renewal: RENEWAL
Account Executive: Alyssa Flores
Phone: 956-399-4900

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	688785-0
Name	CITY OF PHARR
Address	9900 S CAGE BLVD
City/State/Zip	PHARR, TX 78577
Contact	MS. KARLA MOYA
Email Address	karla.moya@pharr-tx.gov; cleo.salinas@pharr-tx.gov
Phone #	(956) 702-5335
Fax #	(956) 702-5313
P.O./ Reference #	
Advertiser/Product	CITY OF PHARR
Campaign	

Space										
# of Panels: 2								Billing Cycle: Monthly		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
30091 30849388	045-HIDALGO COUNTY, TX	FM 1016, On Military Hwy 0.6mi. W/O 23rd St. McAllen, TX	Yes	Perm Bulletin	14' 0" x 48' 0"		04/02/18-04/01/19	12	\$1,000.00	\$12,000.00
30092 30849389	045-HIDALGO COUNTY, TX	FM 1016, On Military Hwy 0.6mi. W/O 23rd St. McAllen, TX	Yes	Perm Bulletin	14' 0" x 48' 0"		04/02/18-04/01/19	12	\$1,000.00	\$12,000.00
Total Space Costs:									\$24,000.00	

Special Considerations: TO MAINTAIN EXISTING LOCATIONS IT IS NECESSARY TO HAVE AN EXECUTED CONTRACT IN 30 DAYS PRIOR TO EXPIRATION

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF PHARR
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Alyssa Flores

GENERAL MANAGER

DATE

INITIALS





CONTRACT # 2956215

STANDARD CONDITIONS

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: April 13, 2018

MEETING DATE: April 16, 2018

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Personal Services Proposal from Erika Sciaraffa, Business Consultant, to enhance the experience of new employees during the onboarding and orientation process.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr Human Resources Department delivers a new employee orientation and onboarding session on a bi-weekly basis. This requires set up coordination and delivery preparation which can be time consuming. Interest in improving coordination and delivery has been shown, in an effort to provide a teamwork oriented and culture driven experience.

Financial Consideration: One time fee of \$6,500.00

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Anali Alanis

Created/Initiated - 04/13/2018

Anali Alanis

Approved - 04/13/2018

Patricia Rigney

Approved - 04/13/2018

Karla Moya

Approved - 04/13/2018

City Management Office

Final Approval - 04/13/2018



MARCH 16, 2018

BUSINESS CONSULTING PROPOSAL

Mrs. Alanis,

It was great meeting you to discuss some of the challenges facing the City of Pharr during the onboarding of new employees. My goal is to help your team enhance the delivery of the onboarding process and therefore provide an unforgettable experience to your new employees, while gaining efficiencies throughout the process. Per our discussion, I have put together a proposal that should cover all your needs regarding this important event.

SUMMARY

This proposal details objectives and goals for the City of Pharr new employee onboarding project.

BACKGROUND

The City of Pharr Human Resources Department delivers a new employee orientation and onboarding session on a bi-weekly basis. This requires set up coordination and delivery preparation which can be time consuming. Interest in improving coordination and delivery has been shown, in an effort to provide a teamwork oriented and culture driven experience.

PROJECT OBJECTIVE

To enhance the experience of new employees by identifying efficiencies during the set-up, delivery and post-delivery of their onboarding session.

PROPOSAL INCLUDES:

- Discovery sessions in order to identify efficiencies and obtain feedback
 - Attend a current onboarding session
 - One-on-one departmental meetings
- Train the Trainer session focusing on new steps, process and information delivery (2.5 hr. on-site training for HR Department -up to 6 members)
- Review current training material
- Session material development/enhancement for reproduction
 - Learner guide & presentation (original format available for purchase)
- Create and implement new employee feedback system
- If needed: one cycle of revisions to training material and delivery based on new employee feedback after 6 sessions

PROJECTED COMPLETION:

45 business days

FEE

Project: \$6,500

NEXT STEP

If this proposal meets the needs of City of Pharr, Human Resources Department, we can move forward at your earliest convenience.

Erika Sciaraffa
Business Consultant
erika.sciaraffa@gmail.com
956-289-0003



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action on request from Hidalgo County Elections Department to use the Pharr Memorial Library as polling location for the upcoming Primary Runoff Election on May 14-18, 2018 and May 22, 2018 and the General Election on October 22, 2018 to November 2, 2018 and November 6, 2018.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The County Elections Department is requesting the use of the Pharr Memorial Library to conduct their upcoming elections due to the Pharr Events Center having events where music will be playing on the dates where voting will take place. These events were rented since last year.

The Library facility is a central location, is ADA compliance, and there is accessible parking space. Voting hours are from 7:00 am to 7:00 pm everyday.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney

Created/Initiated - 04/11/2018
Approved - 04/11/2018

Adolfo Garcia
City Management Office

Approved - 04/11/2018
Final Approval - 04/12/2018



ELECTIONS DEPARTMENT
County Of Hidalgo



Via facsimile

2018 Elections

April 10, 2018

To: City of Pharr

We are requesting the use of your facility(s) as an **Early Voting & Election Day** polling location(s) for the Primary Runoff and General Elections.

Primary Runoff Voting Dates and Hours:

Monday/ Lunes	May 14, 2018	7:00 A.M. – 7:00 P.M.
Tuesday/ Martes	May 15, 2018	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	May 16, 2018	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	May 17, 2018	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	May 18, 2018	7:00 A.M. -- 7:00 P.M.

Election Day:

Tuesday / Martes	May 22, 2018	7:00 A.M. -- 7:00 P.M.
-------------------------	---------------------	-------------------------------

General

EV Oct. 22, 2018 – Nov. 2, 2018

ED Nov. 6, 2018

Please complete the separate form faxed along with this letter and fax your response to (956) 393-2039 as soon as possible.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Melissa Alvarez

Melissa Alvarez

Elections Operation Manager

(956)318-2570 ext. 5709

Email: melissa.alvarez@co.hidalgo.tx.us

Register & Vote! Visit our website www.hgoco.net/elections

Primary Runoff & General Elections

***Ear
ly
Vot***

ing and/or Election Day
Polling Location(s) Request for

Facility requested: Pharr City Library 121 E. Cherokee Ave. Pharr, TX

Location of designated area and Contact Information: (i.e., foyer, cafeteria, main entrance, room #, gym)

Early Voting

Election Day

Designated area: _____

Contact Info: _____

Contact Info: _____

Please check **all** that apply:

_____ Yes, you will be able to utilize this facility.

_____ No, you will **not** be able to utilize this facility (stop and fax to Elections Dept.).

_____ Yes, the polling location/room has a camera system in place.

_____ Tables, chairs & facilities (bathroom and water fountain) will be provided for the election workers.

Please fill out ADA polling place checklist below.

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

Signature

Print Name

Date

ADA polling place checklist can be found at https://www.ada.gov/votingchecklist.htm	YES	NO	N/A
PARKING			
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?			
ENTRANCE			
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 you open all doors with a closed fist?			
9. Are all doors wide enough for a wheelchair to pass through (32 inches wide)?			
VOTING AREA			
10. Is there enough space to allow for accessibility of voter?			

PLEASE FAX THIS FORM AS SOON AS POSSIBLE

Hidalgo County Elections Department
(956) 784-8689



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action on request from Valley Initiative for Development and Advancement (V.I.D.A) for the usage of the Development Research Center Meeting Room on Saturday, May 12, 2018 to host an orientation event.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: V.I.D.A. a non-profit agency is requesting the usage of the D.R.C.'s Meeting Room on May 12, 2018, at no cost to host an education and training for the undeserved residents of our region.

Financial Consideration: They are requesting to waive the fee of \$200.00

Staff Recommendation: City Commission approve this item

Alternatives: n/a

ROUTING:

Elva Guajardo
Sergio Alanis
City Management Office

Created/Initiated - 04/11/2018
Approved - 04/11/2018
Final Approval - 04/13/2018



April 5, 2018

Mr. Sergio Alanis
Pharr Public Works

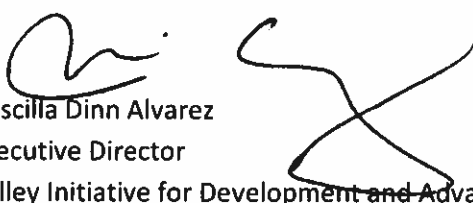
Dear Mr. Alanis,

Valley Initiative for Development and Advancement (VIDA) is a community based, non-profit 501 (c) (3) agency. Created in 1995, VIDA was the result of a local effort led by community leaders of Valley Interfaith and private industry business leaders. The impetus was the need to empower the underserved residents of our region with the tools, education and training to become self-sufficient while fueling the growth of the existing employers and increasing the recruitment of new investment to the area by developing a highly skilled workforce.

Valley Interfaith has been working on a plan to have VIDA host some orientations in Pharr to make it easier for your residents to access our services. I would respectfully ask that you consider allowing us the use of your facility and waiving the fee so that we may host a VIDA orientation for all Pharr residents interested in attending.

We have a date of May 12th or May 19th, from 1:30 – 3:00 that would be ideal. Valley Interfaith will work with the churches and the city to promote the date. Please feel free to call me at (956) 499-5560, ext 123 if you have any questions.

Best,



Priscilla Dinn Alvarez
Executive Director
Valley Initiative for Development and Advancement
(956) 903-1900 Ext. 110



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.G.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on request from PSJA ISD to waive rental fees of the Pharr Events Center on Monday, April 30, 2018 for the Tri-City Honor Choir Concert from 8:30 am - 9:00 pm.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: PSJA is requesting City of Pharr waive rental fees of Pharr Events Center for Monday April 30, 201 to hold Tri City Choir Concert from 8:30 am - 9:00 pm.

Financial Consideration: Amount to be waived, if approved, would be \$3,000.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this request.

ROUTING:

Gary Rodriguez

Karla Moya

City Management Office

Created/Initiated - 04/11/2018

Approved - 04/12/2018

Final Approval - 04/13/2018



PHARR-SAN JUAN-ALAMO ISD

Office of Support Services

Rene Campos, Asst. Superintendent for Support Services

April 10, 2018

City of Pharr
Juan Guerra, City Manager
118 S. Cage
Pharr, TX 78577

Dear Mr. Guerra:

The Pharr-San Juan-Alamo Independent School District is requesting the use of the Pharr Event Center to host the Tri-City Honor Choir Concert on **Monday, April 30, 2018 from 8:30 AM – 9:00 PM.**

We greatly appreciate your support in making a difference in PSJA and for being our partner in education. If you have any questions or need additional information, please call me at (956) 354-2053.

Sincerely,

Rene Campos
Asst. Superintendent for Support Services

START COLLEGE NOW! COMPLETE EARLY! GO FAR!

601 E. Kelly St., Pharr, TX 78577 P: (956) 354-2000 F: (956) 354-3001 www.psjaisd.us

It is the policy of Pharr-San Juan-Alamo ISD not to discriminate on the basis of sex, disability, race, color, religion, national origin or age.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.H.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on street closure for the 2018 Shattered Dreams presentation at Buell Central High School.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and P.S.J.A. ISD

What : Shattered Dreams Presentation

Where: Buell Central High School 218 E. Juarez. Street closure will be the 300 block of

N. Athol St. Barricades for closure are requested.

When: April 27th 2018 10:00 A.M-12:00 P.M.

Why: The Pharr Police Dept. and PSJA ISD present to you the Shattered Dreams program. The "Shattered Dreams" program involves the dramatization of an alcohol-related crash on or near a high school campus, complete with fire, police and EMS response, emergency room treatment, family notifications, and the arrest and booking of the driver. The presentation is geared at being proactive with the community and educating the youth on issues dealing with underage alcohol drinking.

Financial Consideration: None at this time.

Staff Recommendation: I recommend approval.

Alternatives: N/A

ROUTING:

Jose Luengo
City Management Office

Created/Initiated - 04/11/2018
Final Approval - 04/12/2018





April 27, 2018 @10am

Shattered Dreams Vol III-Prom Night

Live reenactment DWI crash scene

The Pharr Police Dept. and PSJA ISD present to you the Shattered Dreams program. The "Shattered Dreams" program involves the dramatization of an alcohol-related crash on or near a high school campus, complete with fire, police and EMS response, emergency room treatment, family notifications, and the arrest and booking of the driver. This event will be taken place at Buell Central High School (218 E. Juarez Pharr, TX) at 10am. This event will involve a red carpet premier for the actors and then followed by a motion picture premier of the film. The audience will then be escorted to view the mock crash scene outside of the campus thereafter. If you have any questions or concerns please reach out to Officer Joseph Garcia (956)207-8477.

Breathtaking

Experience!!

**Red Carpet
Premier**

Movie Premier

**Experience 1st
person view of a
alcohol related
crash**

**Can't wait to see
you here!**

BUELL CENTRAL HIGH SCHOOL

218 E. Juarez
Pharr, TX 78577

(956)207-8477

April 27, 2018

10am



COLLEGE³
READY. CONNECTED. COMPLETE™

SHATTERED DREAMS VOL III REFLECTION 2018

PROJECT/EVENT	SHATTERED DREAMS DWI REENACTMENT	Facility- Buell Central High School
ORGANIZER	PHARR POLICE OFFICER JOSEPH GARCIA	Date- April 27th from 10am-12pm Resources- Pharr Police Dept, Pharr Fire Dept, Pharr Traffic Safety, Pharr IT Media, Hidalgo Count EMS, Valley Memorial Funeral Home (Hearse) Pharr Police Dept- CAPE and SRO provide scene control Pharr Fire Dept- Assist with reenactment Pharr Traffic Safety- Barricade Juarez/Athol, Athol and Hawk E/B and W/B Traffic Pharr IT Media- Photographs and Video HC EMS- Assist with reenactment Memorial Funeral Home- Providing Hearse for Reenactment

PROJECT PHASE	STARTING	ENDING
RED CARPET PREMIERE	10am	10:15am
INTRODUCTION/ GUEST SPEAKERS	10:15am	10:45am
SHORT FILM PRESENTATION	10:45am	11am
ACTOR WARNINGS AND ESCORT TO WESTSIDE OF CAMPUS	11am	11:10am
REENACTMENT	11:15am	11:45am
CLOSING REMARKS AND CLEAN UP	11:45am	12pm



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.

DATE SUBMITTED: April 12, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action 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 - 04/12/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.1.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1610 West Expressway 83. **CUP#100103**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#100103**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to 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 - 04/10/2018

Approved - 04/11/2018

Approved - 04/11/2018

Final Approval - 04/11/2018



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

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

April 16, 2018

Executive Summary Letter

Conditional Use Permit Renewal for ABC –

Pappadeaux Seafood Kitchen

Background:

Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 7th renewal for Pappadeaux Seafood Kitchen.

The property is located at 1610 West Expressway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPS\ABC\RNWL_PAPPAS RESTAURANTS, INC dba PAPPADAEUX SEAFOOD KITCHEN_2010



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 16, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#100103 (PAPPADEAUX SEAFOOD KITCHEN)
--

GENERAL INFORMATION:

APPLICANT: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

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

LOCATION: The property's physical address is 1610 West Expressway 83.

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

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

HEALTH DIVISION

Recommends approval of
the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.

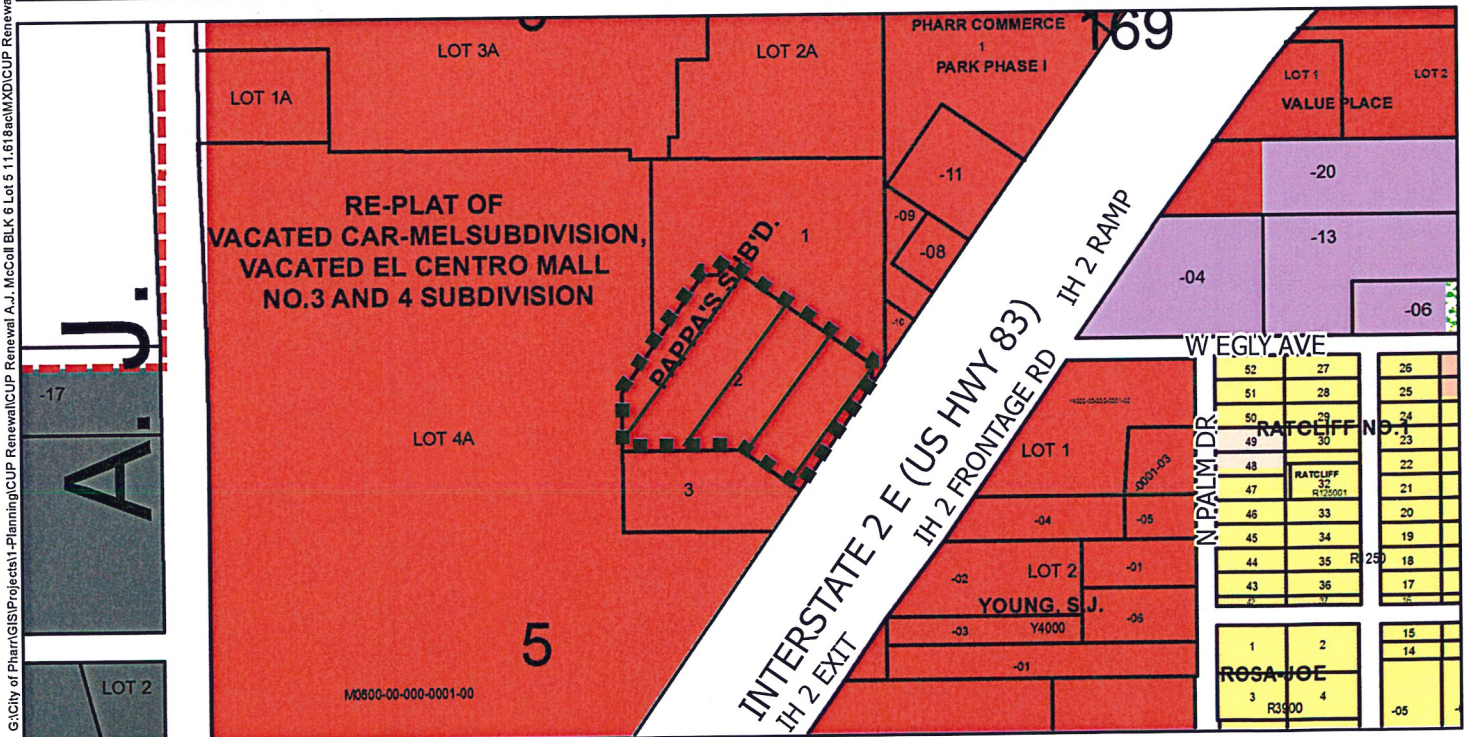
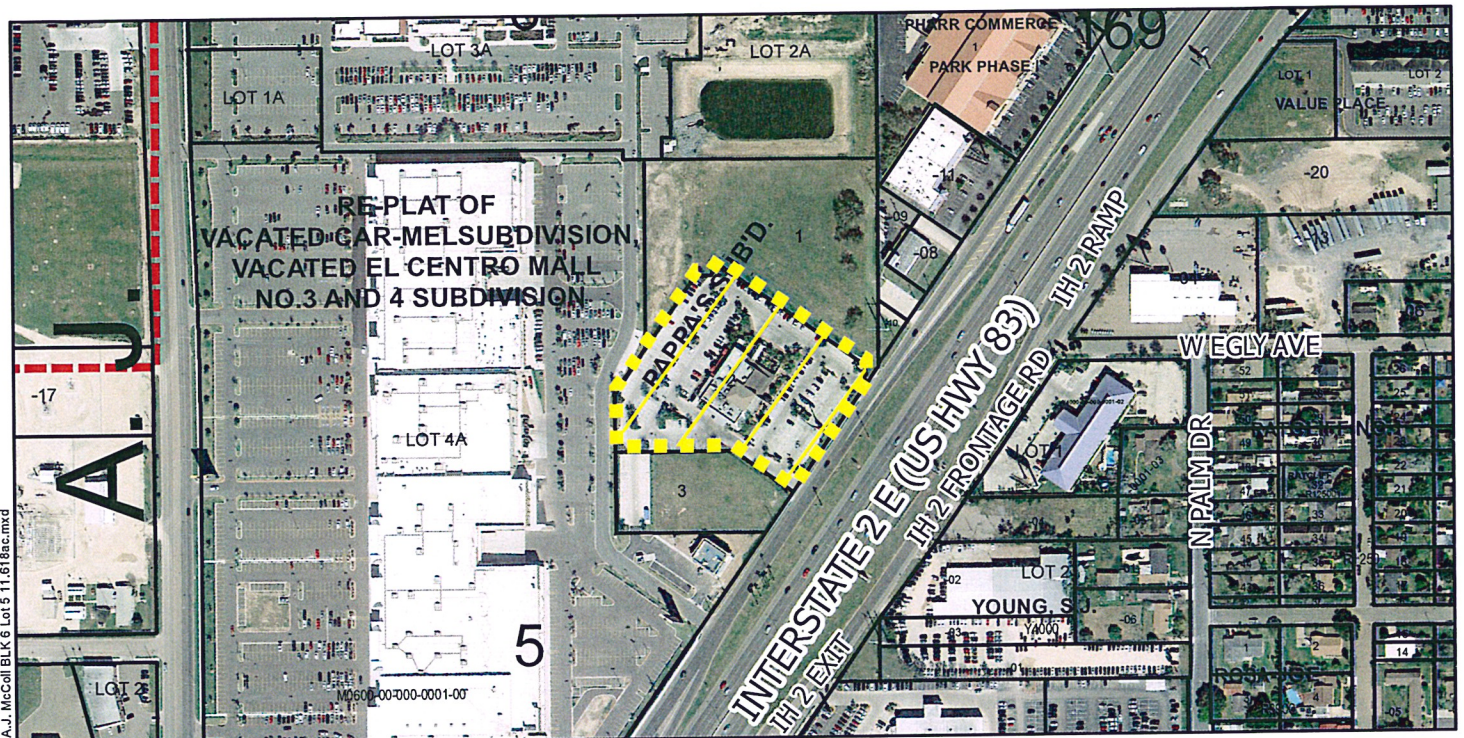
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

Development Services is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to 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 #: 4.1.2.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sandra L. Gomez, d/b/a Desperados Saloon II, 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 Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5826 South Cage Boulevard. **CUP#160208**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Sandra L. Gomez, d/b/a Desperados Saloon II, 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). **CUP#160208**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal request for the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) 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 - 04/10/2018

Approved - 04/11/2018

Approved - 04/11/2018

Final Approval - 04/11/2018



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 16, 2018

Conditional Use Permit for ABC –

Desperados Saloon II

Background:

Sandra L. Gomez, d/b/a Desperados Saloon II, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Desperados Saloon II.

The property is located at 5826 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_S Gomez dba Desperados Saloon II_2016



MEMORANDUM

DATE: MONDAY, APRIL 16, 2018
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT AND LATE HOURS PERMIT RENEWAL FOR ABC – FILE NO. CUP#160208 (DESPERADOS SALOON II)
--

GENERAL INFORMATION:

APPLICANT: Sandra L. Gomez, d/b/a Desperados Saloon II, 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 Lots 14 and 15, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5826 South Cage Boulevard.

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

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

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

FIRE DEPARTMENT:

Recommends approval of
the Conditional Use Permit.

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

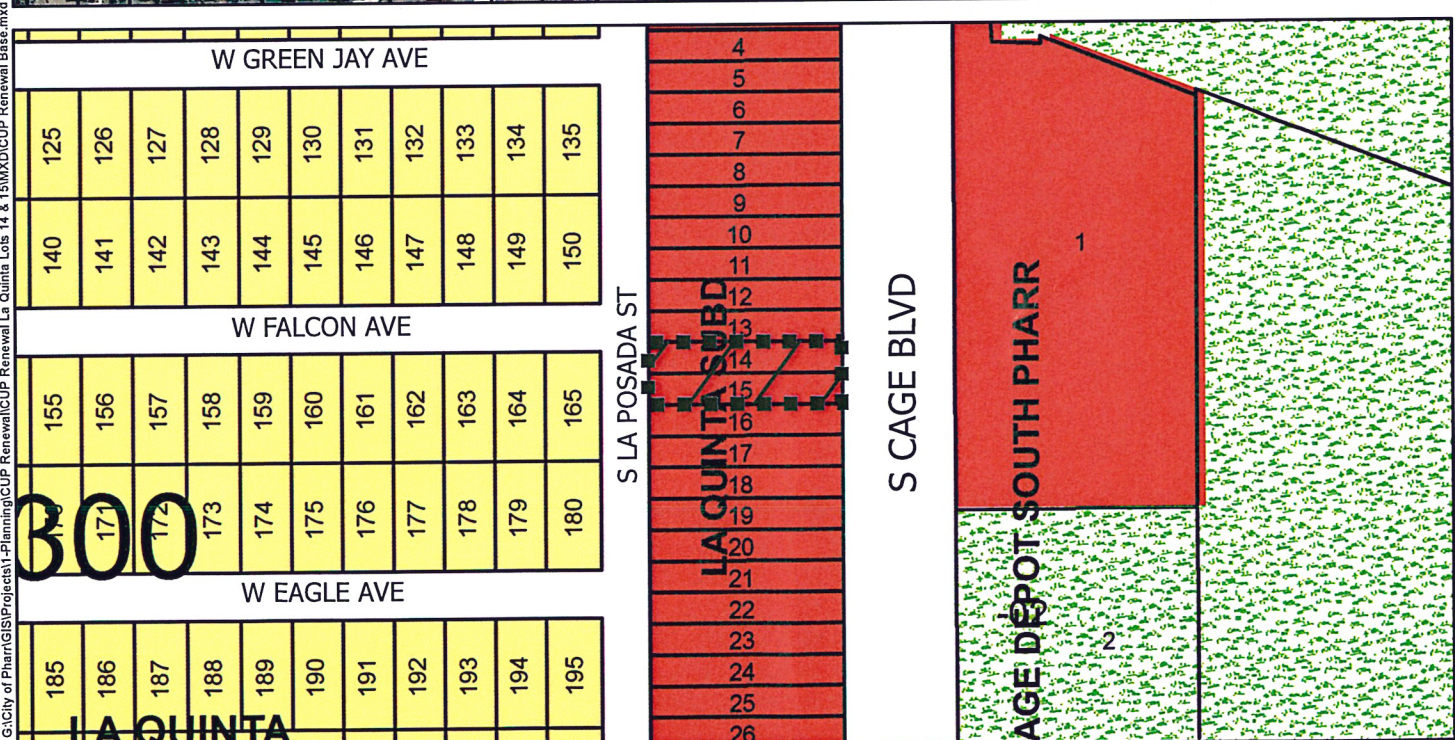
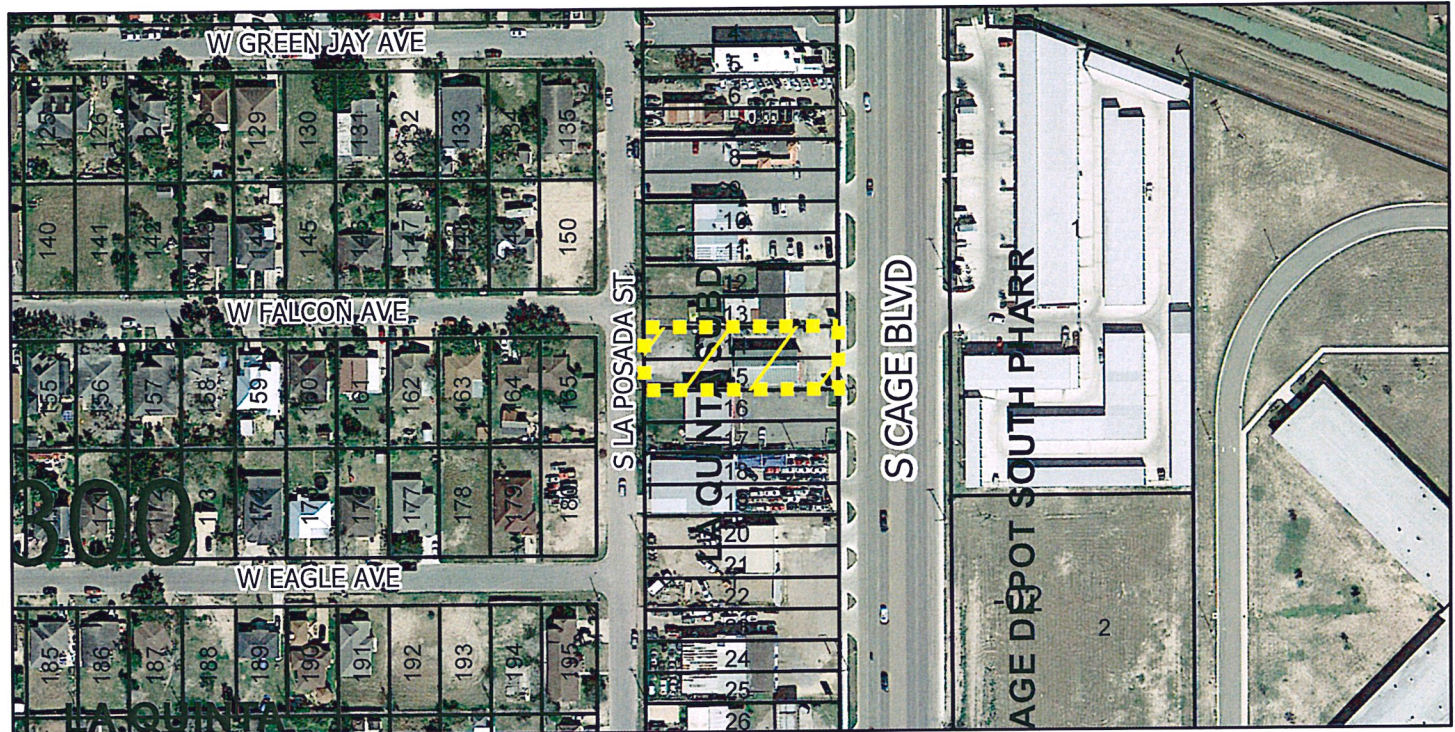
Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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

Conditional Use Permit Renewal
La Quinta Subdivision Lots 14 & 15
Desperados Saloon II/ Sandra L. Gomez



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 2/23/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.3.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sebastian A. Sobczak, dba La Ofrenda, LLC, 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 Limited Industrial District (L-I). The property is legally described as Lot A, Re-Plat of Lots 9 & 10, Steel Horse Industrial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5704 North Gumwood. **CUP#130109**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Sebastian A. Sobczak, dba La Ofrenda, LLC, 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 Limited Industrial District (L-I). **CUP#130109**

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 Limited Industrial District (L-I) provided the applicant and site 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 - 04/10/2018
Approved - 04/11/2018
Approved - 04/11/2018
Final Approval - 04/11/2018



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 16, 2018

Conditional Use Permit for ABC –

Golazo's Stadium

Background:

Sebastian A. Sobczak dba La Ofrenda LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 5th renewal for Golazo's Stadium.

The property is located at 5704 North Gumwood. It is zoned Limited Industrial District (L-I) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_S SOBCHAK rep LA OFRENDA LLC dba GOLAZO LP_2013



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 16, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#130109 (GOLAZO)
--

GENERAL INFORMATION:

APPLICANT: Sebastian A. Sobczak, dba La Ofrenda, LLC, 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 Limited Industrial District (L-I).

LEGAL DESCRIPTION: The property is legally described as Lot A, Re-Plat of Lots 9 & 10, Steel Horse Industrial Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5704 North Gumwood.

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to the north, Single-Family Residential District (R-1) to the south, Agricultural Open Space District (A-O) to the east and Limited Industrial District (L-I) to the west. The area is generally designated for manufactured home 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 DEPARTMENT:

Recommends approval of the Conditional Use Permit.

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

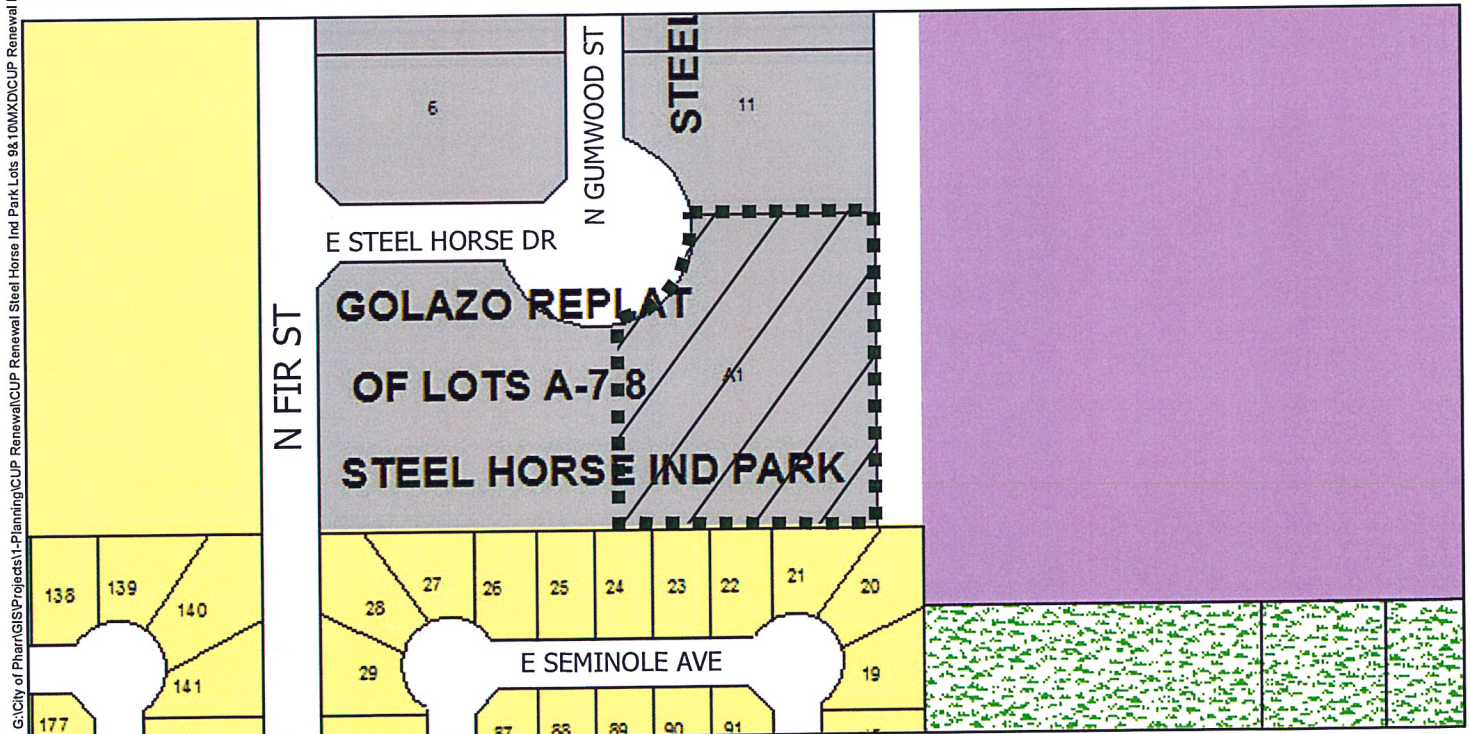
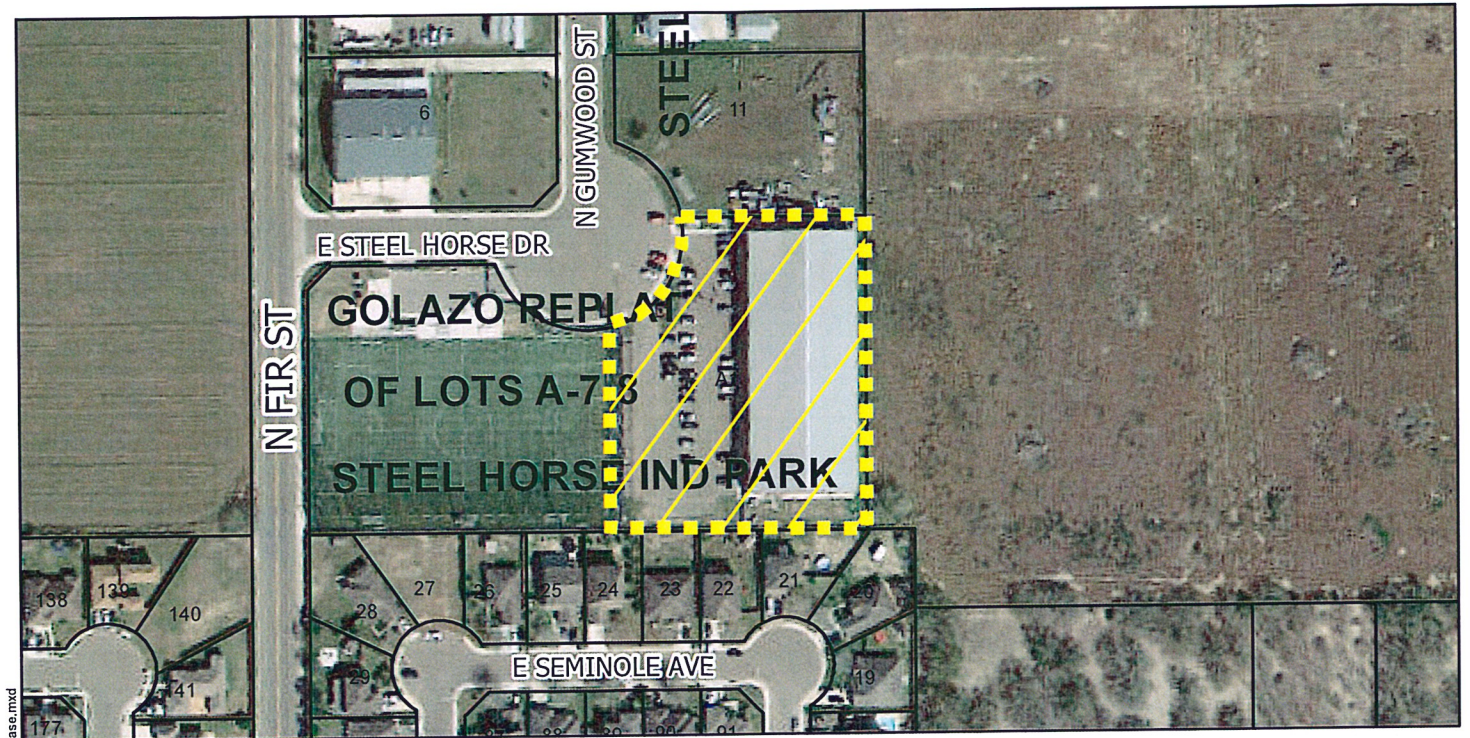
PLANNING DIVISION:

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 Limited Industrial District (L-I) provided the applicant and site 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 | |

Scale: 1 inch = 200 feet

0 100 200 400 600 800 Feet



Date: 4/10/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.I.4.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Lady B. Segundo, d/b/a The Alley Cabana Bar & Grill, has filed with the Planning and Zoning Commission a request for 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 4 & 5, La Quinta Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5808 South Cage Boulevard. **CUP#180210**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Lady B. Segundo, d/b/a The Alley Cabana Bar & Grill, has filed with the Planning and Zoning Commission a request for Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#180210**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval the request for 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) for a period of six months subject to site being in compliance with all City Ordinances and City Department requirements. After the six months the item will be presented for consideration of the remaining six months.

Alternatives: N/A

ROUTING:

Angie Resio

Created/Initiated - 04/10/2018

Roland Gomez

Approved - 04/11/2018

Melanie Cano

Approved - 04/11/2018

City Management Office

Final Approval - 04/11/2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 16, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#180210 (THE ALLEY CABANA BAR & GRILL)

GENERAL INFORMATION:

APPLICANT: Lady B. Segundo, d/b/a The Alley Cabana Bar & Grill, has filed with the Planning and Zoning Commission a request for 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 4 & 5, La Quinta Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 5808 South Cage Boulevard.

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

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

FIRE DEPARTMENT: Property vacant at this time. Will request inspections and require approval prior to

**CODE COMPLIANCE
DIVISION:**

issuance of Conditional Use Permit.
Property vacant at this time.
Will request inspections and require approval prior to issuance of Conditional Use Permit.

HEALTH DIVISION:

Property vacant at this time.
Will request inspections and require approval prior to issuance of Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

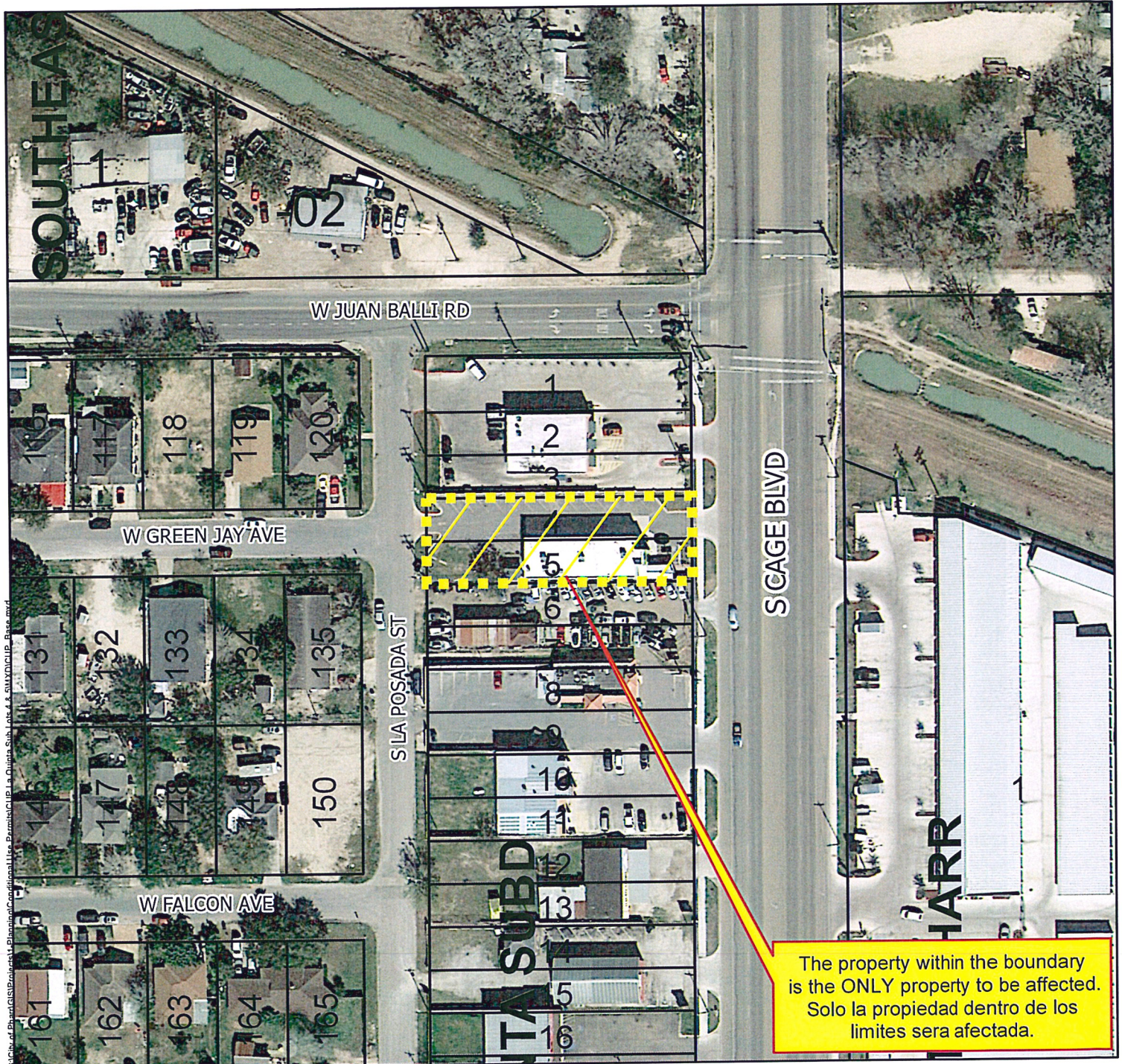
Twenty-seven (27) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending approval the request for 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.

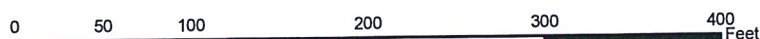
**PLANNING & ZONING
COMMISSION:**

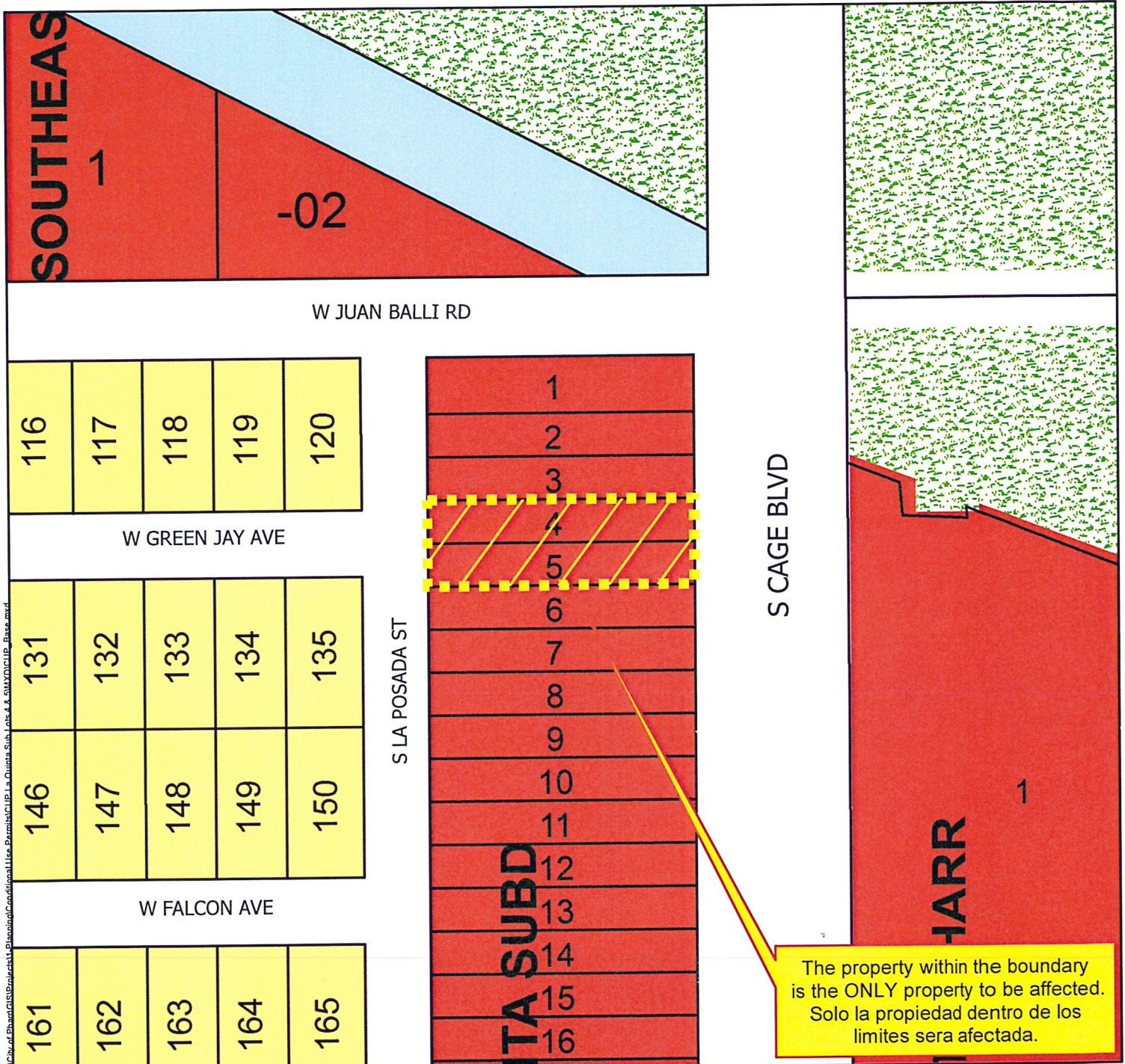
The Planning and Zoning Commission voted unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) for a period of six months subject to site being in compliance with all City Ordinances and City Department requirements. After 6 months the Planning and Zoning Commission will review the Conditional Use Permit and approve or deny for the remaining 6 months.



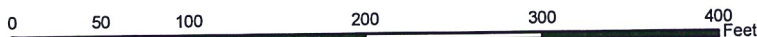
Agricultural Open Space	Townhouse	Heavy Commercial	Valley View ISD
Single Family	HUD Code	Heavy Industrial	Planned Unit Development
Single Family Small Lot	Rail Road R.O.W.	Limited Industrial	
Two Family	Government Owned	Neighborhood Commercial	
Medium Density Multi-Family	General Business	Office Professional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

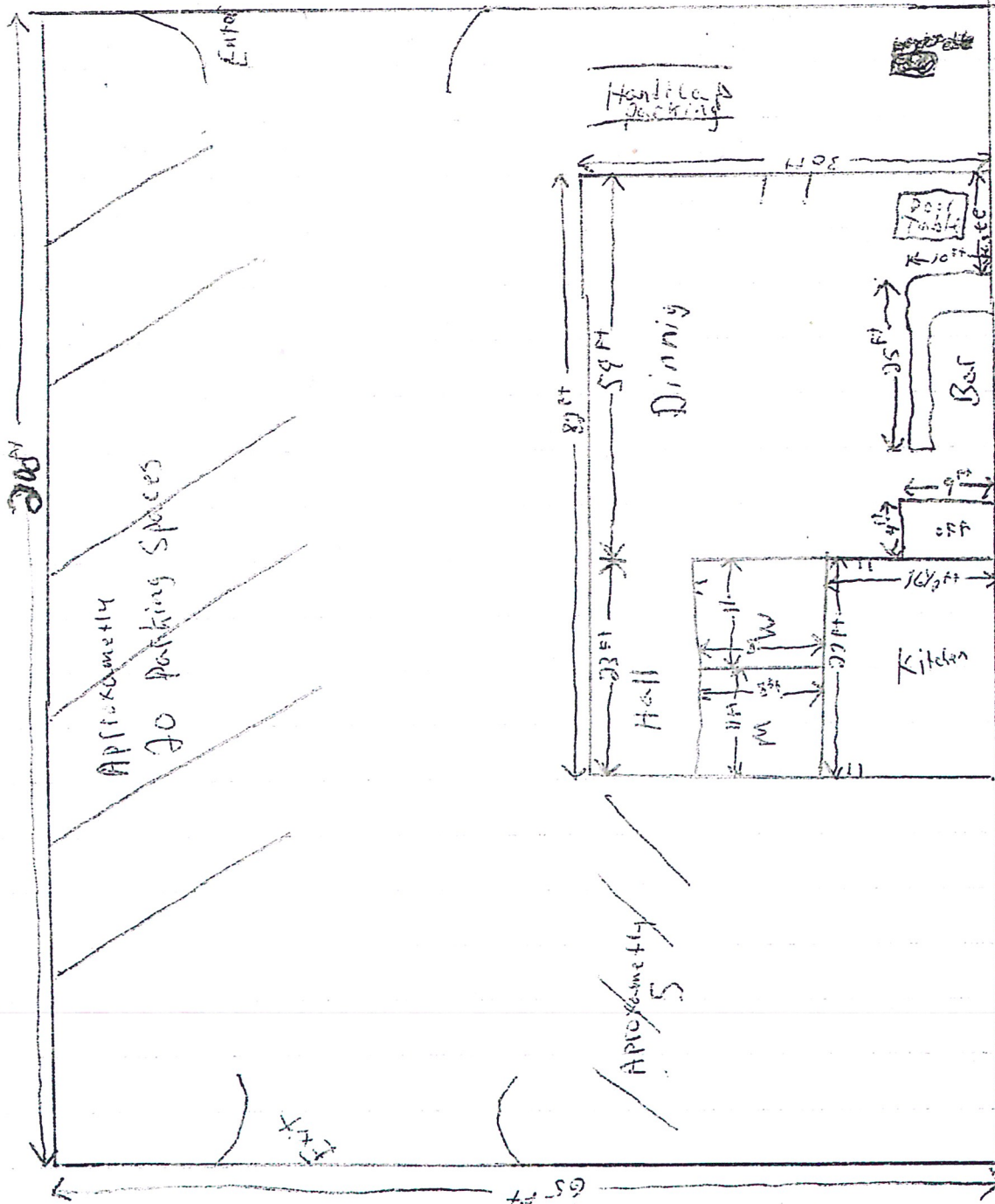




All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



W
Cage BLVD



The alley cabana

menu

Drinks

Coke 2

Sprite 2

Dr. pepper 2

Bottled water 2

drafts

bud light 2

Budweiser 2

Modelo
tecate 3

domestic

bud light 3

Budweiser 3

2

imports

dos xx 3

corona 3

ultra light 3

Appetizers

- Chicken Tostadas 2
- Salsa and chip 2
- Seasoned wings 2

Mini tacos 2

Entrees

(all entrees served with rice and beans)

- ENCHILADAS 5
 - CHICKEN OR BEEF

- BURRITOS 4
 - BEEF

- TAMALES 4
 - PORK OR CHICKEN

- QUESADILLAS 5
 - CHESSE OR CHICKEN





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 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 - 04/11/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.J.1.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: CDSmuery Engineers, representing, Todd Ireland, Real Estate Management Manager for AEP Texas central company is requesting preliminary plat approval of the proposed AEP North Pharr Subdivision. The property is legally described as being a 20.836 acre tract of land lying in Porcion 69, Juan Jose Hinojosa Survey, Abstract 40, same being a portion of Lot 93, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 200 block of E. Minnesota Road. **SUB#180105**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: CDSmuery Engineers, representing, Todd Ireland, Real Estate Management Manager for AEP Texas central company is requesting preliminary plat approval of the proposed AEP North Pharr Subdivision. **SUB#180105**

Financial Consideration: N/A

Staff Recommendation: Development Services recommends preliminary plat approval of the proposed AEP North Pharr Subdivision WITH the variance subject to the listed conditions.

Alternatives: N/A

ROUTING:

Angie Resio

Created/Initiated - 04/10/2018

Roland Gomez

Approved - 04/11/2018

Melanie Cano

Approved - 04/11/2018

Patricia Rigney

Approved - 04/11/2018

City Management Office

Final Approval - 04/11/2018



MEMORANDUM

DATE: MONDAY, APRIL 16, 2018
TO: MAYOR AND CITY COMMISSION
THROUGH: JUAN GUERRA, CITY MANAGER
FROM: DEVELOPMENT SERVICES

SUBJECT: AEP NORTH PHARR SUBDIVISION FILE NO. SUB#180105

GENERAL INFORMATION:

APPLICANT: CDSmuery Engineers, representing, Todd Ireland, Real Estate Management Manager for AEP Texas central company is requesting preliminary plat approval of the proposed AEP North Pharr Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 20.836 acre tract of land lying in Porcion 69, Juan Jose Hinojosa Survey, Abstract 40, same being a portion of Lot 93, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 200 block of E. Minnesota Road.

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

PROPERTY PROPOSED USE: Electrical substation.

VARIANCES: See attach letter.

RECOMMENDATIONS: Development Services recommends preliminary plat approval of the proposed AEP North Pharr Subdivision **WITH** the variance subject to the following conditions:

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

1. Verify the 50' R.O.W. dedicated along the frontage is it already dedicated or proposed.
2. A 1/3 road escrow must include the following for a 22' wide section- 3-inch HMAC, 10-inch base, 10-inch stabilized subgrade, 24-inch reinforced curb & gutter and 5' sidewalk.
3. Provide distance for R.O.W., along frontage & E. Minnesota Rd.
4. Verify the additional R.O.W. dedication along E. Minnesota Rd.

EASEMENTS:

1. Show dimensions for easements.
2. The 30' H.C.I.D.#2 easement is abandon Vol.19 Pg. 129, need to verify the HCID #2.(along frontage)
3. Need 15' utility easement exclusive to City of Pharr.
4. On the south east property line verify the order of the easement placement.

**SIDEWALK:
ADA:**

1. Plat note No. 9, sidewalk also go along E. Minnesota Rd.

FIRE PROTECTION:

1. See attach comments.

WATER:

1. Need a U.I.R from TxDot.
2. Need to replace 8-inch a/c water line to 12-inch PVC C900 DR18 to and through the property.
3. Water line will need a 9' separation from the sewer line.
4. A/C line to be abandoned in place.
5. Follow City of Pharr construction Standards Manual.

SEWER:

1. Need a U.I.R. from TxDot.
2. Will allow 6" sewer service to tie into M/H with drop structure.
3. Need 9' separation from water line.
4. Follow City of Pharr construction Standards Manual.

DRAINAGE:

1. Need to use detention directive.
2. Approved drainage report signed and sealed by professional engineer.
3. Pate note No.1, community panel number does not match what is in drainage report.
4. Area used in calculations is 18.25 acres, but property is 20.1 acres.
5. Include copy of FEMA map (show location of site and community panel number & revision date).

6. Include copy of soil map for site.
7. Drainage report stated existing drainage system belongs to TxDot. Contact TxDot for their approval of bleeder line connection (for building permit, not subdivision phase).
8. Recommending connecting bleeder line to culvert at 90 degree angle.

OTHER:

1. Combine plat notes # 4 and 16.
2. Provide S.W.P.P.P., one copy for review, three for finalization.
3. Add plat note: Erosion and Sediment control during construction shall be in accordance with the current (TPDES) Texas Pollution Discharge Elimination System.
4. Use the benchmark on the plat layout and note the one listed on plate note #10.
5. Label all monuments around the property.
6. On the owners signature block make sure to match name of subdivision.
7. Notary verify the county and name.
8. Verify HCID#2 signature block for spelling "ay" ANY.
9. Plat note #5, remove.
10. Plat note #11, remove.
11. Show the recorded subdivisions names on plat layout.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary plat approval of the proposed AEP North Pharr Subdivision WITH the variance.



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



Subdivision: AEP North Pharr Subdivision Review

Reviewed By: Jacob Salinas Fire Marshal 7.8 Date: April 5, 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:

☒ The existing 8-inch AC waterline running along N 281 from property line to property line needs to be upgraded to 12-inch PVC waterline.



April 3, 2018

Planning and Zoning Commission
118 S. Cage Blvd.
Pharr, TX 78577

RE: PLANNING AND ZONING COMMISSION REQUEST FOR VARIANCE FOR WATER & SANITARY SEWER SERVICES – AEP NORTH SUBDIVISION LOT 1, BLOCK 1

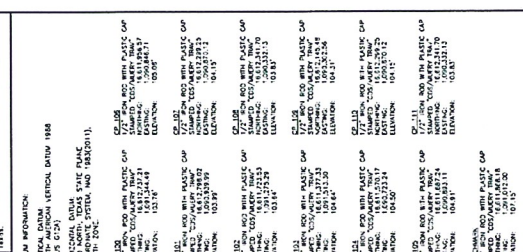
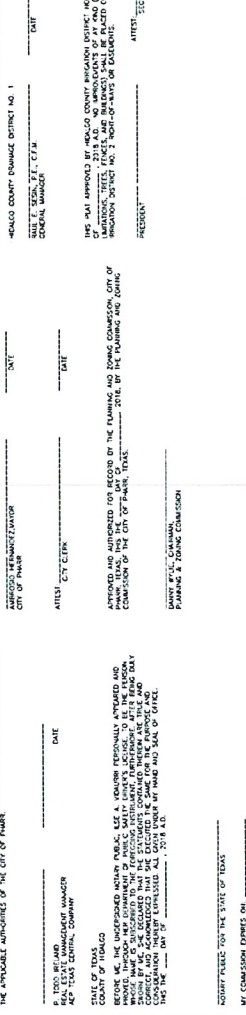
CDS Muery, on behalf of AEP Texas, respectfully requests a variance for Sanitary Sewer and Water service connections for the Pharr 138 kV Electrical Substation and STATCOM site, located at 326 E. Minnesota in Pharr, TX. Design and construction of AEP electrical substations are built to be self-sufficient and do not require habitable structures nor permanent employees on site to maintain daily operations. Therefore, NO water or sanitary sewer services are required for the site and are intentionally omitted from electrical substation designs.

Per the Pharr North Subdivision plat review meeting, held on 3/28/18 in the City's Development Services office, site utility requirements were discussed in detail with Mr. Jose Villescas (Pharr Director of Public Utilities) and Mr. Jacob Salinas (Pharr Fire Marshall), and they did not have any objections or raise any concerns with omitting service connections to the site. The site does currently have existing water and sanitary sewer lines located on AEP property along Cage Rd., however, installation of service connections would be unnecessary, costly and pose a future maintenance liability for the City of Pharr. Therefore, CDS respectfully requests a variance for Sanitary Sewer and Water service connections to the site.

Respectfully,

A handwritten signature in blue ink that reads "Juan A. Ludwig".

Juan A. Ludwig, P.E., C.F.M.

[illegible]

 CEC ENGINEERING	 AEP TEXAS A unit of American Electric Power	DESIGNED BY _____		BY _____
		DRAWN BY _____		
		CHECKED BY _____		REVISION
		REVIEWED BY _____		
		DATE _____		DATE



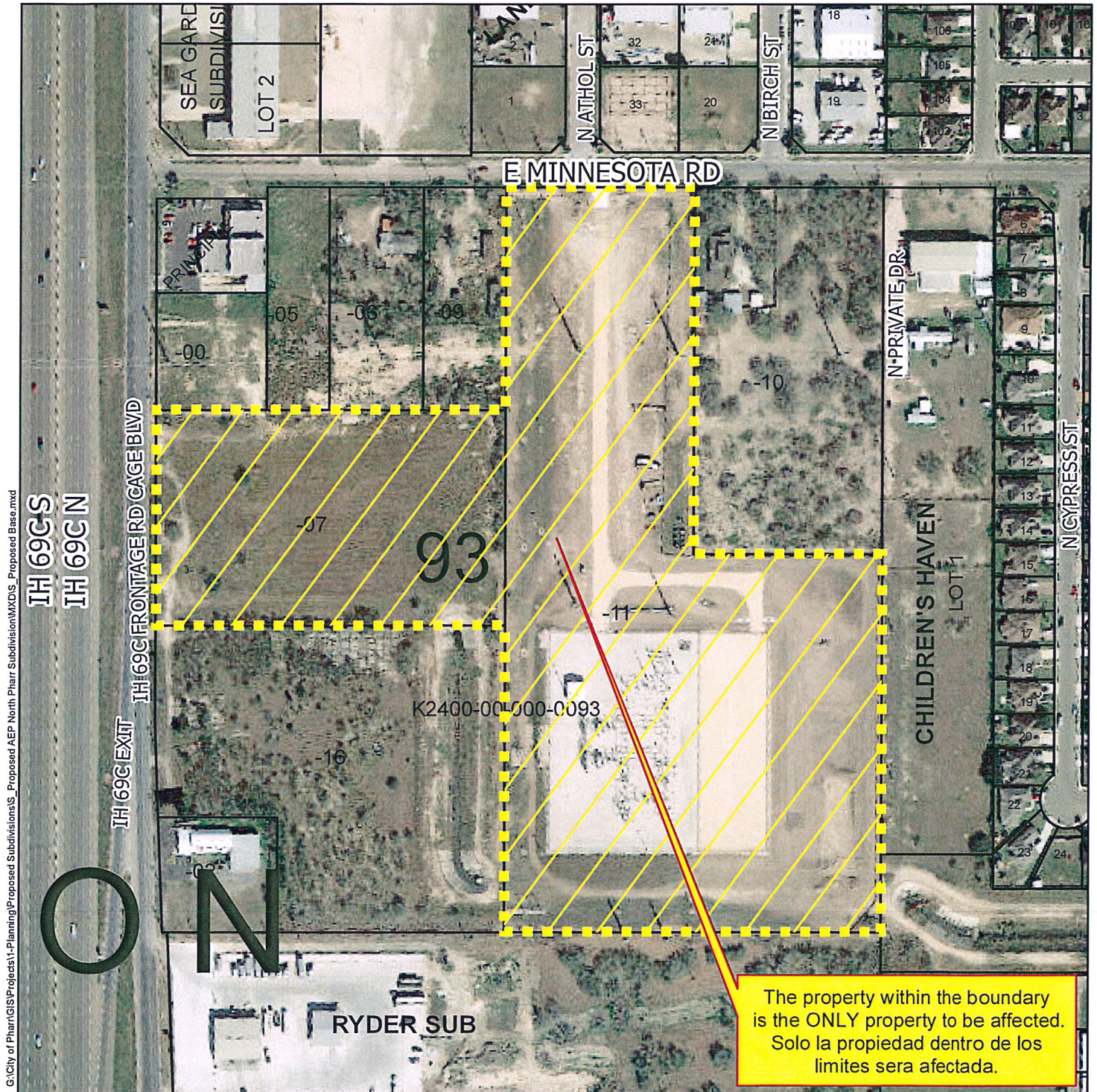
SMUERY
SURVEYORS & SURVEYORS
10001 W. VAN HORN LANE, SUITE 100, DALLAS, TEXAS 75241

AEP NORTH PHARR SUBDIVISION
LOT 1, BLOCK 1

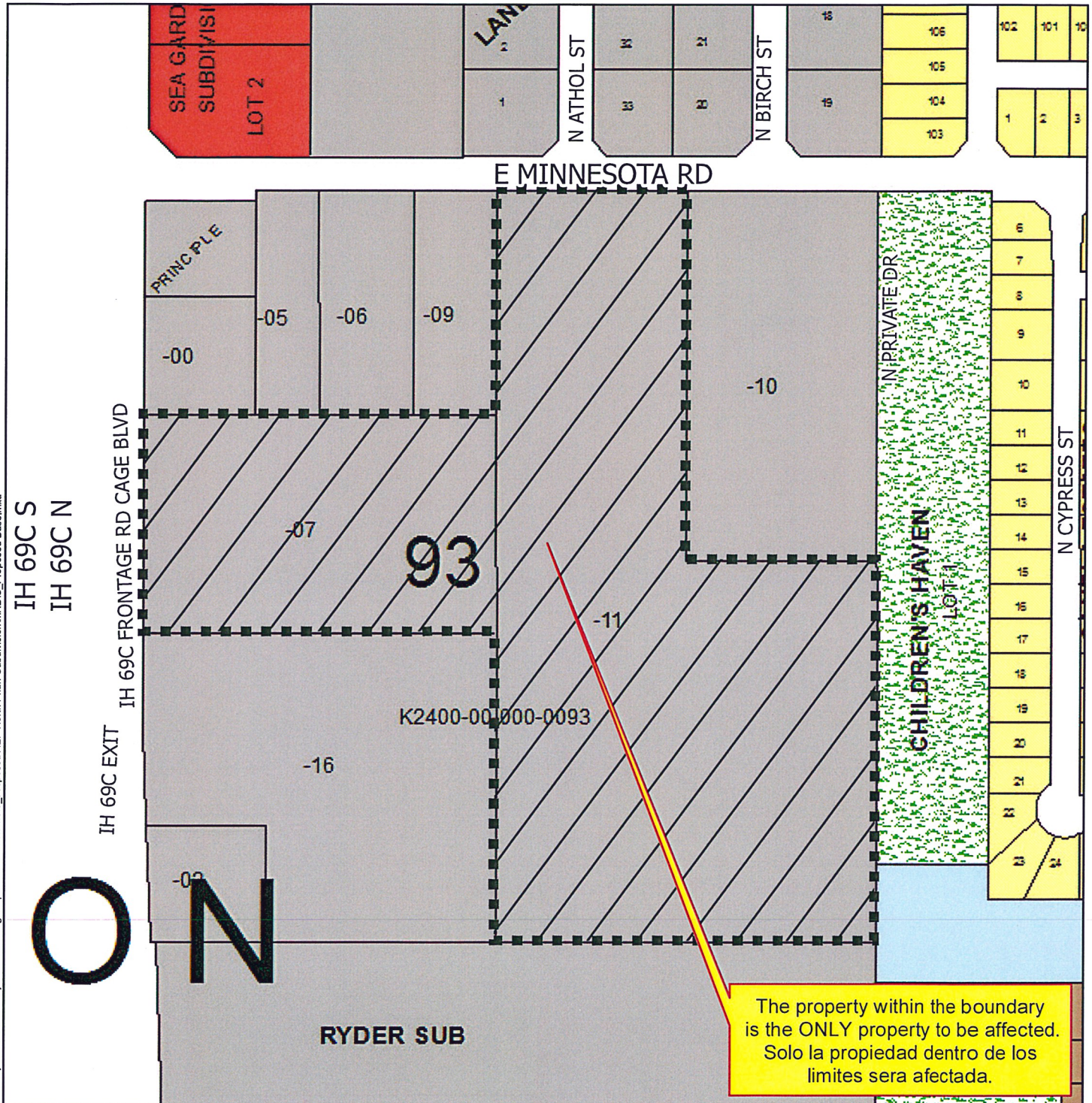
AEP TEXAS INC.
HIDALGO COUNTY, TEXAS

SHEET NO. 1
OF 1 SHEETS

FILE NO. 114021_PAT.dwg



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\AEP North Pharr Subdivision\MXDS_Proposed Base.mxd





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: April 10, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance relating to On-Site Queuing Requirements. *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Recently, the City of Pharr has seen a profound impact on commercial establishments that include but is not limited to: drive through facilities that may adversely impact the surrounding neighborhoods by traffic generation, employee parking demand, and cumulative impact of such demands in one area. Stacking spaces (queue spaces) shall be provided to lessen congestion in the streets and to allow the safe conduct of drive-through establishments without interference by or to other on-site activities. They shall not affect, obstruct, and/or impede the flow of traffic on any public right of way,

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Angie Resio

Created/Initiated - 04/10/2018

Roland Gomez

Approved - 04/11/2018

Melanie Cano

Approved - 04/11/2018

Patricia Rigney

Approved - 04/11/2018

City Management Office

Final Approval - 04/12/2018

AN ORDINANCE AMENDING APPENDIX A, ZONING, ARTICLE IV, MINIMUM OFF-STREET PARKING AND LOADING REQUIREMENTS BY ADDING SEC. 1.57, "ON-SITE QUEUING REQUIREMENTS" TO THE CODE OF ORDINANCES OF THE CITY OF PHARR, TEXAS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; DECLARING A PENALTY; PROVIDING FOR APPEALS; PROVIDING FOR APPLICABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF, REPEALING ALL ORDINANCES IN CONFLICT; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Pharr Zoning Ordinance currently provides standards and requirements regarding off-street parking and loading; and

WHEREAS, the standards and requirements has been deemed necessary and appropriate for drive through facilities; and

WHEREAS, the regulation of drive-in/drive-through facilities with development standards to ensure that the design and operation of such uses effectively alleviate associated problems with traffic, congestion, excessive pavement, litter, and noise; and

WHEREAS, the regulation of drive-through businesses is to ensure compatibility of such uses with surrounding uses and properties and to avoid any impacts associated with such uses; and

WHEREAS, queuing spaces shall be provided to lessen congestion in the streets and to promote safer and more efficient on-site vehicular and pedestrian circulation; and

WHEREAS, in accordance with Article I, Section 3 of the Pharr City Charter, the enumeration of powers granted and authorized by the charter shall not be held or deemed exclusive, but shall be in addition to the powers appropriate for the exercise necessary of local self-government, and shall all powers granted by law, constitution and ordinance; and

WHEREAS, the City Commission of the City of Pharr desires to adopt an ordinance implementing queuing requirements for facilities/businesses, which have drive-in/drive- through services.

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

SECTION 1: The Code of Ordinances of the City of Pharr, Texas is hereby amended at Appendix A, Zoning, Article IV by adding Sec. 1.57 (“On-Site Queuing Requirements”) to read as follows:

ON-SITE QUEUING REQUIREMENTS

Sec. 1.57.1 - PURPOSE AND INTENT

The purpose of this section is to ensure that commercial businesses that include but is not limited to: drive-in/drive-through facilities that do not result in adverse impacts on surrounding neighborhoods by reason of customer and employee parking demand, traffic generation, noise, light, litter, or cumulative impact of such demands in one area. Stacking spaces (queue spaces) shall be provided to lessen congestion in the streets and to allow the safe conduct of drive-through transactions without interference by or to other on-site activities. Drive through facilities/establishments shall not affect, obstruct, and/or impede the flow of traffic on any public right-of-way (ROW).

Sec. 1.57.2 – APPLICABILITY

Any new site with new development, redevelopment, or change in use that uses drive-through facilities that includes but is not limited to: Drive-in/drive-through facilities, fast food or take-out restaurants, snack stores, and/or snow-cone establishments, which may be permitted subject to the standards of the underlying district and special conditions listed in this section.

Sec. 1.57.3 – DEFINITIONS

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

- 1) *Drive through(s)*** – a business that is designed so that customers can be served while remaining in their motor vehicles.
- 2) *Drive through convenience store*** – a type of business that allows customers to purchase a limited range of pre-packaged household goods and groceries without leaving their motor vehicles.
- 3) *Pre-packaged foods/beverages*** – shall include foods or beverages for off-premise consumption that are not prepared on site at the location.

- 4) **Service area** – Where the service occurs.
- 5) **Stacking spaces (queuing space)** – Space occupied by motor vehicles queuing for the service to be provided.
- 6) **Storage** – Stacking of motor vehicles usually in a queue.
- 7) **Queue** - Means a sequence of motor vehicles having occupants who are awaiting their turn to be attended to or to proceed.
- 8) **Queuing time** – The time that is taken while being in a queue.

Sec. 1.57.4 DRIVE-THROUGH QUEUING

- A) **Purpose:** A drive-through shall provide adequate space for on-site activities of motor vehicles to maneuver, circulate, and queue, without impeding vehicular and pedestrian traffic on public right-of-way.
- B) **Application:** This section applies to a new drive-through development, an addition of a drive-through to an existing development without a drive-through, and a relocation of an existing drive-through.
- C) **Design and layout:**
 - 1.) A queuing lane must not interfere with:
 - I. Creating traffic, congestion and/or obstruct an intersection;
 - II. On-site circulation;
 - III. The site's driveway access, and/or;
 - IV. Create a safety hazard
 - 2.) The required minimum dimensions of a queuing space are twelve feet wide and twenty feet long.
 - 3.) A queuing lane must be identified through means such as signs, pavement markings, pavement design and landscaping
 - 4.) The drive through layout shall install the ordering station in a location to increase the stacking length upstream of the ordering stations to reduce the time a vehicle will wait in the queue.

5.) Establishments shall be required to designate a waiting area for high demand goods and/or services that require additional wait time.

D) **Minimum number of queuing spaces:** The following minimum numbers of queuing spaces are required;

<u>Type of Drive-Through</u>	<u>Minimum Number of Queuing Spaces</u>	<u>Location of Head of Queuing Lane</u>
Food service, with, ordering location different than pick-up window	7 per ordering lane 4 per pick-up lane	Ordering location Pick-up window
Food service, with ordering location same as pick-up window	15 per ordering/pick-up lane	Ordering/pick-up window
Bank teller	4 per transaction lane	Teller window or transaction terminal
Automated Teller Machine (ATM)	3 per transaction lane	Automated Teller Machine (ATM)
Pharmacy	5 per drop-off/pick-up lane	Drop-off/pick-up window
Car wash, automatic	3 per service lane	Service bay entry doorway
Car wash, self-Service	3 per service lane	Service bay entry doorway
Dry cleaning or laundry	3 per drop-off/pick-up lane	Drop-off/pick-up window
Oil change station	3 per service lane	Service bay entry doorway
Other	3 per queuing lane except where site conditions or activities require otherwise in order to meet the requirements of subsections (A), (B), and (C) of this section as determined by Development Services Department	Location based on use and layout, as determined by Development Services Department

NOTE: If drive-through establishments do not meet the number of queuing spaces in the table and/or requirements listed above, a professional (to include but not limited to: professional engineer/architect) queuing design analysis must be provided and approved by the Director of Department of Development Services or designee.

SECTION 2 - VIOLATION

That a violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be a fine of not less than \$1.00 and no more than \$2,000.00, and each day a violation exists shall be a separate offense.

SECTION 3 – SEVERABILITY

If any part or parts of this ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining

parts hereof and such remaining parts shall remain in full force and effect, and to that extent this ordinance is considered severable.

SECTION 4 – SAVINGS CLAUSE

Except as hereby amended, any provisions of the Code of Ordinances or directives of the City of Pharr, Texas, not in conflict with this ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 5 – EFFECTIVE DATE; PUBLICATION

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

SECTION 6 – REPEALING CLAUSE

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

SECTION 7 – CUMULATIVE

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

SECTION 8 – PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: April 13, 2018

MEETING DATE: April 16, 2018

FROM: Sandra Zamora, Purchasing Director

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No.O-2016-39 (Purchasing Manual). *(1st Reading)*

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Upon the City Manager's request, Purchasing is seeking the City Commissions approval to amend Ordinance No. O-2016-39 amending the Purchasing Policy Manual as follows:

All final pay applications, for all construction related contracts (construction, alteration, and/or repair of any public building or prosecution of completion of any public work), that were initially awarded by the City Commission, must be approved by the Commission prior to releasing Final Payment.

Ordinance will be passed out at the City Commission Meeting.

Financial Consideration:

Staff Recommendation: Staff recommends approval to Amend Ordinance No. O-2016-39.

Alternatives:

ROUTING:

Sandra Zamora

Created/Initiated - 04/13/2018

Sandra Zamora

Approved - 04/13/2018

Patricia Rigney

New -

Karla Moya

City Management Office



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: April 9, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution concerning AEP Distribution Cost Recover Factors (DCRF) application to increase distribution rates.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: On April 3, 2018, AEP Texas, Inc. filed an application to amend its distribution cost recover factors to increase distribution rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$3.1 million (an approximately \$800,000 decrease for the Central Division and \$3.9 million increase for the North Division).

The resolution authorizes the City to join with the Cities served by AEP to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. That deadline is June 2, 2018.

Financial Consideration:

Staff Recommendation: Staff recommends approval of Resolution to deny increase of distribution rates.

Alternatives: No action on this filing.

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 04/09/2018
Approved - 04/09/2018
Approved - 04/12/2018
Final Approval - 04/13/2018

MODEL STAFF REPORT REGARDING AEP'S DISTRIBUTION COST RECOVERY FACTOR FILING

On April 3, 2018, AEP Texas Inc. ("AEP" or "Company") filed an Application to Amend its Distribution Cost Recover Factors ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of approximately \$3.1 million (an approximately \$800,000 decrease for the Central Division and \$3.9 million increase for the North Division).

The resolution authorizes the City to join with the Cities Served by AEP ("Cities") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:

The purpose of the Resolution is to deny the DCRF application proposed by AEP.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with Cities as a party in the Company's DCRF filing, PUC Docket No. 48222.
2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes Cities to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.
3. This paragraph finds that the Company's application is unreasonable and should be denied.
4. This section states that the Company's current rates shall not be changed.
5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to AEP for reimbursement.
6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
7. This section provides that AEP and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

RESOLUTION NO. R-2018-__

A RESOLUTION OF THE CITY OF PHARR, TEXAS FINDING THAT AEP TEXAS INC.'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTORS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Pharr, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company"), and a regulatory authority with an interest in the rates and charges of AEP; and

WHEREAS, the City is a member of the Cities Served by AEP ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

WHEREAS, on or about April 3, 2018 AEP filed with the City an Application to Amend its Distribution Cost Recovery Factor ("DCRF"), PUC Docket No. 48222, seeking to increase electric distribution rates by approximately \$3.1 million (an approximately \$800,000 decrease for the Central Division and \$3.9 million increase for the North Division); and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, Cities are coordinating its review of AEP's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, Cities members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 48222.

Section 2. That subject to the right to terminate employment at any time, the City of hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any

necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by AEP to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by AEP within 30 days of presentation of an invoice to AEP.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Melissa Gage, American Electric Power Service Corporation, 400 West 15th Street, Suite 1520, Austin, Texas 78701 and to Thomas Brocato, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 16th day of April, 2018.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: April 13, 2018

MEETING DATE: April 16, 2018

FROM: Rick Castro, IT Assistant Director

DEPARTMENT: Innovation & Technology

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Resolution declaring computer equipment as surplus to be donated to PEDC.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr IT department recycles computers as new computer requests come in from departments. Previous process is to send these computers to the Public Works Recycling Center which would then be sent to the McAllen Recycling Center for disposal.

Staff requests that (11) computers be declared surplus and be donated to PEDC. PEDC intends to donate these computers to PSJA ISD for their Public Wifi Pilot Project event which scheduled to take place April 21st, 2018. PSJA ISD will be installing replacement hard drives onto the donated computers to make them operational. (City hard drives will remain with the IT department and shall be targeted for destruction.)

Financial Consideration:

Staff Recommendation: Staff recommends approval of Resolution.

Alternatives:

ROUTING:

Rick Castro

Created/Initiated - 04/13/2018

Jose Pena

Approved - 04/13/2018

Sandra Zamora

Approved - 04/13/2018

Patricia Rigney

Approved - 04/13/2018

Karla Moya

Approved - 04/13/2018

City Management Office

New -

RESOLUTION NO. R- 2018-

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

WHEREAS, the City of Pharr, Texas owns the equipment described on Exhibit “A” attached hereto and incorporated herein, and the Board of Commissioners being of the opinion that such equipment should be declared surplus and disposed of as herein specified.

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

SECTION 1: The Board of Commissioners find that the surplus equipment described on Exhibit “A” and attached hereto and incorporated herein for all purposes have no market value and such surplus will be donated to Pharr Economic Development Corporation.

SECTION 2: The City Manager is authorized and directed to donate the surplus equipment as attached in Exhibit “A”.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR, TEXAS on this the 16th day of April, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

EXHIBIT "A"

Computers

Make	Model	Serial
HP	COMPAQ 8000 ELITE SFF	2UA0070G5Q
HP	COMPAQ 6005 PRO SFF	MXL1300WC0
HP	COMPAQ 7900 SFF	MXL943150C
HP	100 B ALL IN ONE	4CS1270L9Z
HP	COMPAQ DC5800 SFF	2UA0010S8K
HP	COMPAQ 6005 PRO SFF	2UA01923HN
HP	COMPAQ 6005 PRO SFF	2UA0520W3S
HP	COMPAQ DC5800 SFF	MXL8420LKT
LENOVO	THINK CENTRE	MJXGAN4
LENOVO	THINK CENTRE	MJEXKY1
LENOVO	ASU	MJETMK1

Monitors

Make	Model	Serial
VIEW SONIC	VA2937M-LED	TEQ131100535
DELL	1907FPVT	
SAMSUNG	522B150N	ZVC4HTPC802359Z
ACER	P191W	ETLAQ080209250A01B4220
HP	P202M	6CM5190KP5
AOC	LM742	T7CJ65BA01332
PLANAR	PLL2210W	PL515LT502616
HP	P202M	6CM5190M21
SAMSUNG	5220300NY	023SHCCKF702530Z
SAMSUNG	522B350H	Z4QQHCLC201356K





AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: April 13, 2018

MEETING DATE: April 16, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to an unexpired term on the Parks and Recreation Advisory Board.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Advisory board members serve on an "As Needed" basis. Advisory board members are periodically replaced with new members. Such is the case with Parks and Recreation Advisory Board Member Allen Williams. The replacement and appointment to the unexpired term of Mr Williams should be made at this time.

Financial Consideration: N/A

Staff Recommendation: Staff recommends appointment of a new board member.

Alternatives: N/A

ROUTING:

Elva Guajardo
Patricia Rigney
Sergio Alanis
City Management Office

Created/Initiated - 04/13/2018
Approved - 04/13/2018
Approved - 04/13/2018
New -

THE STATE OF TEXAS

§

RESOLUTION

COUNTY OF HIDALGO

§

NO. R-2018-_____

CITY OF PHARR

§

WHEREAS, in accordance with city ordinance, Chapter 90, Article II, Section 90-32, has created and appointed a Parks and Recreation Committee; and

WHEREAS, Ordinance No. O-2017-36 amended Ordinance No. O-2017-22 increasing members from seven (7) to nine (9) members whose terms shall be five (5) members to serve a three (3) year term and four (4) members to serve a two (2) year term; and

WHEREAS, a vacancy has occurred as a result of the replacement of board member Allen Williams; and

WHEREAS, appointment of one (1) member is needed for the reminder of the unexpired term; and

WHEREAS, such member shall assume the duties, responsibilities, and powers provided by city ordinance.

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

The following person is hereby appointed as member of the Parks and Recreation Committee of the City of Pharr.

NAME:

LENGTH OF TERM:

1. _____

3-Year term (unexpired ending 06-05-20)

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of April, 2018.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Anali Alanis, HR Director

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Presentation of the 2018 City of Pharr Performance Review Survey.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Michael Uhrbrock with UTRGV will present the results of the surveys conducted during Pharr University. The survey will address the 2018 City of Pharr Performance Review.

Financial Consideration:

Staff Recommendation: n/a

Alternatives:

ROUTING:

Anali Alanis

Anali Alanis

City Management Office

Created/Initiated - 04/11/2018

Approved - 04/11/2018

Final Approval - 04/13/2018

2018 City of Pharr Performance Review Survey



Prepared for the Mayor, City Commission, and City Manager
City of Pharr

The University of Texas Rio Grande Valley
Data and Information Services Center
Michael Uhrbrock and Sai Mullanpudi
(956) 665-2301, (956) 665-7185

April 2018



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Executive Summary

The Mayor

- Overall the employees are satisfied with the performance of the mayor. On a scale of 1 (poor) to 5 (excellent), the mayor received a 3.82 overall rating, which is above a 3 (average) rating and below a 4 (above average) rating.
- All of the 10 performance ratings for the mayor were above a 3 (average) rating and below a 4 (above average) rating.
- The mayor was rated highest for Q1 Clear Priorities (3.98), Q2 Shared Vision (3.96), Q3 Planning and Organization (3.94), Q4 Goals and Strategies (3.90), Q10 Improvement and Judgment (3.87), and Q8 Makes Proud (3.82).
- Q7 Team Morale (3.75), Q9 Learn and Change (3.69), Q6 Input and Teamwork (3.67) were rated slightly lower than other leadership qualities of the mayor.
- The mayor's lowest performance rating was Q5 Accessibility and Feedback (3.60).
- The mayor's ratings improved overall from 2016 (3.60) to 2018 (3.82), a gain of 0.21 points.
- The mayor's ratings improved in all areas from 2016 to 2018.
- The mayor received 69 comments, which represented 14 percent of the employees surveyed.
- The top 5 comments were: praise/satisfaction with the mayor's performance (48%), more visibility/contact (18%), pay raises/Christmas bonus (16%), more listening/communication (6%), and hiring decisions (4%).

City Commission

- Overall the employees are satisfied with the performance of the city commission. On a scale of 1 (poor) to 5 (excellent), the city commission received a 3.65 overall rating, which falls between the 3 (average) and 4 (above average) ratings.
- All of the 10 performance ratings for the city commission fell between the 3 (average) and 4 (above average) ratings.
- The city commission was rated highest for Q2 Understands Economic Development (3.78), Q10 Plans Future (3.74), Q4 Promotes Accomplishments (3.68), Q3 Works with Cities (3.68), and Q5 Maximizes Services (3.67).
- Employees gave the city commission slightly lower ratings on Q1 Hear Public Testimony (3.65), Q8 Evaluates Ideas (3.63), Q6 Planning and Budgeting (3.62), and Q9 Understands Residents' Needs (3.61).
- Q7 Oversees Staff (3.41) was rated the lowest by employees.
- Employees rated the City Commission higher overall from 2016 (3.35) to 2018 (3.65), a gain of 0.27 points.
- Ratings for the City Commission were higher across the board from 2016 to 2018.
- The city commission received 55 comments, which represented 11% of the employees surveyed.
- The top 5 comments were: praise/satisfaction with city commission's performance (38%), more visibility/contact (20%), hiring decisions (16%), listening to employees (5%), and pay/bonuses (4%).

City Manager

- Overall the employees are satisfied with the performance of the city manager. On a scale of 1 (poor) to 5 (excellent), the city manager received a 3.63 overall rating, which falls between the 3 (average) and 4 (above average) ratings.
- All of the 10 performance ratings for the city manager fell between the 3 (average) and 4 (above average) ratings.
- The city manager was rated highest for Q2 Employee Development (3.75), Q10 Strategic Objectives and Vision (3.75), Q1 Responsibility and Accountability (3.73), Q4 Encourages Employees (3.71), and Q6 Teamwork and City Spirit (3.67).
- Employees rated the city manager slightly lower on Q5 Motivates Staff (3.61), Q7 Environment and Processes (3.56), Q3 Employee Decisions (3.54), and Q8 Motivates Employees (3.52).
- The city manager's lowest ratings was Q9 People and Places (3.41).
- Ratings for the City Manager overall increased from 2016 (3.26) to 2018 (3.63), a gain of 0.36 points.
- Ratings for the City Manager were higher in all areas from 2016 to 2018.
- The city manager received 56 comments, which represented 12% of the employees surveyed.
- The top 5 comments were: praise/satisfaction with the city manager's performance (50%), better communication (12%), hiring decisions (11%), pay raises/bonus (7%), and drug testing for employees (4%).

Introduction and Methodology

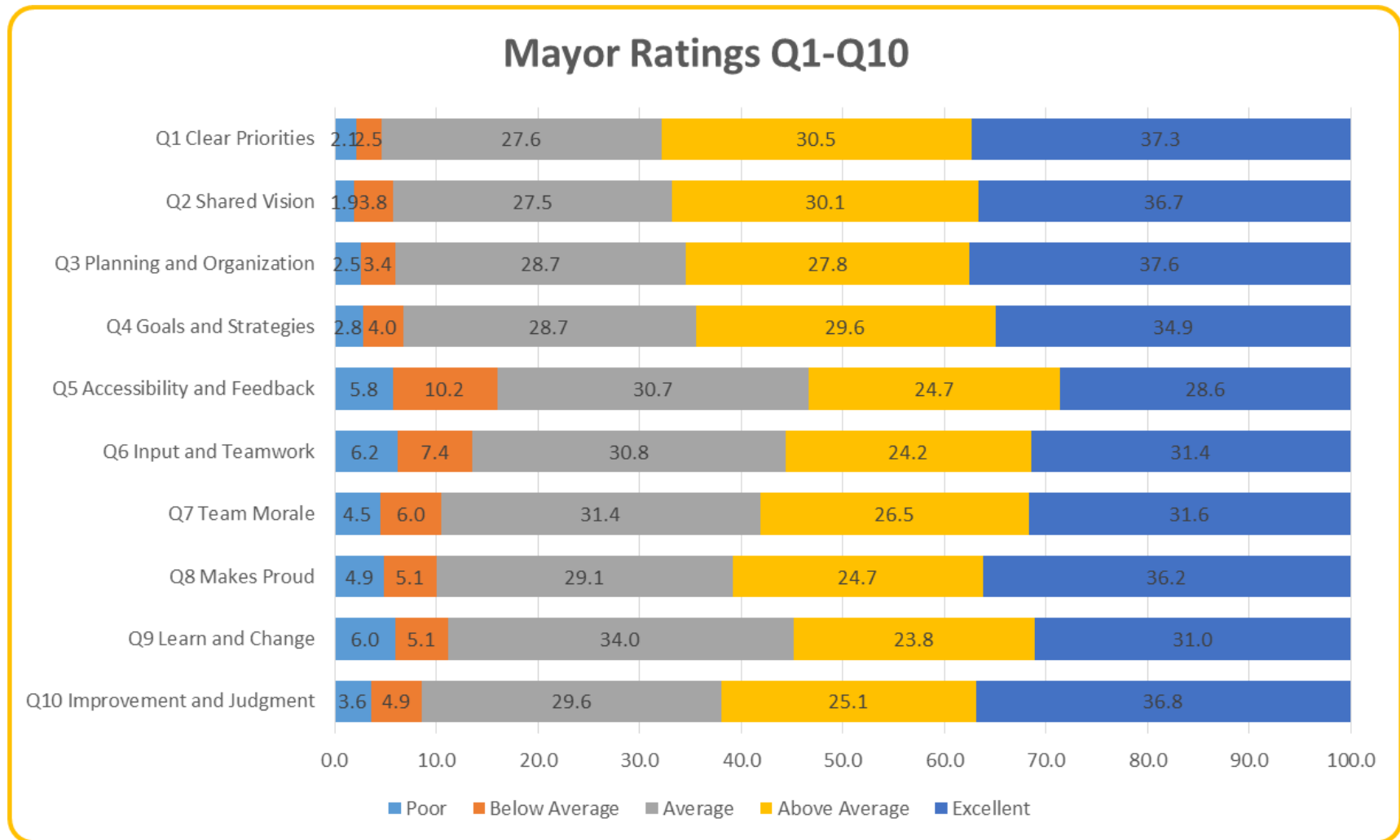
The City of Pharr wanted to get feedback from employees on the performance of the Mayor, City Commission, and City Manager through a performance review survey. The City of Pharr hired the Data and Information Systems Center at UTRGV to conduct the survey.

The survey was given to City of Pharr employees during an employee training held at the Pharr Events Center on February 22 and 23rd, 2018. UTRGV attended 4 employee training sessions to explain, assist employees in taking the surveys, and collect the surveys. A total of 484 surveys were filled out, representing 80% of all city employees. The survey was anonymous.

On a scale of 1 to 5 -- with 1 = poor (rarely meets the performance standard), 2 = below average (usually doesn't meet the performance standard), 3 = average (generally meets the performance standard), 4 = above average (generally exceeds the performance standard), and 5 = excellent (almost always exceeds the performance standard) – employees rated the leaders on ten different leadership qualities specific to each position.

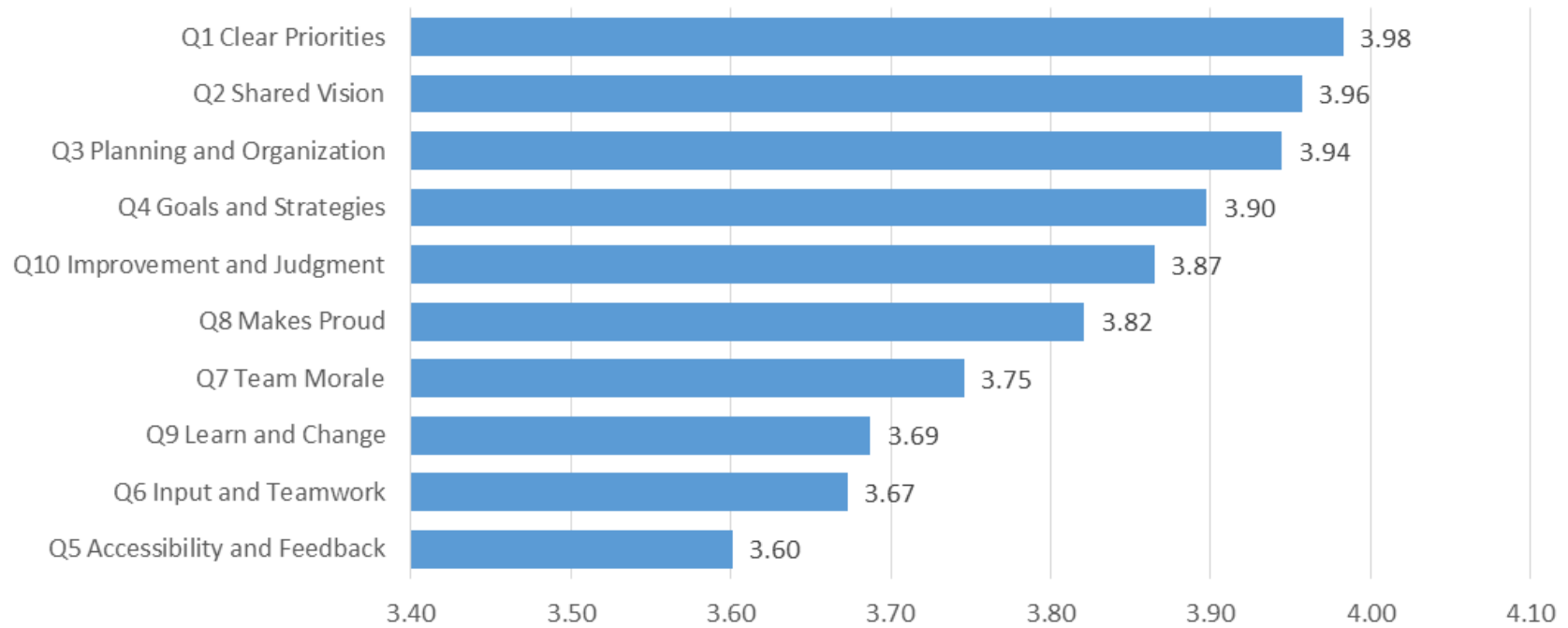
The city plans to use the results to identify areas of leadership improvement and employee issues, and to compare the results to the same survey that was done in 2016.

Results



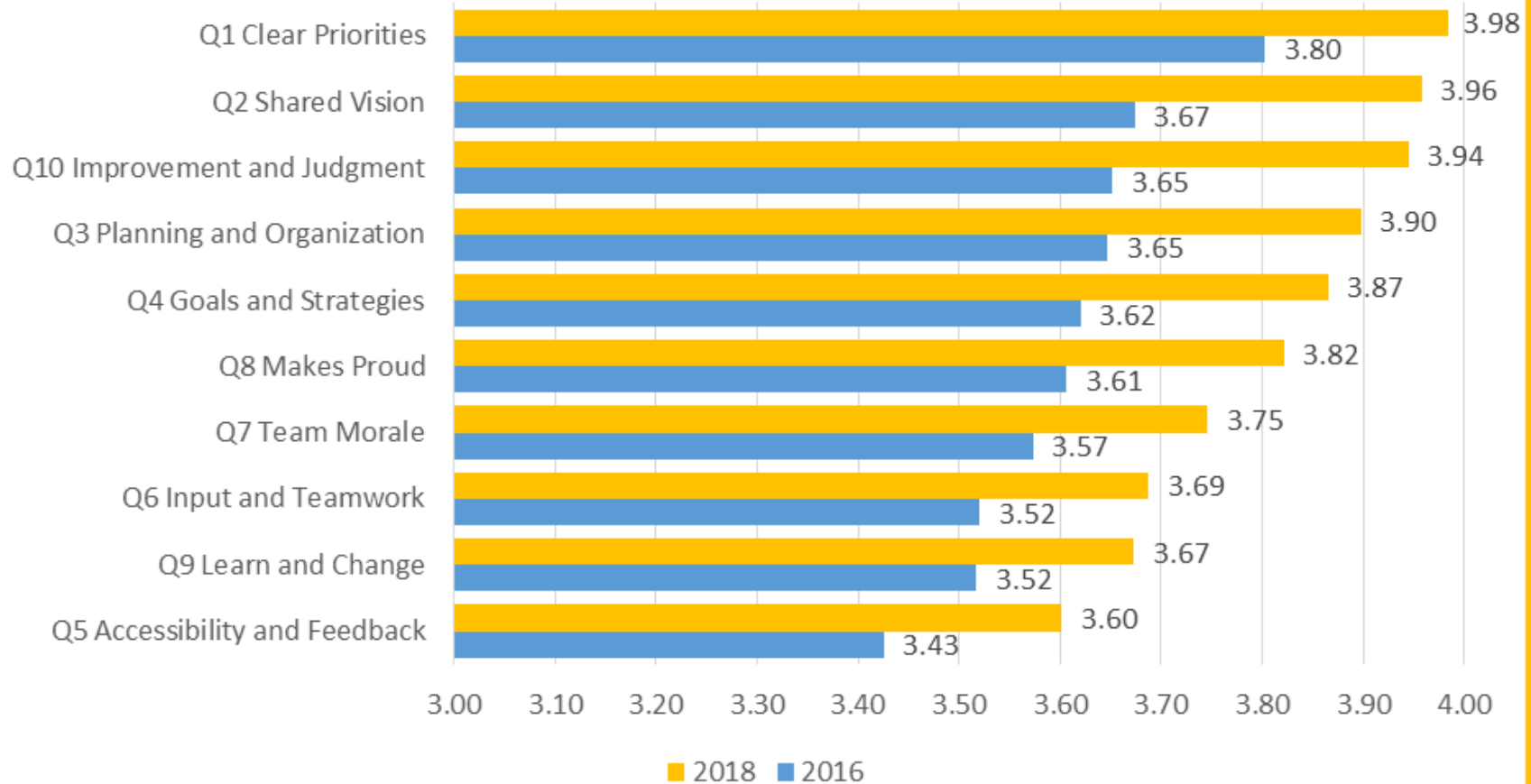
Mayor Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



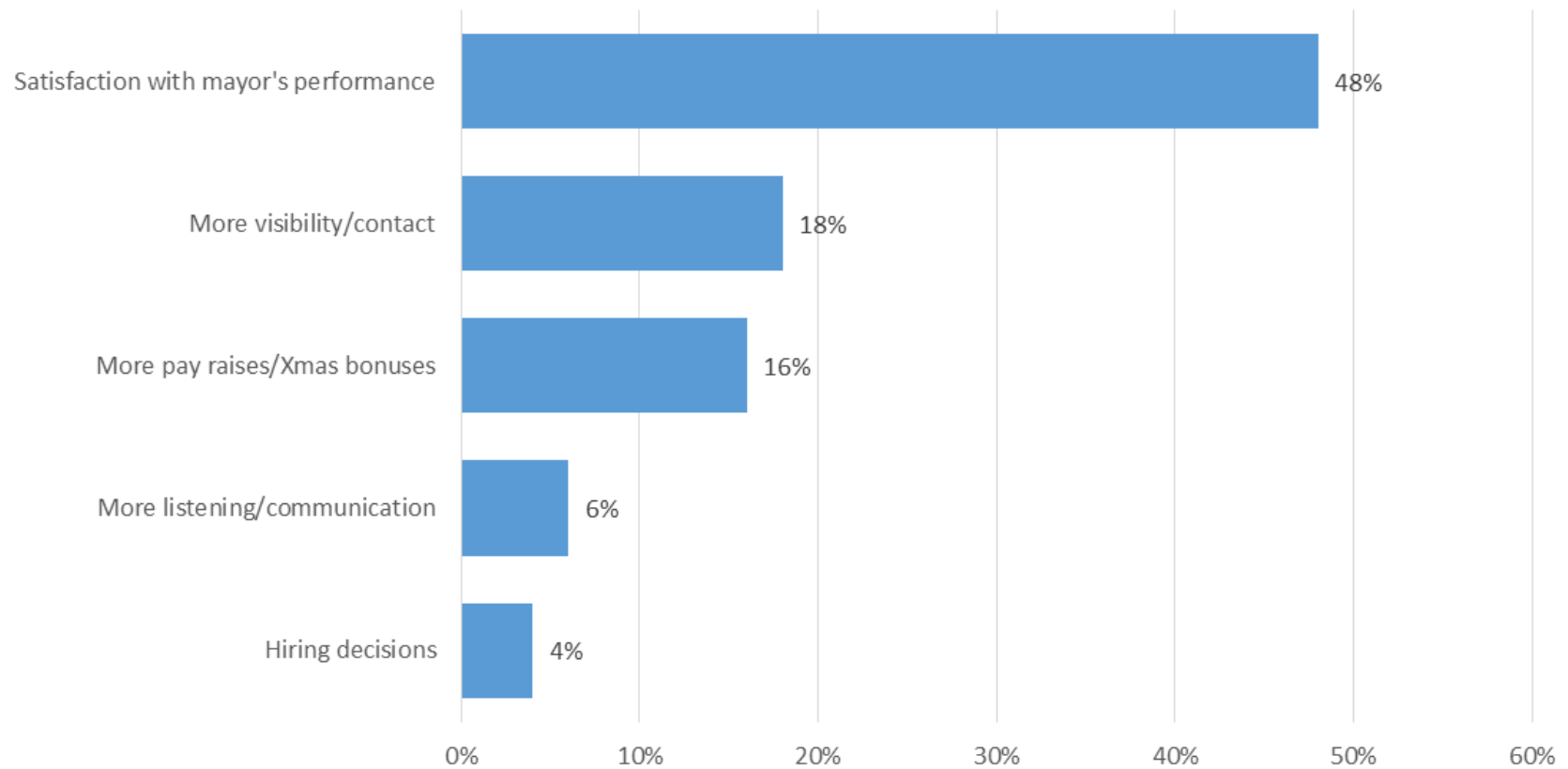
Mayor Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent

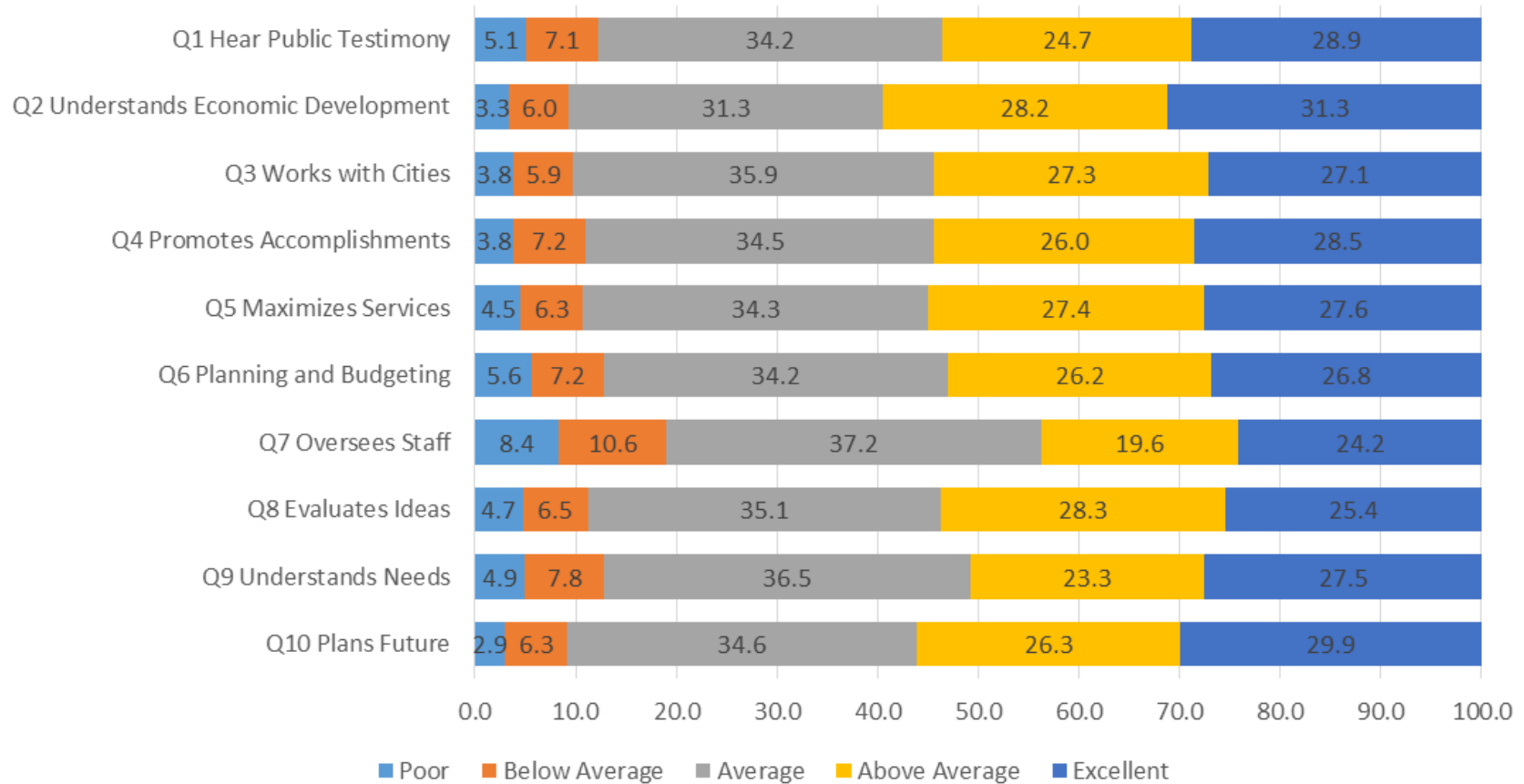


Mayor, Top 5 Comments

69 comments, 14% of employees surveyed

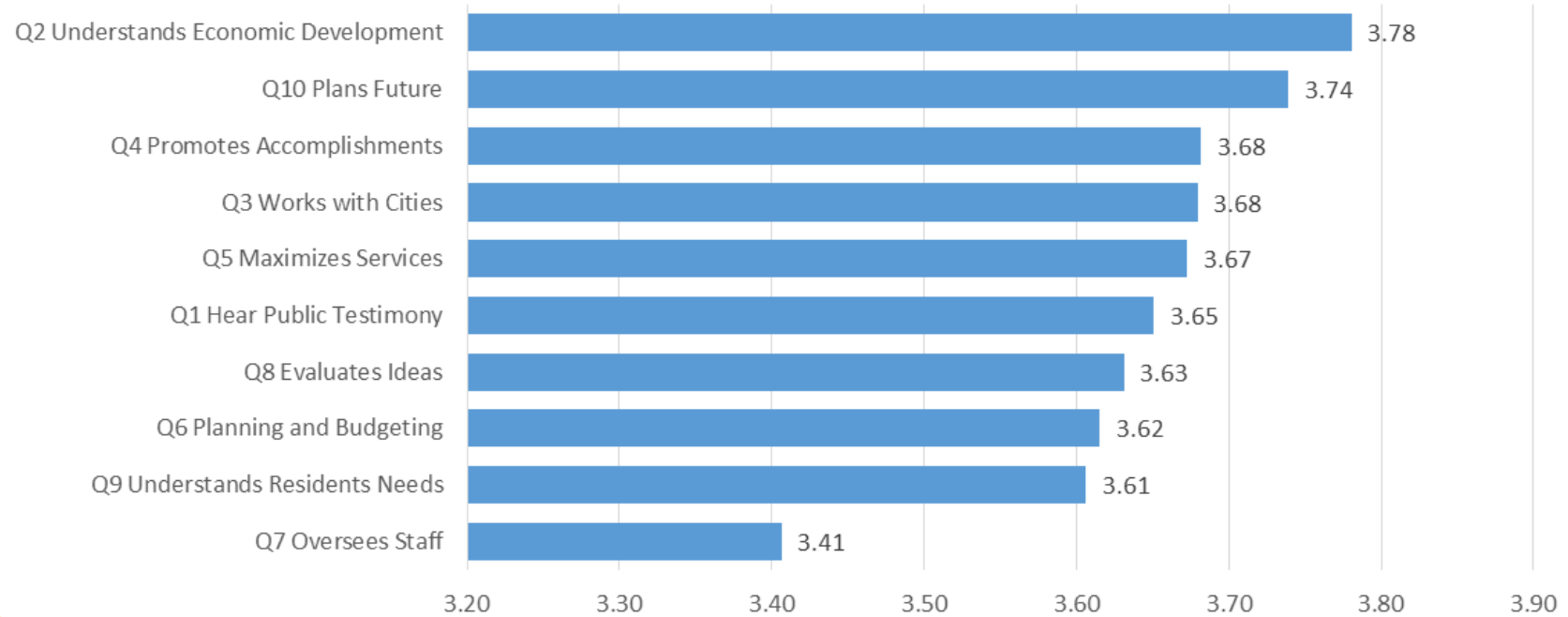


City Commission Ratings Q1-Q10



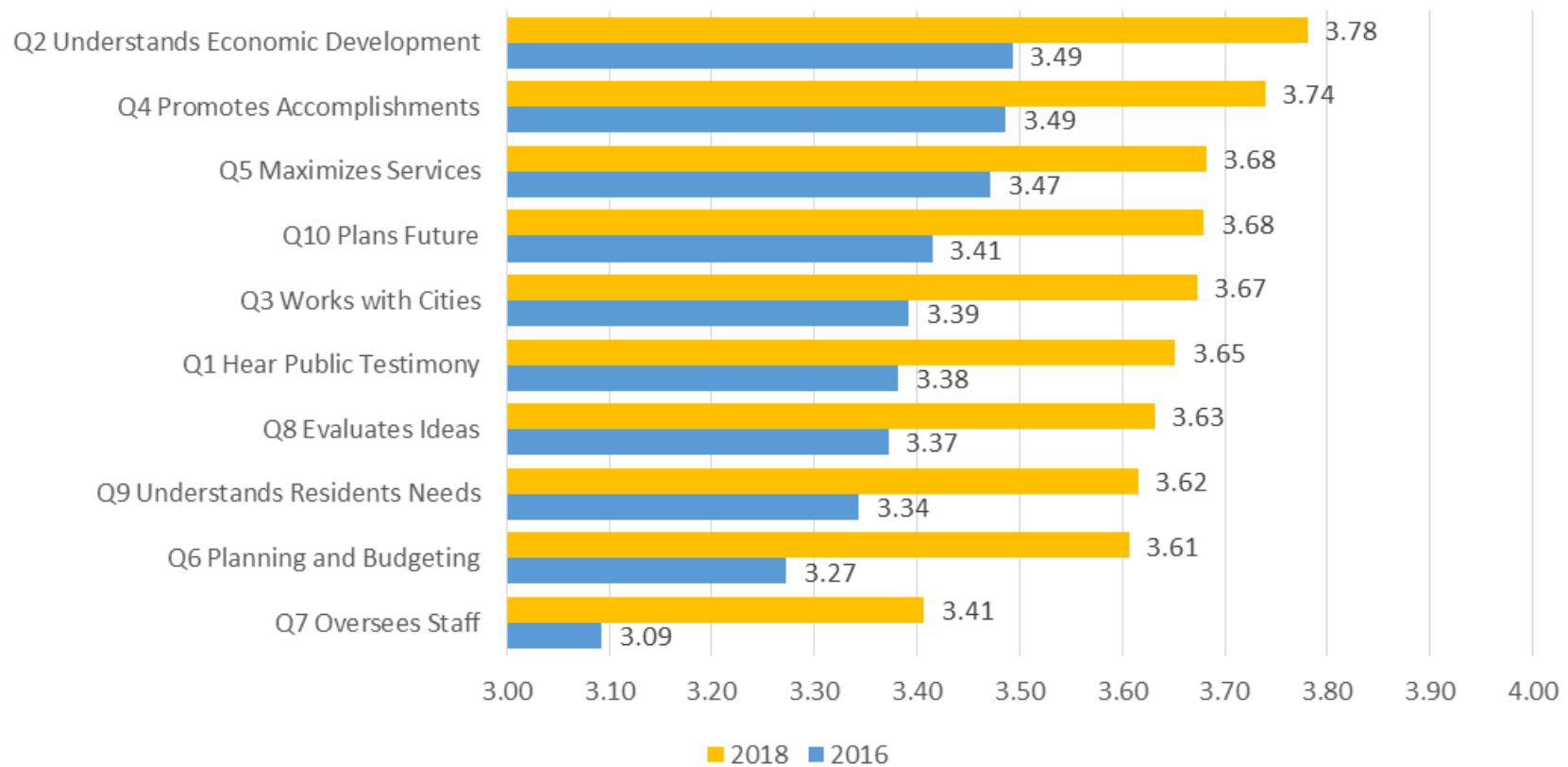
City Commission Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



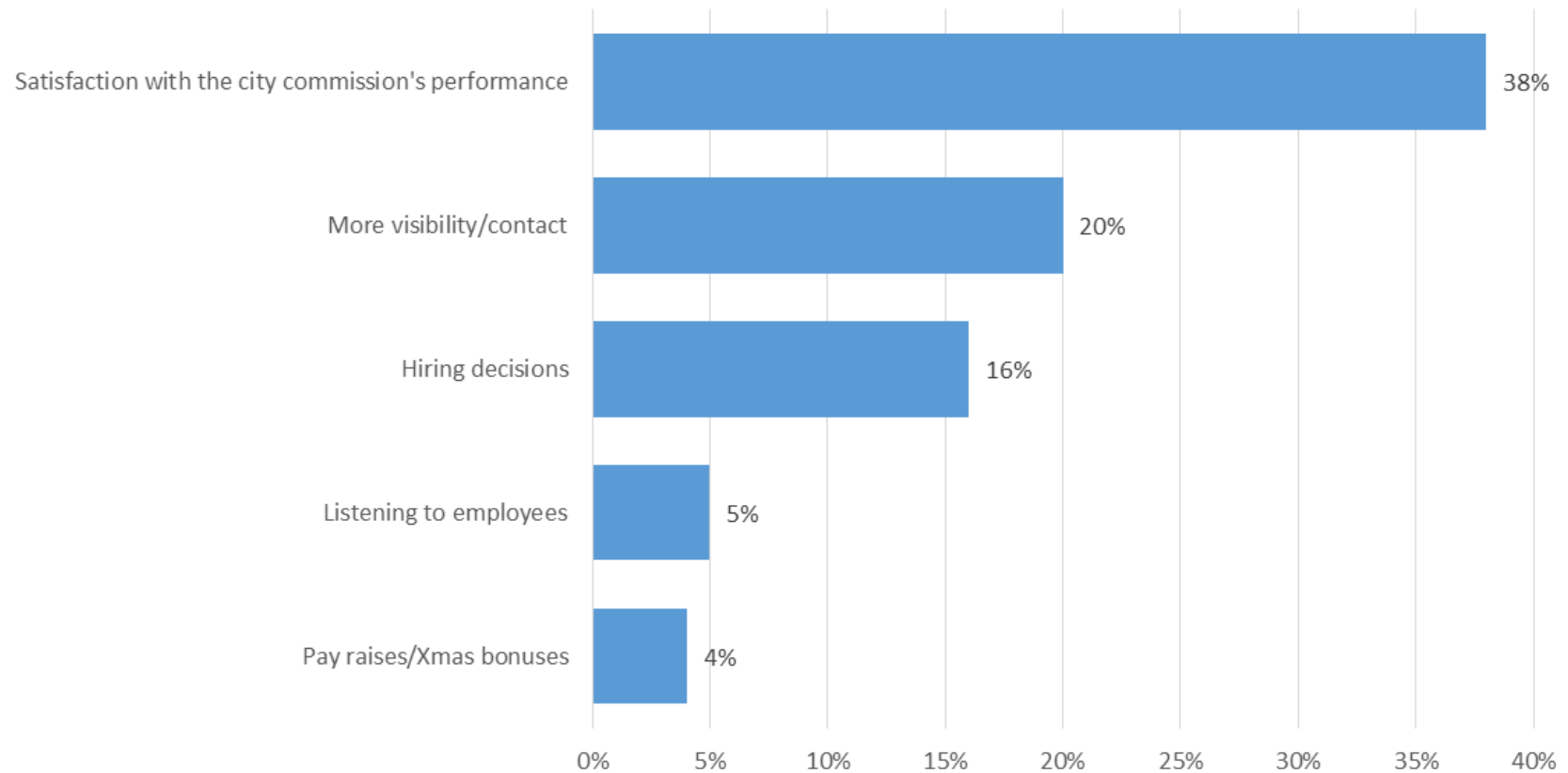
City Commission Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent

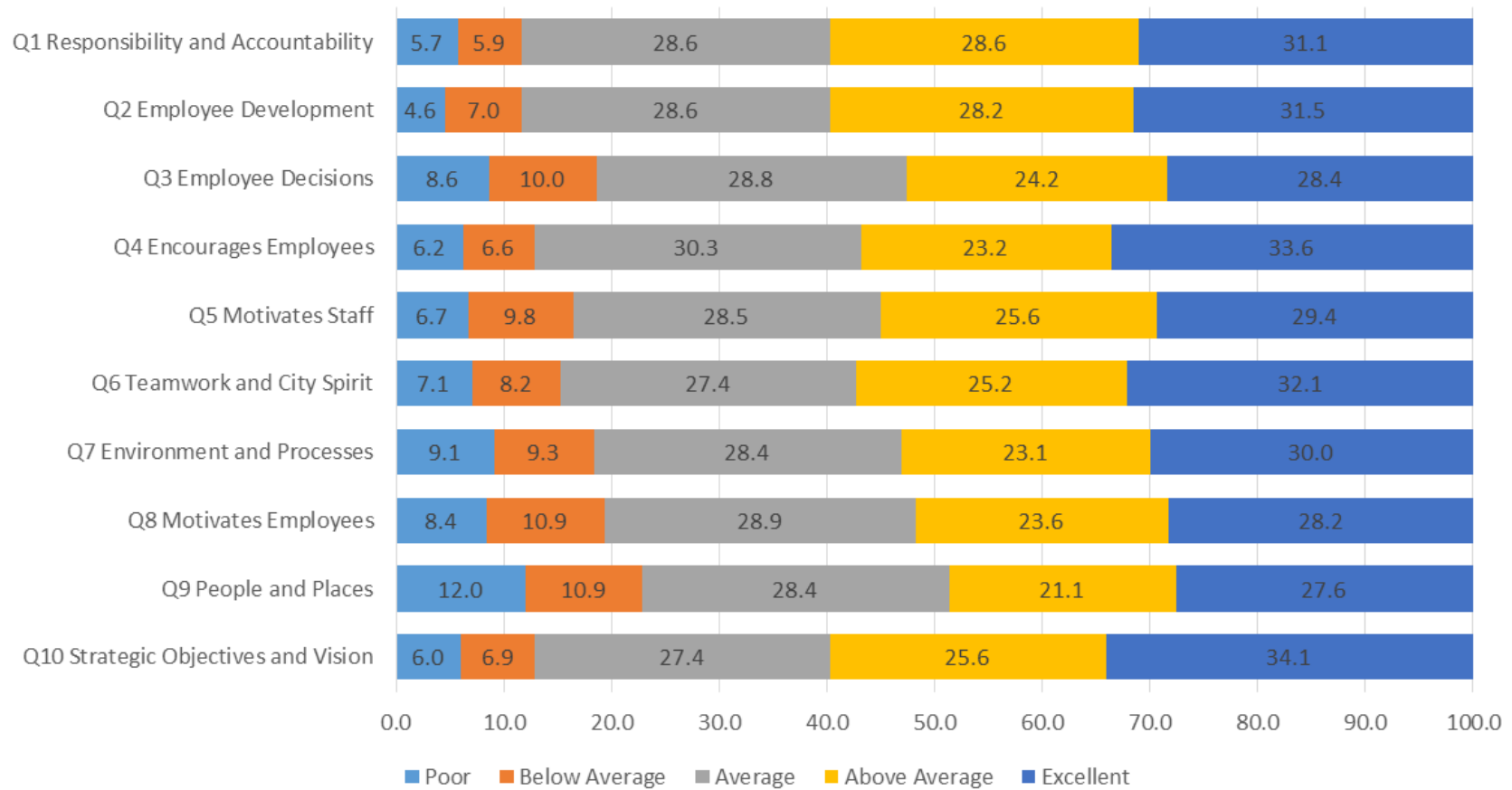


City Commission, Top 5 Comments

55 comments, 11% of employees surveyed

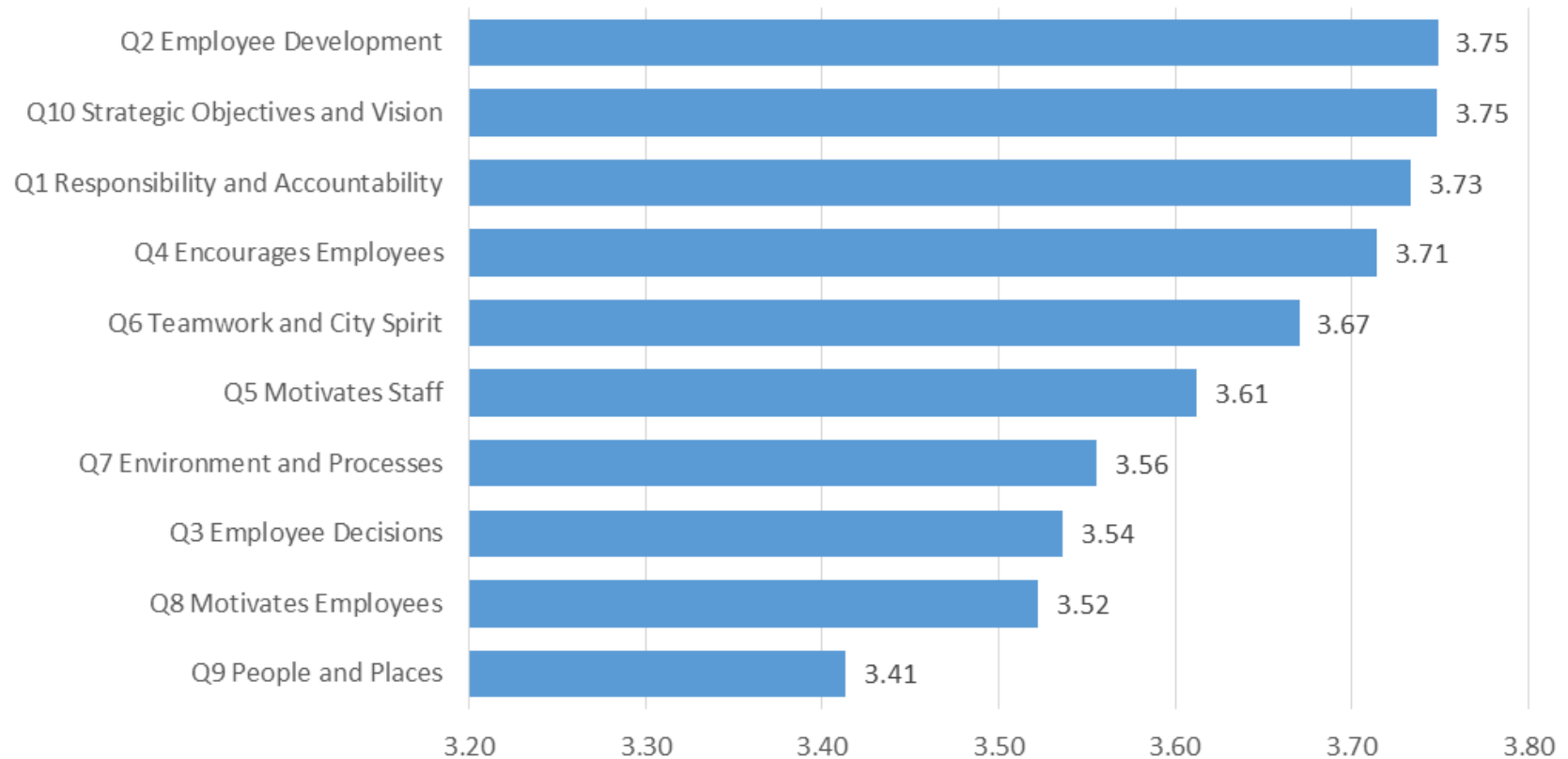


City Manager Ratings Q1-Q10



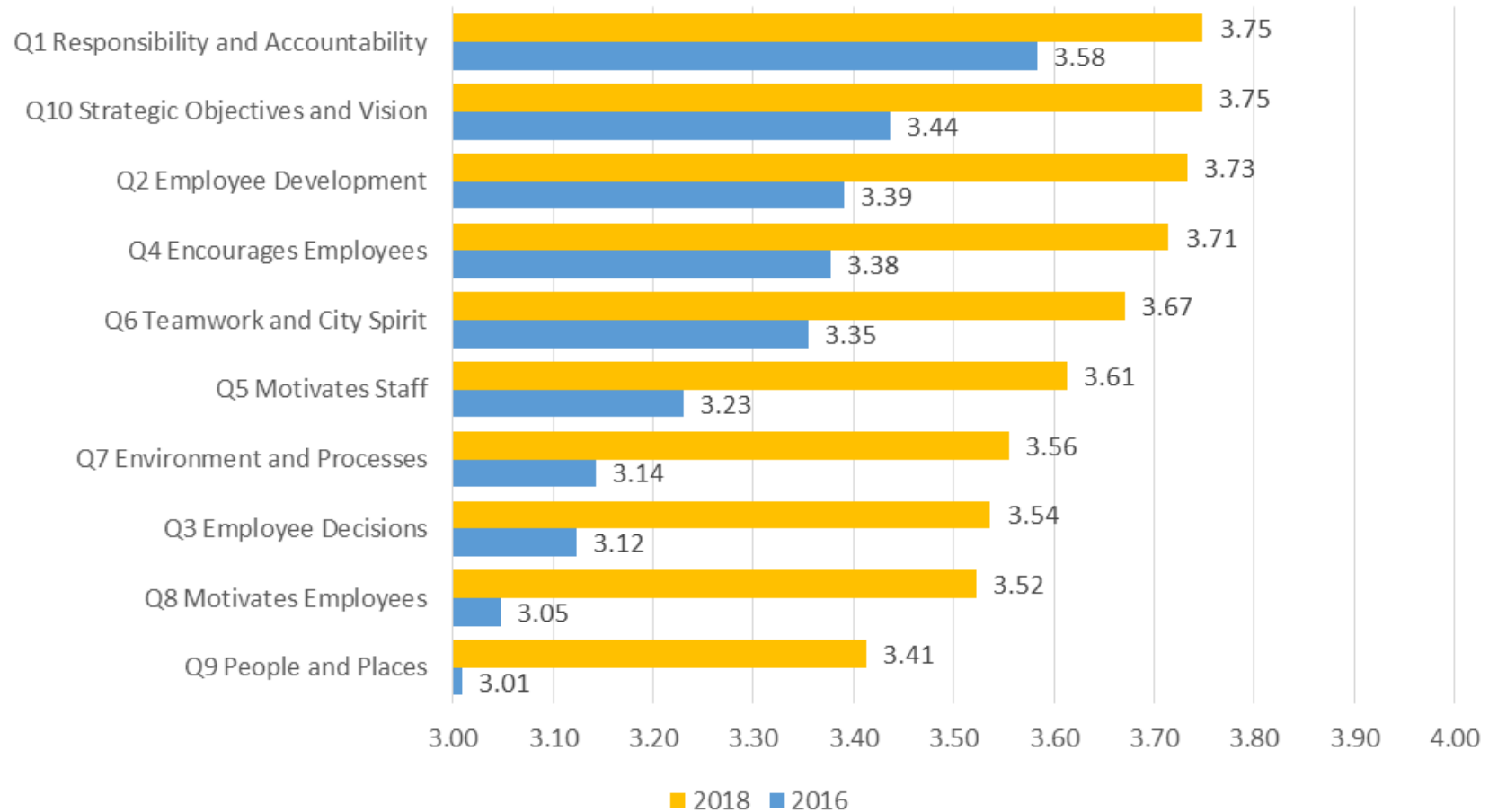
City Manager Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



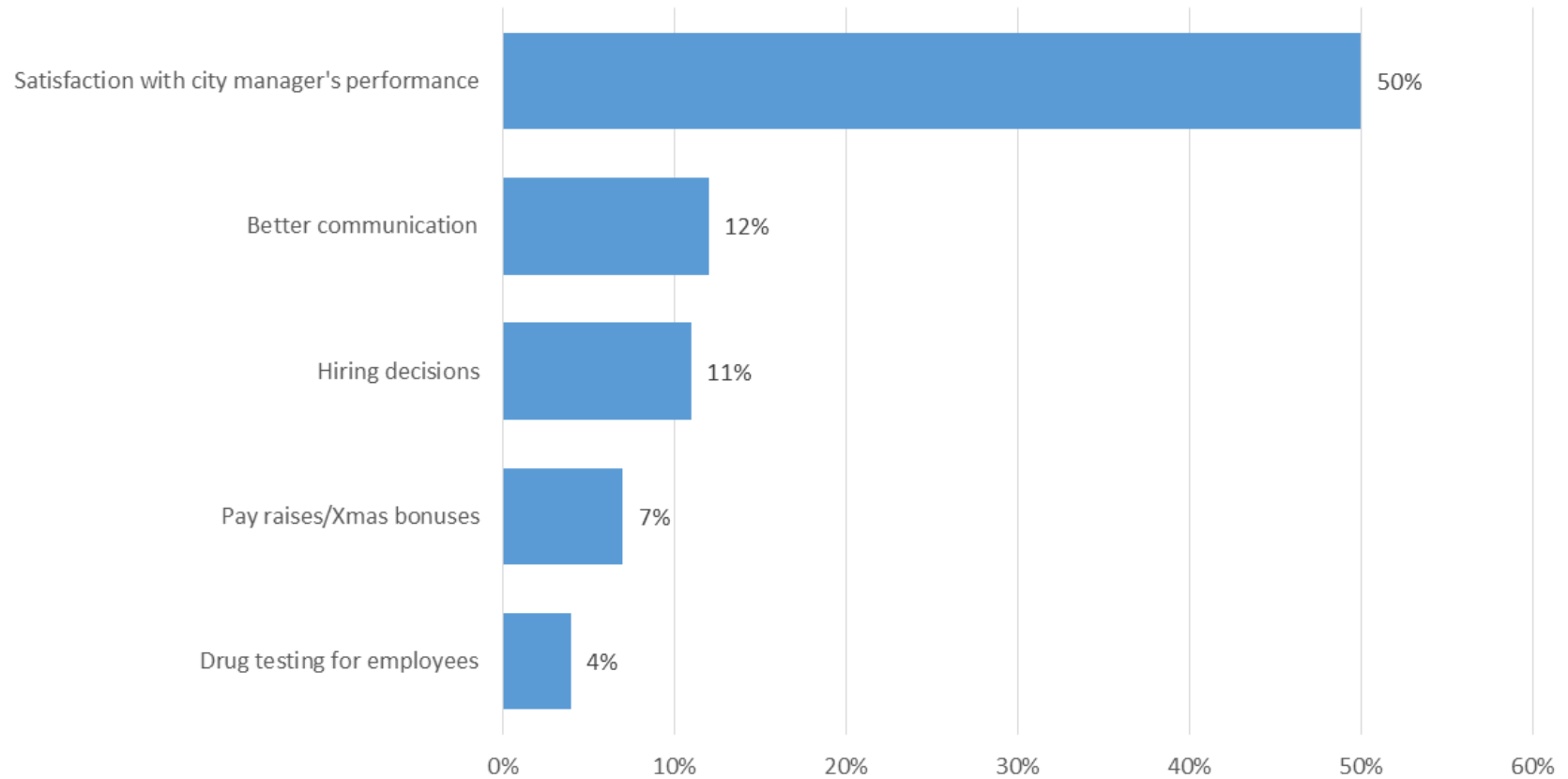
City Manager Ratings Q1-Q10, Ranked by Average

1 = poor, 2 = below average, 3 = average, 4 = above average, 5 = excellent



City Manager, Top Five Comments

56 comments, 12% of employees surveyed



City of Pharr Performance Review

Instructions: This evaluation form contains 10 questions of evaluation criteria.

For each statement, use the following scale to indicate your rating of the leadership performance:

- 5 = Excellent (Almost Always Exceeds the Performance Standard)
- 4 = Above Average (Generally Exceeds the Performance Standard)
- 3 = Average (Generally Meets the Performance Standard)
- 2 = Below Average (Usually Does Not Meet the Performance Standard)
- 1 = Poor (Rarely Meets the Performance Standard)

MAYOR'S LEADERSHIP

- ____ 1. The Mayor has clear priorities and goals for the City of Pharr.
- ____ 2. The Mayor is committed to fostering a shared vision in the City.
- ____ 3. The Mayor has been able to achieve goals through effective planning and organization
- ____ 4. The Mayor is effective in developing goals and integrating them into strategies for action.
- ____ 5. The Mayor is accessible and is able to listen to and use feedback.
- ____ 6. The Mayor seeks input from others and promotes teamwork.
- ____ 7. The Mayor promotes team morale and builds organizational commitment.
- ____ 8. The Mayor makes me proud to be an employee of the City of Pharr.
- ____ 9. The Mayor sees mistakes as opportunities to learn and is willing to change to meet new objectives.
- ____ 10. The Mayor is focused on process improvement and exercises good judgement in setting the structure for the organization.

Comments: _____

CITY COMMISSION'S LEADERSHIP

- ____ 1. The City Commission is available to all citizens of the City of Pharr to hear and evaluate public testimony.
- ____ 2. The City Commission plans and understands the importance of economic development for the City.
- ____ 3. The City Commission works with neighboring cities and elected officials to help obtain grants and funds.
- ____ 4. The City Commission works to promote the accomplishments of the entire community.
- ____ 5. The City Commission works together to maximize the delivery of services to as many people as possible at the lowest possible price.
- ____ 6. The City Commission manages money effectively by planning or budgeting how much money the city will receive and spend.
- ____ 7. The City Commission effectively oversees hiring, firing, and evaluating staff.
- ____ 8. The City Commission evaluates projects, proposals and other ideas brought forward by residents, staff and other agencies.
- ____ 9. The City Commission understands the types of services needed by residents.
- ____ 10. The City Commission plans for the future and well-being of the community; it creates and follows land use plans, economic development plans and capital improvement plans.

Comments: _____

CITY MANAGER'S LEADERSHIP

- ____ 1. The City Manager has established responsibility and accountability among employees.
- ____ 2. The City Manager ensures there is ongoing employee development and process improvement.
- ____ 3. The City Manager involves employees in decisions affecting their work.
- ____ 4. The City Manager encourages employees to make effective decisions.
- ____ 5. The City Manager is able to motivate the staff.
- ____ 6. The City Manager has created a sense of teamwork and City spirit.
- ____ 7. The City Manager has a good understanding of the work environment and processes of all departments.
- ____ 8. The City Manager understands what motivates employees and encourages employee initiatives.
- ____ 9. The City Manager is effective in putting the right people in the right places.
- ____ 10. The City Manager has a clear understanding of the strategic objectives and vision for the City of Pharr.

Comments: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: April 4, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Presentation of Election Equipment by Election Systems & Software (ES&S).

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 04/04/2018
Approved - 04/09/2018
Final Approval - 04/13/2018



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: April 4, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

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.

(TABLED)

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:

Hilda Pedraza

Created/Initiated - 04/04/2018

Omar Anzaldua

Approved - 04/11/2018

Sandra Zamora

Approved - 04/12/2018

Patricia Rigney

Approved - 04/12/2018

City Management Office

Final Approval - 04/13/2018

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						Presentation-Submittal Quality of document/oral presenation 10 pts	Total Score 100 pts (Max)	Rank
			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)			
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 10 pts	Total Score 100 pts (Max)	Rank
			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)			
Hallf 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
Total	11	11									



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: April 4, 2018

MEETING DATE: April 16, 2018

FROM: Hilda Pedraza, City Clerk

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. **(TABLED)**

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:

Hilda Pedraza	Created/Initiated - 04/04/2018
Omar Anzaldua	Approved - 04/11/2018
Sandra Zamora	Approved - 04/12/2018
Patricia Rigney	Approved - 04/12/2018
City Management Office	Final Approval - 04/13/2018

PROJECT #1718-01-528-S001-362

Firm Name	Firm Location	GRADING CRITERIA						Avg. Total Score 100 pts (Max)	RANK
		Firm Profile 15 pts (Max)	Understanding of City of Pharr Water and Wastewater Issues 25 pts (Max)	Org Chart and Personnel 20 pts (Max)	Relevant Project Experience 30 pts (Max)	Management Plan 5 pts (Max)	Quality Assurance Plan 5pts (Max)		
Carrollo	Mcallen, TX	15	22.5	20	30	5	5	97.5	1
Garcia Infrastructure Consultants	San Antonio, TX	15	25	15	30	5	5	95	2
Half Associates	Mcallen, TX	15	22	20	27	5	5	94	3
Perez Consulting Engineers (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
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
International Consulting 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
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
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
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
Vasquez Surveying Inc.	Mcallen, TX	Does Not meet Qualifications (Surveying Firm)						0	28

Total28



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: April 9, 2018

MEETING DATE: April 16, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on selecting a Design-Build Team for the Design and Construction of a Skate Park at Victor Garcia Park based on the Statement of Qualifications Project No. 1718-40-510-S003-020.

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 solicited statements of qualifications for the design and construction of a skate park at Victor Garcia Park

On April 13, 2018 the City of Pharr received a total of (5) Statement of Qualifications in response to our RFQ-Design Build Services for Design and Construction of A Skate Park at Victor Garcia Park Project No. 1718-40-510-S003-020.

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

Criteria Points

Firm Qualifications (25 points)

Org Chart and Personnel (20 points)

Project Approach (30 points)

Familiarity/History within the Region (10 points)

References (15 points)

Total (100) Points

Financial Consideration: Estimated Design and Construction Cost is \$300,000

Staff Recommendation: Staff recommends selecting the top ranked team of SPA Skateparks in partnership with New Line Skateparks as the Design-Build Team for the Design and Construction of a Skate Park at Victor Garcia Park based on the Statement of Qualifications Project No. 1718-40-510-S003-020

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 04/09/2018
Omar Anzaldua	Approved - 04/12/2018
Sergio Alanis	Approved - 04/13/2018
Sandra Zamora	Approved - 04/13/2018
Karla Moya	Approved - 04/13/2018
Patricia Rigney	Approved - 04/13/2018
City Management Office	New - 03/29/2018



CHANGE ORDER

Contractor: R.L. Abatement, Inc.

Change Order No.: 1

Project: Jose "Pepe" Salinas Asbestos Abatement

Date: 4/6/2018

Notice to Proceed Date: 20-Feb-18

Change Order Amount: \$ 16,800.00

You are directed to make the following changes in the Contract Documents:

Remove and dispose of a plaster ceiling that was uncovered during the initial asbestos removal.

Reason for Change Order:

Removal and disposal of a plaster ceiling in the Activity Center of approximately 6,500 s.f. that was uncovered during the initial demolition of the asbestos containing suspended ceiling

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 99,979.00	Original Calendar Days: 43
Previous Change Order: (+/-)	\$ -	Additional Days: Revised 14
This Change Order: (+/-)	\$ 16,800.00	Revised Days to Complete: 57
Revised Contract Amount:	\$ 116,779.00	

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Contractor

Authorized Signature

Date

Recommended:

Project Engineer

Authorized Signature

Date

Omar Anzaldia Jr., PE, CFM, PMP, CCM

City Engineer

Authorized Signature

Date

Approved:

Juan Guerra

City Manager

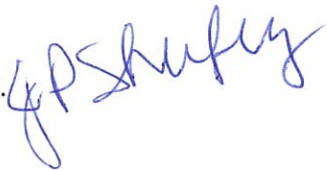
Authorized Signature

Date

City of Pharr- Waste Water Treatment Plant Clarifier No. 2 Rehabilitation Contractor Change Order Request

PREPARED FOR: City of Pharr

PREPARED BY: JoEmma P. Sherfey, P.E.
S&GE, LLC (S&GE)



DATE: March 8, 2018

S&GE is in receipt of Change Order Request No. 1 from the Contractor (JMJ Contractors, Inc.). This change order will a reduction of contract agreement and including additional services that will be paid by reconciling existing bid items within the existing Contract. Refer to **Attachment A** for a copy Contractor's Change Order request and S&GE Spreadsheet that shows new items.

The Contractor also submitted a proposals for Betterment #1, #2, & #3. Included is the additional construction time required for the additional scope of work. S&GE assisted the City with recommendations for the additional services need on the project. Refer to **Attachment B** for Contractor proposals and approved Betterment #1, #2, & #3.

In addition, the Contractor also submitted log information for rain/wet days for consideration of additional contract time. Refer to **Attachment C** for month weather schedules.

S&GE recommends that this change order be approved as submitted.



CHANGE ORDER

Contractor: JMJ Contractors, Inc.

Change Order No.: 1

Project: Waste Water Treatment Plant Clarifier No. 2
Rehabilitation

Date: 03/02/2018

Notice to Proceed Date: 01/03/2017

Change Order Amount: -\$ 8,457.50

You are directed to make the following changes in the Contract Documents:

-Betterment #1, #2, & #3 (See Attached)

Reason for Change Order:

-Additional work required by City Staff. (See Attached)

-Rain days. (See Attached)

	Contract Price		Contract Time(Calendar Days)
Original Contract:	<u>\$ 532,725.41</u>	Original Completion Date:	<u>09/30/2017</u>
Previous Change Order: (+/-)	<u>\$ 0.00</u>	Additional Days:	<u>143</u>
This Change Order: (+/-)	<u>-\$ 8,457.50</u>	Revised Completion Date:	<u>02/20/2018</u>
Revised Contract Amount:	<u>\$ 524,267.91</u>		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Jose L. Diaz

Contractor

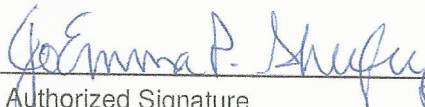

Authorized Signature

03/08/18
Date

Recommended:

JoEmma P. Sherfey, P.E.

Project Engineer


Authorized Signature

03/08/2018
Date

Omar Anzaldua, P.E..

City Engineer

Authorized Signature

Date

Approved:

Juan Guerra

City Manager

Authorized Signature

Date

BID TABULATION

Project: City of Pharr
WWTP - Secondary Clarifier No. 2 Replacement
Bid No.: 1516-02-582-0037
Project #: 5525.00



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

Project Engineer: JoEmma P. Sherfey, P.E.
Prepared by: Ricardo Salazar, PE
Date Prepared: 02/08/18

				CONTRACT AMOUNT		CHANGE ORDER AMOUNT	
ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QUANTITY	UNIT PRICE	AMOUNT BID	FINAL UNIT QUANTITY	AMOUNT BID
1	Existing Secondary Clarifier No. 2 Demolition – The total amount for the demolition of the existing Secondary Clarifier, which includes removal of water/sludge/grit from the clarifier; removal and disposal of the stairway, walkway (bridge), drive unit and gear motor, drive platform, feedwell, center column, rake arm, skimming arm, scum hooper, and scum box manual gate, electrical components; and any other demolition work per the Contract Documents. This bid item shall also include videotaping the Secondary Clarifier and surrounding areas before starting work, after clarifier has been emptied and cleaned, and prior to installing new clarifier mechanical components.	LS	1	<u>\$25,459.85</u>	<u>\$25,459.85</u>	1	<u>\$25,459.85</u>
2	Secondary Clarifier No. 2 Installation - the total amount for furnishing all labor, materials, and services required for the installation for fully functioning secondary clarifier and associated access stairway to clarifier bridge, scum box, and electrical components in conjunction with and properly incidental to the Contract Documents.	LS	1	<u>\$69,522.10</u>	<u>\$69,522.10</u>	1	<u>\$69,522.10</u>
3	*Secondary Clarifier No. 2 Equipment (1 of 2) - the total amount for furnishing all equipment for the secondary clarifier which includes but is not limited to the (1) center pier and influent column, (2) influent stilling well (feedwell), (3) center drive unit assembly, (4) walkway (bridge, handrail, and grating), (5) access (clarifier step down), (6) center torque cage, (7) rake arm, (8) skimming arm, (9) scum trough, (10) spray system, (11) v-notch weir & scum baffle, and (12) electrical control Panel and all appurtenances that are required for a complete and fully functioning secondary clarifier in conjunction with and properly incidental to the Contract Documents. <i>*Price was pre-negotiated between the Owner and equipment supplier.</i>	LS	1	<u>\$218,774.00</u>	<u>\$218,774.00</u>	1	<u>\$218,774.00</u>
4	Secondary Clarifier No. 2 Equipment (2 of 2) the total amount for furnishing all remaining equipment not covered under Item 3 which includes but is not limited to the (1) access stairway, (2) scum box manual gate, grating, handrail, and all appurtenances that are required for a complete and fully functioning secondary clarifier in conjunction with and properly incidental to the Contract Documents.	LS	1	<u>\$22,045.50</u>	<u>\$22,045.50</u>	1	<u>\$22,045.50</u>

5	Secondary Clarifier No. 1 Installation and Equipment the total amount for furnishing all equipment for Secondary Clarifier No. 1 shown on the plans. This includes but is not limited to the (1) access clarifier step down and removal and replacement of the existing handrail at the scum box in conjunction with and properly incidental to the Contract Documents.	LS	1	<u>\$14,087.50</u>	<u>\$14,087.50</u>	1	<u>\$14,087.50</u>
6	Oxidation Ditch No. 1 Demolition- the total amount for demolition/removal of the two (2) down opening weir gates and hand wheel operated gates and any other demolition work per the Contract Documents.	LS	1	<u>\$2,760.00</u>	<u>\$2,760.00</u>	1	<u>\$2,760.00</u>
7	Oxidation Ditch No. 1 Equipment and Installation- the total amount for installing and furnishing two (2) down opening weir gates, two (2) hand wheel operated gates, motor operated actuators, and electrical components, controls, and all appurtenances required for a complete and fully functioning gates in conjunction with and properly incidental to the Contract Documents.	LS	1	<u>\$65,389.00</u>	<u>\$65,389.00</u>	1	<u>\$65,389.00</u>
8	NPW Main Remove and Replace- the total amount for removing and replacing an existing ¾-inch NPW Main with a 2-inch. The burial depth of existing and proposed main is approximately 2-ft.	LS	1	<u>\$2,000.00</u>	<u>\$2,000.00</u>	1	<u>\$2,000.00</u>
A. SUBTOTAL BASE BID AMOUNT (Items 1 – 8)					<u>\$420,037.95</u>		<u>\$420,037.95</u>
9	Mobilization and Demobilization – this item shall include project move-in and move-out of personnel and equipment, for all work including furnishing all labor, materials, tools, equipment and incidentals required to mobilize, demobilize, clean site upon project completion, and bond and insure the Work for the City of Pharr Secondary Clarifier No. 2 Replacement Project, in accordance with the Contract Documents, complete in place. Mobilization and Demobilization each cannot exceed 50% of the bid item value. Percent of Line Item "A" Subtotal Base Bid written in words _____ Percent (Maximum of 10% of Line Item A, Subtotal Base Bid (Items 1–8) amount)	LS	1	<u>\$37,803.41</u>	<u>\$37,803.41</u>	1	<u>\$37,803.41</u>
B. TOTAL BID AMOUNT (Items 1 – 9)					<u>\$457,841.36</u>		<u>\$457,841.36</u>

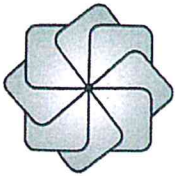
1	A36 Steel, Carbon Steel (Hot Dipped Galvanized Coating in accordance with ASTM A123/A123M) – reduction in cost to furnish and install an A36 steel (hot dipped galvanized), carbon steel clarifier mechanism to include: (1) center pier and influent column, (2) influent stilling well (feedwell), (3) center torque cage, (4) rake arm, (5) skimming arm, and (6) scum trough for the Secondary Clarifier.	LS	1	<u>-\$46,963.00</u>	<u>-\$46,963.00</u>	1	<u>-\$46,963.00</u>
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2	Clarifier No. 1 Control Panel – additional cost to furnish and install a clarifier control panel for Clarifier No. 1. This includes all and any additional electrical wiring/components pursuant to the Contract Documents.	LS	1	<u>\$16,384.05</u>	<u>\$16,384.05</u>	1	<u>\$16,384.05</u>
C. TOTAL BID AMOUNT (Items 1 – 2)					<u>-\$30,578.95</u>		<u>-\$30,578.95</u>

1	Repair Secondary Clarifier Grout - The total amount to repair existing Secondary Clarifier grout. The means and methods to safely repair grout shall be the Contractor's Responsibility. Contractor to submit procedure to repair grout for Engineer's/Owner's Approval.	LS	1	\$15,000.00	\$15,000.00	0	<u>\$0.00</u>
2	Betterment	LS	1	<u>\$25,000.00</u>	<u>\$25,000.00</u>	1	<u>\$40,000.00</u>
	<i>Betterment #1 - Oxidation Ditch #1 Underground Cable Replacement.</i>	LS				1	<u>-\$22,462.50</u>
	<i>Betterment #2 - Concrete Repairs on Clarifier.</i>	LS				1	<u>-\$2,250.00</u>
	<i>Betterment #3 - Grate at Oxidation Ditch #1 Effluent Box.</i>	LS				1	<u>-\$6,830.00</u>
D. TOTAL BID AMOUNT (Items 1 – 2)					<u>\$40,000.00</u>		<u>\$31,542.50</u>

1	Remove and replace 2-inch Secondary Clarifier grout layer - the total amount to remove and replace existing Secondary Clarifier 2-inch grout layer. The means and methods to safely remove and replace grout shall be the Contractor's Responsibility. Contractor to submit procedure to remove and replace grout for Engineer's/Owner's Approval.	LS	1	<u>\$18,500.00</u>	<u>\$18,500.00</u>	1	<u>\$18,500.00</u>
E. TOTAL BID AMOUNT (Items 1)					<u>\$18,500.00</u>		<u>\$18,500.00</u>

	CONTRACT AMOUNT	FINAL CHANGE ORDER AMOUNT
A. & B.) SUBTOTAL BASE BID AMOUNT (Items 1 – 9):	<u>\$457,841.36</u>	<u>\$457,841.36</u>
C.) TOTAL BID AMOUNT (Items 1 – 2):	-\$46,963.00 \$16,384.05	-\$46,963.00 \$16,384.05
D.) TOTAL BID AMOUNT (Items 1 – 2):	\$40,000.00	\$31,542.50
E.) TOTAL BID AMOUNT (Items 1):	\$18,500.00	\$18,500.00
TOTAL PROJECT AMOUNT:	\$532,725.41	\$524,267.91
CHANGE ORDER (DEDUCTION):		\$8,457.50



S&GE, L.L.C.

October 24, 2017

Mr. Jose Villegas
Public Utilities Director
City of Pharr
801 E. Sam Houston
Pharr, Texas 78577

Re: City of Pharr Secondary Clarifier No. 2 Replacement Project
Betterment Field Directive No. 1, 2, & 3

Dear Mr. Villegas:

Transmitted herewith for your review and approval is Betterment Field Directive No. 1, 2, & 3 for the following respective amounts: \$22,462.50, \$2,250.00, and \$6,830.00. Quantities will be reconciled as part of Change Order #1, and an unused line item will be used to increase Betterment balance. The Betterment Allowance will be supplemented by transferring the following unused pay item:

Bid Item D-

Item 1 (Repair Secondary Clarifier Grout)- \$15,000.00

The new balance in the Betterment Allowance after the transfer is made for the aforementioned bid item is \$40,000 (25,000+\$15,000).

The Betterment Allowance Balance remaining once Betterment No. 1, 2, & 3 is paid is \$8,457.50.

S&GE recommends acceptance of Betterment Field Directive No. 1, 2, & 3 and allow the Contractor to invoice the same amount under the designated adjusted Betterment Allowance Pay Item. Please sign the Contractor's betterment signature page if this is acceptable (**Attachment A**).

Below is a brief description of the directive and justification:

Betterment #1

This work consist of replacing power supply conduit and wires from the power supply panel to the motors at Oxidation Ditch #1. The motors are currently being powered via temporary conduit. Conduit will be buried and wires protected.

Refer to the Contractor's detailed cost breakdown (\$22,462.50).



Mr. Jose Villegas
City of Pharr
Page 2
October 24, 2017

Betterment #2

This covers minor repairs to the mortar wall inside and outside of the clarifier.

Refer to the Contractor's detailed cost breakdown (\$2,250.00).

Betterment #3

This is to replace existing aluminum grating at the Oxidation Ditch #1. Once the existing gates were removed it was determined that grating would have to be replaced as well.

Refer to the Contractor's detailed cost breakdown (\$6,830.00).

This work will be paid under Bid Item D- Cash Allowance, Item No. 2 Betterment. Provided below is a cumulative/running balance for this Allowance. Refer to Attachment A for approval signature page and itemized breakdown of the Contractor's pricing.

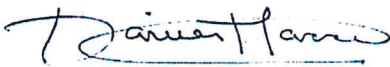
**CITY OF PHARR WATER TRANSMISSION MAIN IMPROVEMENTS
CASH ALLOWANCE**

BETTERMENT NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
2	Betterment	LS	1	\$40,000.00	+\$25,000.00
Date Transferred 10/4/17	<u>Bid Item D- 1</u>	LS	1	+\$15,000.00	+\$40,000.00
1	<u>Betterment No. 1</u> - Oxidation Ditch #1 Underground Cable Replacement.	LS	1	-\$22,462.50	-\$22,462.50
2	<u>Betterment No. 2</u> - Concrete Repairs on Clarifier.	LS	1	-\$2,250.00	-\$2,250.00
3	<u>Betterment No. 3</u> - Grate at Oxidation Ditch #1 Effluent Box.	LS	1	-\$6,830.00	-\$6,830.00
Remaining Cash Allowance Balance					\$8,457.50

*Refer to Attachment A for Contractor's Itemized breakdown.

Sincerely,

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



Javier Garcia, P.E.
Managing Partner

xc: S&GE File 5461



Attachment A

JMJ Constructors
2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmiconstructors@gmail.com

Date: October 20, 2017

To: S&GE L.L.C

Attn: Ricardo Salazar

Job: City of Pharr Secondary Clarifier No. 2 Replacement

Bid No. 1516-02-582-0037

Re: Oxidation Ditch #1 Underground

Betterment Use #1

Item	Description	Unit	QTY	Unit Price	Total
1	Oxidation Ditch #1 Underground (electrical)	LS	1	\$22,462.50	\$22,462.50
2	Complete by (12/22/2017)				
	Total Amount				\$22,462.50

Description

Oxidation Ditch #1 underground electrical equipment installation

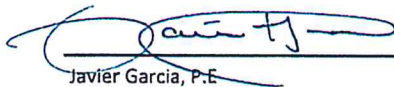
Submitted By:



JMJ Constructors

10/20/2017
Date

Approved by:

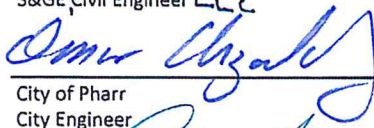


Javier Garcia, P.E.

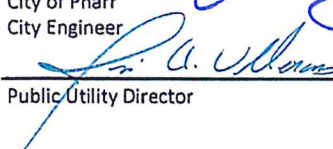
Date

10/24/17
Date

S&GE Civil Engineer L.L.C.



City of Pharr
City Engineer


Public Utility Director

Date

11-15-17
11/15/17
Date

JMJ Constructors
2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmiconstructors@gmail.com

Date: October 20, 2017

To: S&GE L.L.C

Attn: Ricardo Salazar

Job: City of Pharr Secondary Clarifier No. 2 Replacement

Bid No. 1516-02-582-0037

Re: Existing Clarifier Wall Repairs

Betterment Use #2

Item	Description	Unit	QTY	Unit Price	Total
1	Existing Clarifier Wall Repairs	LS	1	2,250.00	2,250.00
2	Complete by 12/15/2017				
	Total Amount				2,250.00

Description

Repair existing clarifier damaged concrete with Verticoat Supreme.

Submitted By:

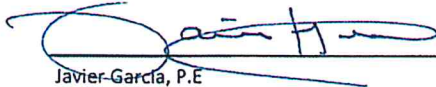


JMJ Constructors

10/20/2017

Date

Approved by:



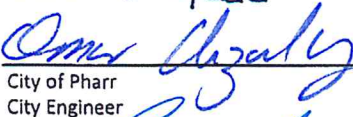
Javier Garcia, P.E.

Date

10/24/17

Date

S&GE Civil Engineer, LLC



City of Pharr
City Engineer



Public Utility Director

Date

11-15-17

Date

11-15-17

Date

JMJ Constructors
2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmiconstructors@gmail.com

Date: October 20, 2017

To: S&GE L.L.C

Attn: Ricardo Salazar

Job: City of Pharr Secondary Clarifier No. 2 Replacement

Bid No. 1516-02-582-0037

Re: Grating at oxidation ditch #1 effluent box

Betterment Use #3

Item	Description	Unit	QTY	Unit Price	Total
1	Gray FRP Grating 4' 1-1/2"x 11'3"x 1-1/2"	EA	1	\$3,480.00	\$3,480.00
2	SS Angles 2"x 2"x 1/4"	EA	1	\$650.00	\$650.00
3	Man Hours	MH	90	\$30.00	\$2,700.00
4	Complete by 12/8/2017				
	Total Amount				\$6,830.00

Description

Replace existing aluminum grating with FRP grating and stainless steel angles at the oxidation ditch #1 box..

Submitted By:

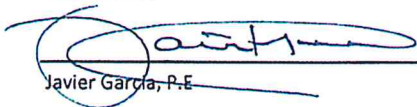


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10/20/2017

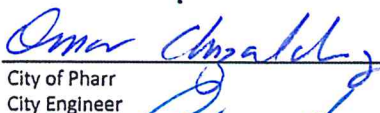
Date

Approved by:

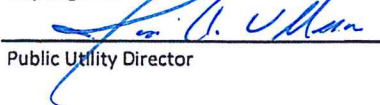


Javier Garcia, P.E.

S&GE Civil Engineer, L.L.C.



City of Pharr
City Engineer



Public Utility Director

Date

10/24/17

Date

11-15-17

Date

11-15-17

Date

JMJ Constructors
2005 N. Los Ebanos Blvd.
Mission, TX 78573
jmjconstructors@gmail.com

January 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Actual: 85° 64°	2 Actual: 93° 61°	3 Actual: 88° 55°	4 Actual: 66° 54°	5 Actual: 81° 59°	6 Actual: 70° 39°	7 Actual: 50° 32°
8 Actual: 60° 35°	9 Actual: 80° 42°	10 Actual: 88° 62°	11 Actual: 86° 65°	12 Actual: 86° 70°	13 Actual: 87° 68°	14 Actual: 79° 69°
15 Actual: 86° 69°	16 Actual: 82° 69°	17 Actual: 87° 70°	18 Actual: 76° 60°	19 Rain Day Actual: 69° 61°	20 Actual: 81° 64°	21 Actual: 96° 54°
22 Actual: 85° 57°	23 Actual: 83° 50°	24 Actual: 91° 62°	25 Actual: 86° 62°	26 Actual: 74° 51°	27 Actual: 70° 51°	28 Actual: 57° 46°
29 Actual: 77° 41°	30 Actual: 78° 47°	31 Actual: 83° 48°				

JMJ Constructors

2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

January 2017 Rain Days

1 Rain Day – 1/19/2017

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2005 N. Los Ebanos Blvd.
Mission, TX 78573
jmjconstructors@gmail.com

February 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Actual: 88° 58°	2 Actual: 88° 64°	3 Actual: 72° 62°	4 Actual: 64° 60°
5 Actual: 84° 62°	6 Actual: 87° 71°	7 Actual: 94° 69°	8 Actual: 94° 71°	9 Actual: 82° 60°	10 Actual: 86° 68°	11 Actual: 91° 71°
12 Actual: 89° 72°	13 Actual: 89° 74°	14 Actual: 79° 62°	15 Actual: 73° 51°	16 Actual: 77° 49°	17 Actual: 89° 59°	18 Actual: 93° 60°
19 Actual: 93° 74°	20 Actual: 82° 60°	21 Actual: 94° 57°	22 Actual: 98° 52°	23 Actual: 101° 54°	24 Actual: 95° 69°	25 Actual: 82° 59°
26 Actual: 90° 64°	27 Actual: 93° 69°	28 Actual: 96° 74°				

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2005 N Los Ebanos Blvd.

Alton, Texas 78573

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February 2017 Rain Days

No Days

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Mission, TX 78573
jmjconstructors@gmail.com

March 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Actual: 88° 70°	2 Actual: 76° 62°	3 Actual: 74° 63°	4 Rain Day Actual: 75° 64°
5 Actual: 85° 65°	6 Actual: 89° 72°	7 Actual: 89° 74°	8 Actual: 89° 73°	9 Rain Day Actual: 85° 71°	10 Wet Day Actual: 84° 71°	11 Actual: 87° 69°
12 Actual: 75° 60°	13 Actual: 67° 60°	14 Actual: 80° 53°	15 Actual: 85° 59°	16 Actual: 87° 64°	17 Actual: 86° 68°	18 Actual: 88° 67°
19 Actual: 89° 65°	20 Actual: 89° 64°	21 Actual: 89° 64°	22 Actual: 89° 66°	23 Actual: 88° 67°	24 Actual: 91° 74°	25 Actual: 95° 72°
26 Actual: 90° 70°	27 Actual: 92° 70°	28 Actual: 92° 74°	29 Actual: 94° 68°	30 Actual: 90° 63°	31 Actual: 93° 61°	

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Alton, Texas 78573

jmjconstructors@gmail.com

March 2017 Rain Days

1 Rain Day – 3/9/2017

1 Wet Day – 3/10/2017

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Mission, TX 78573
jmjconstructors@gmail.com

April 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Actual: 92° 74°
2 Actual: 98° 76°	3 Actual: 96° 62°	4 Actual: 97° 68°	5 Actual: 86° 68°	6 Actual: 84° 56°	7 Actual: 87° 62°	8 Actual: 88° 66°
9 Actual: 91° 71°	10 Rain Day Actual: 92° 76°	11 Actual: 92° 70°	12 Actual: 86° 69°	13 Actual: 90° 71°	14 Actual: 90° 70°	15 Actual: 90° 71°
16 Actual: 90° 73°	17 Actual: 92° 72°	18 Actual: 91° 68°	19 Actual: 93° 68°	20 Actual: 94° 71°	21 Actual: 94° 72°	22 Actual: 96° 73°
23 Actual: 82° 64°	24 Actual: 87° 59°	25 Actual: 99° 70°	26 Actual: 105° 77°	27 Actual: 95° 72°	28 Actual: 102° 75°	29 Actual: 102° 79°
30 Actual: 90° 65°						

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2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

April 2017 Rain Days

1 Rain Day – 4/10/2017

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 Mission, TX 78573
 jmjconstructors@gmail.com

May 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	Actual: 95° 61°	Actual: 93° 68°	Actual: 96° 76°	Actual: 93° 65°	Actual: 92° 60°	Actual: 93° 63°
7	8	9	10	11	12	13
Actual: 89° 66°	Actual: 84° 71°	Actual: 90° 75°	Actual: 94° 75°	Actual: 96° 77°	Actual: 104° 73°	Actual: 97° 74°
14	15	16	17	18	19	20
Actual: 97° 71°	Actual: 96° 76°	Actual: 96° 80°	Actual: 98° 81°	Actual: 95° 80°	Actual: 99° 79°	Actual: 95° 80°
21	22	23	24	25	26	27
Actual: 98° 79°	Actual: 94° 80°	Actual: 97° 73°	Actual: 93° 67°	Actual: 97° 67°	Actual: 102° 81°	Actual: 104° 82°
28	Rain Day 29	Wet Day 30	31			
Actual: 101° 81°	Actual: 89° 71°	Actual: 96° 74°	Actual: 92° 75°			

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2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

May 2017 Rain Days

1 Rain Day – 5/29/2017

1 Wet Day – 5/30/2017

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2005 N. Los Ebanos Blvd.
Mission, TX 78573
jmjconstructors@gmail.com

June 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Actual: 98° 76°	2 Actual: 98° 78°	3 Actual: 99° 77°
4 Actual: 100° 77°	5 Actual: 106° 77°	6 Actual: 100° 75°	7 Actual: 102° 76°	8 Actual: 99° 73°	9 Actual: 100° 74°	10 Actual: 100° 74°
11 Actual: 99° 76°	12 Actual: 101° 76°	13 Actual: 102° 79°	14 Actual: 100° 80°	15 Actual: 102° 79°	16 Actual: 105° 80°	17 Actual: 105° 80°
18 Actual: 103° 81°	19 Actual: 102° 77°	20 Actual: 103° 79°	21 Actual: 107° 79°	22 Actual: 111° 81°	23 Actual: 104° 82°	24 Actual: 103° 80°
25 Actual: 91° 78°	26 Actual: 98° 79°	27 Actual: 98° 79°	28 Actual: 99° 78°	29 Actual: 101° 81°	30 Actual: 102° 82°	

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Alton, Texas 78573

jmjconstructors@gmail.com

June 2017 Rain Days

No Rain Days

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Mission, TX 78573
jmjconstructors@gmail.com

July 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Actual: 101° 82°
2 Actual: 102° 80°	3 Actual: 103° 81°	4 Actual: 103° 81°	5 Actual: 103° 78°	6 Actual: 101° 80°	7 Actual: 96° 76°	8 Actual: 95° 78°
9 Actual: 96° 73°	10 Actual: 98° 76°	11 Actual: 99° 79°	12 Actual: 93° 79°	13 Actual: 101° 79°	14 Actual: 104° 77°	15 Actual: 103° 77°
16 Actual: 99° 79°	17 Actual: 100° 77°	18 Actual: 102° 78°	19 Actual: 103° 80°	20 Actual: 104° 81°	21 Actual: 103° 79°	22 Actual: 103° 80°
23 Actual: 102° 78°	24 Actual: 101° 80°	25 Actual: 102° 80°	26 Actual: 99° 77°	27 Actual: 102° 75°	28 Actual: 104° 77°	29 Actual: 105° 79°
30 Actual: 106° 80°	31 Actual: 105° 79°					

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Alton, Texas 78573

jmjconstructors@gmail.com

July 2017 Rain Days

No Rain Days

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 2005 N. Los Ebanos Blvd.
 Mission, TX 78573
 jmjconstructors@gmail.com

August 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Actual: 104° 80°	2 Actual: 104° 80°	3 Actual: 102° 82°	4 Actual: 101° 81°	5 Actual: 104° 82°
6 Actual: 104° 83°	7 Actual: 103° 80°	8 Actual: 105° 80°	9 Actual: 104° 81°	Rain Day 10 Actual: 92° 76°	Wet Day 11 Actual: 99° 77°	12 Actual: 103° 80°
13 Actual: 103° 79°	14 Actual: 101° 80°	15 Actual: 101° 81°	16 Actual: 103° 81°	17 Actual: 101° 82°	18 Actual: 104° 82°	19 Actual: 103° 78°
20 Actual: 102° 79°	21 Actual: 99° 79°	22 Actual: 99° 80°	23 Actual: 101° 78°	24 Actual: 102° 78°	25 Actual: 96° 80°	26 Actual: 103° 82°
27 Actual: 100° 82°	28 Actual: 99° 80°	29 Actual: 101° 75°	30 Actual: 103° 76°	31 Actual: 104° 80°		

JMJ Constructors

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Alton, Texas 78573

jmjconstructors@gmail.com

August 2017 Rain Days

1 Rain Day – 8/10/2017

1 Wet Day – 8/11/2017

JMJ Constructors
 2005 N. Los Ebanos Blvd.
 Mission, TX 78573
 jmjconstructors@gmail.com

September 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Actual: 102° 80°	2 Actual: 99° 77°
3 Actual: 99° 79°	4 Actual: 93° 78°	5 Actual: 96° 73°	6 Actual: 97° 74°	7 Actual: 95° 74°	8 Actual: 84° 67°	9 Actual: 95° 76°
10 Actual: 95° 69°	11 Actual: 95° 68°	12 Actual: 98° 68°	13 Actual: 102° 72°	14 Actual: 101° 76°	15 Actual: 100° 72°	16 Actual: 100° 75°
17 Actual: 101° 78°	18 Actual: 101° 81°	19 Actual: 101° 80°	20 Actual: 102° 81°	21 Actual: 101° 81°	22 Actual: 97° 79°	23 Actual: 97° 79°
24 Actual: 99° 78°	25 Actual: 99° 78°	26 Actual: 92° 78°	Rain Day 27 Actual: 93° 77°	Rain Day 28 Actual: 89° 78°	29 Actual: 93° 75°	30 Actual: 92° 75°

JMJ Constructors

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Alton, Texas 78573

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September 2017 Rain Days

1 Rain Day – 9/27/2017

1 Rain Day – 9/28/2017

JMJ Constructors
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Mission, TX 78573
jmjconstructors@gmail.com

October 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Actual: 92° 76°	2 Actual: 95° 76°	3 Actual: 91° 76°	4 Actual: 93° 78°	5 Actual: 92° 76°	6 Actual: 92° 72°	7 Actual: 94° 72°
8 Actual: 95° 74°	9 Actual: 95° 75°	Rain Day 10 Actual: 87° 64°	Wet Day 11 Actual: 69° 64°	12 Actual: 90° 66°	13 Actual: 91° 74°	14 Actual: 92° 76°
15 Actual: 94° 73°	16 Actual: 85° 63°	17 Actual: 86° 57°	18 Actual: 86° 60°	19 Actual: 82° 66°	20 Actual: 92° 72°	21 Actual: 94° 74°
22 Actual: 98° 74°	23 Actual: 89° 67°	24 Actual: 85° 61°	25 Actual: 84° 54°	26 Actual: 87° 56°	27 Actual: 84° 61°	28 Actual: 70° 49°
29 Actual: 76° 44°	30 Actual: 87° 52°	31 Actual: 88° 67°				

JMJ Constructors

2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

October 2017 Rain Days

1 Rain Day – 10/10/2017

1 Wet Day – 10/11/2017

JMJ Constructors
2005 N. Los Ebanos Blvd.
Mission, TX 78573

NOVEMBER 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Actual: 91° 66°	2 Actual: 93° 74°	3 Actual: 92° 78°	4 Actual: 94° 73°
5 Actual: 95° 74°	6 Actual: 93° 71°	7 Actual: 93° 70°	8 Rain Day Actual: 86° 58°	9 Rain Day Actual: 62° 55°	10 Rain Day Actual: 65° 58°	11 Rain Day Actual: 78° 63°
12 Rain Day Actual: 86° 69°	13 Rain Day Actual: 83° 71°	14 Wet Day Actual: 84° 67°	15 Wet Day Actual: 86° 66°	16 Wet Day Actual: 87° 71°	17 Wet Day Actual: 88° 70°	18 Wet Day Actual: 90° 71°
19 Actual: 72° 57°	20 Rain Day Actual: 67° 54°	21 Wet Day Actual: 85° 55°	22 Wet Day Actual: 72° 56°	23 Actual: 76° 46°	24 Actual: 81° 47°	25 Actual: 86° 55°
26 Actual: 85° 63°	27 Actual: 83° 58°	28 Actual: 85° 60°	29 Rain Day Actual: 86° 67°	30 Wet Day Actual: 85° 63°		

JMJ Constructors
2005 N Los Ebanos Blvd.
Alton, Texas 78573
jmjconstructors@gmail.com

November 2017 Rain Days

1 Rain Day – 11/8/2017
1 Rain Day – 11/9/2017
1 Rain Day – 11/10/2017
1 Rain Day – 11/13/2017
1 Wet Day – 11/14/2017
1 Wet Day – 11/15/2017
1 Wet Day – 11/16/2017
1 Wet Day – 11/17/2017
1 Rain Day – 11/20/2017
1 Wet Day – 11/21/2017
1 Wet Day – 11/22/2017
1 Rain Day – 11/29/2017
1 Wet Day – 11/30/2017

JMJ Constructors
2005 N. Los Ebanos Blvd.
Mission, TX 78573

December 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					Actual: 82° 60°	Actual: 86° 60°
3	4	Rain Day 5	Rain Day 6	Rain Day 7	Snow Day 8	9
Actual: 86° 66°	Actual: 89° 70°	Actual: 87° 57°	Actual: 56° 47°	Actual: 47° 38°	Actual: 50° 34°	Actual: 70° 38°
10	11	12	13	Rain Day 14	Rain Day 15	Rain Day 16
Actual: 73° 43°	Actual: 74° 43°	Actual: 76° 47°	Actual: 67° 41°	Actual: 67° 51°	Actual: 61° 49°	Actual: 52° 49°
17	Rain Day 18	19	20	21	22	23
Actual: 61° 51°	Actual: 67° 57°	Actual: 85° 63°	Actual: 84° 64°	Actual: 87° 62°	Actual: 89° 66°	Actual: 69° 55°
24	25	26	Rain Day 27	28	Rain Day 29	30
Actual: 78° 58°	Actual: 60° 49°	Actual: 68° 55°	Actual: 67° 45°	Actual: 49° 44°	Actual: 54° 48°	Actual: 64° 54°
Rain Day 31						
Actual: 64° 45°						

JMJ Constructors

2005 N Los Ebanos Blvd.

Alton, Texas 78573

jmjconstructors@gmail.com

December 2017 Rain Days

1 Rain Day – 12/5/2017

1 Rain Day – 12/6/2017

1 Rain Day – 12/7/2017

1 Snow Day – 12/8/2017

1 Rain Day – 12/14/2017

1 Rain Day – 12/15/2017

1 Rain Day – 12/18/2017

1 Rain Day – 12/27/2017

1 Rain Day – 12/29/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.H.

DATE SUBMITTED: April 13, 2018

MEETING DATE: April 16, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of the City of Pharr Lift Station No. 25 and 16-inch Forcemain Project (Bid Number 1516-02-582-0028)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Saenz Brothers Construction, LLC has completed the City of Pharr Lift Station No. 25 and 16-inch Forcemain Project, and improvements were completed in general compliance with plans and specifications.

Financial Consideration:

Staff Recommendation: Staff recommends approval of Final Acceptance of the project.

Alternatives: None.

ROUTING:

Omar Anzaldua

Created/Initiated - 04/13/2018

Omar Anzaldua

Approved - 04/13/2018

City Management Office

New - 11/17/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: April 12, 2018

MEETING DATE: April 16, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on the purchase of real property legally described as Pharr Original Townsite Lots 11-16, Block 50, Pharr, Hidalgo County, Texas.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: This item will be discussed in executive session

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Angie Resio

Created/Initiated - 04/12/2018

Roland Gomez

Approved - 04/12/2018

Patricia Rigney

New -

City Management Office



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Sandra Zamora, Purchasing Director

DEPARTMENT: Purchasing

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Subscription based Service Contract for the use of Procurement Software (Project No. 1718-01-513-IPQ006-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Staff requests authorization to enter into a subscription based Service Contract with Bentley Systems Inc. from Exton, Pennsylvania for the use of their online software product referred to as "Procureware." Initial contract period shall be for one (1) year and may be renewed annually. (1-time Set-up Fee \$4,000 plus Annual Subscription Fee \$15,500 for a total cost of \$19,500).

Attached is a Bid Tabulation.

Software Features:

Maintain Bidders List (Class-Items, DBE, HUB)

Bid Management

Post Informal and Formal Bid Solicitations

Accept Online Bids, Proposals, & SOQs

Creates Bid Tabulations, Allows Evaluation & Scoring

Maintain Document Repository on Certificates of Insurance

Financial Consideration: 01-51300-8806 Budget \$20,000

Staff Recommendation:

Staff recommends award of contract as depicted above. If approved, staff request that the City Manager be authorized to extend the subscription service on an annual basis subject to vendor performance remaining acceptable and subscription fee remaining constant.

Alternatives:

ROUTING:

Sandra Zamora

Created/Initiated - 04/11/2018

Sandra Zamora

Approved - 04/11/2018

Jose Pena

Approved - 04/11/2018

Patricia Rigney

New -

Karla Moya

City Management Office



PROJECT #1718-01-513-IPQ006-003

PROCUREMENT SOFTWARE

VENDOR	COMMITMENT TIME	SET UP FEE	ANNUAL SUBSCRIPTION	NOTES	TOTAL COST
BENTLEY SYSTEMS INC. EXTON, PENNSYLVANIA ★	OPTION 2-PROCUREWARE				
	1 YR	\$ 4,000	\$ 15,500	UNLIMITED - USER LICENSES	★ \$19,500.00
BENTLEY SYSTEMS INC. EXTON, PENNSYLVANIA	OPTION 1 - PROCUREWARE				
	1 YR	\$ 4,000	\$ 10,000	OPTION 1 - (4) USER LICENSES; \$2,500/ADDT'L USER LICENSE	\$14,000.00
ION WAVE TECHNOLOGIES SPRINGFIELD, MO	OPTION 1 - ION WAVE (1 YR COMMITMENT)				
	1 YR	\$ 9,000	\$ 28,500	UNLIMITED - USER LICENSES	\$37,500.00
ION WAVE TECHNOLOGIES SPRINGFIELD, MO	OPTION 2 - ION WAVE (5 YR COMMITMENT REQUIRED)				
	5 YRS	\$ 4,000	\$ 18,500	UNLIMITED; YR2 \$18,850; YR3 \$19,200; YR4 \$19,550, YR5 \$19,900	\$22,500.00



ProjectWise ProcureWare Proposal Annual Subscription

Prepared for: City of Pharr

February 15, 2018

City of Pharr ("Subscriber") Contact Information

This proposal has been prepared for:

Name: Sandra Zamora
Title: Procurement Director
Address: 118 S. Cage Blvd.
Pharr, TX 78577
Telephone: (956) 702-5300
Email: sandra.zamora@pharr-tx.gov

Bentley Contact Information

Your primary point of contact in relation to this response is:

Name: Tim Schmidt
Title: Product Sales Consultant
Telephone: (888) 291-8430
Email: timothy.schmidt@bentley.com

Non-disclosure

The information contained in this document is confidential and is submitted by Bentley Systems, Incorporated or one of its direct or indirect wholly owned subsidiaries ("Bentley") on the basis that the Subscriber will use it solely for the purposes of evaluating the Bentley proposal. The Subscriber may permit those of its employees, advisers and agents having a need to know the contents of this proposal to have access to such contents, but shall ensure that such employees, advisers and agents are bound by the Subscriber's obligation to keep it confidential. Subject to that, the contents may not be disclosed in whole or in part to any third party without the prior express written consent of Bentley. The Subscriber's acceptance of these obligations shall be indicated by the Subscriber's use of any of the information contained in this document.

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1. Executive Summary

Thank you for your consideration of ProcureWare by Bentley Systems. I am very excited about the prospect of working with the City of Pharr and hope we have the opportunity. Based upon our discussions, I believe that ProcureWare is an ideal solution for you.

We understand that the City is currently managing all its RFx events manually using spreadsheets and email. All bid responses are received in hardcopy and evaluation involves many manual steps to consolidate information for review. Informal bids are managed by individual departments so there is limited consistency, oversight, or visibility of the entire process. of the entire

The City desires to implement a new procurement system like the City of McAllen. The system will reduce the time required to for managing the bid process, allow decentralized users to be more consistent in their approach, and give management better control and oversight. It is expected new technology can reduce staff time by up to 70%, increase the number of responses per bid, and lower prices. It will also facilitate documentation of the bidding process to improve transparency and oversight.

In addition to streamlining the bidding processes, the City hopes to gain better control and oversight of supplier contracts by centralizing contract information, having reminders for key dates and milestones, and through use of integrated insurance and certification tracking.

ProcureWare is the ideal solution. ProcureWare provides an end-to-end procurement platform including supplier management, sourcing, and contract administration. Its focus is to help local governments be more efficient and to make it easier to stay in compliance with government procurement best practices including handling of sealed bids. As a result, you will save time, reduce risk, minimize errors, and improve consistency while reducing costs and saving money. With the investment being less than one FTE, the system pays for itself in most organizations in the first few months!

Bentley Systems has a strong track record of delivering these results. The procurement software team has been serving the public-sector market since 1999, its team includes former procurement staff, and we have over 300 government organizations using its software including the cities of Vancouver, WA, Salisbury, MD, and McAllen, TX.

We are confident that our ProcureWare system will exceed your expectations at reasonable cost.

We appreciate the opportunity to offer this proposal and look forward to hearing from you.

2. ProjectWise ProcureWare

2.1 Solution Overview

ProjectWise ProcureWare (ProcureWare) is an integrated procurement and bid management system for supplier management, sourcing, and contract management. Delivered as a SaaS (“Software-as-a-Service”) solution through a dedicated, branded and configurable web portal, the system enables organizations such as the City of Pharr to drive process efficiency and cost savings throughout the procurement lifecycle as described in Appendix A.

The City will be able to make smart award decisions by selecting the right suppliers, efficiently engaging suppliers for sourcing events, and analyzing bid responses.

By implementing ProcureWare, the City will be able to:

- Centralize procurement data for informed decision making
- Drive consistent adoption of procurement best practices across the organization
- Shorten the purchase time of goods and services
- Ensure healthy supplier competition to increase quality and achieve price objectives

The proposed solution provides the City of Pharr with ProcureWare deployed within our data center, combined with the Bentley Professional Services required to configure the software to industry standards and the provision of training to the City’s users. It is scalable and capable of meeting the City’s current and future business requirements.

By leveraging the power of Bentley managed services, hardware procurement and resource allocation costs as well as administrative burdens associated with system upgrades and maintenance are no longer necessary. The solution also includes disaster recovery, backups, and system redundancy as stated in the Service Level Agreement (SLA) included with this proposal in Appendix B. This will enable the City of Pharr to realize significant reduction in cost associated with delivering and managing traditional on-premise server hardware, operating system support and compatibility, as well as database licensing and maintenance fees.

2.2 Commitment to Security, Data Governance and Compliance

Bentley is committed to cloud security, data privacy and governance, and compliance. Bentley has taken many steps to safeguard the integrity of customer data and prevent unauthorized access to the information it maintains. These steps include authentication, monitoring, auditing, and encryption. Security measures are built into the design, implementation and day-to-day practices of the entire operating environment as a part of our continuing commitment to risk management. These measures are designed to prevent corruption of data and unauthorized access to ProcureWare systems and information. The data center is SOC-2 certified and our information security management policies are aligned with best practices for information technology (IT) services management. For all users of Bentley cloud provisioned services, data is fully backed up and can be restored with the recovery time objective (RTO) and recovery point objective (RPO) specified in the service level agreement (SLA) provided.

3. Implementation & Subscription Services

The following services are provided by Bentley to enable the City to maximize the benefits of implementing the ProcureWare solution. The costs of these services are provided in Section 4 of this proposal.

3.1 Implementation Services

3.1.1 System Configuration

After receipt of an accepted order, Bentley will provide the City of Pharr with a questionnaire that will help us configure the website with user-defined fields and business rules that apply to your business requirements. Our system configuration services will be done within the context of available, built-in configuration features and do not include software customization. Bentley will set up Pharr's ProcureWare website portal at a designated website address.

3.1.2 System Launch Support

Going live with your ProcureWare website will typically involve creating links from your existing website to the new ProcureWare portal and notifying existing suppliers. Bentley will advise and consult with you on best practices for launching the website. System launch support is included in the fee for system configuration.

3.1.3 User Training

Bentley will deliver four hours of online training for your internal staff on how to use the ProcureWare system. Additional training, if requested, will be done on a time and materials basis. To supplement the training, video tutorials, online help, and PDF user manuals are accessible at a help web portal.

3.2 Subscription Services

3.2.1 Hosting and Software Maintenance

Bentley will provide hosting of the ProcureWare application, data and file storage, and maintenance of the data center infrastructure in accordance with the SLA in Appendix B. Periodic system updates, including bug fixes, performance enhancements, and new features will be released on a regular release schedule.

Hosting and software maintenance is included in the subscription fee.

3.2.2 Technical Support

Technical support is available to ProcureWare users via the online help portal. Response times are provided in the SLA included in Appendix B. Users may request a callback after creating a ticket in the online support system.

Technical support is included in the subscription fee.

4. Commercial Terms

4.1 ProcureWare Users

There are three types of ProcureWare users:

- Power Users – These users have full system access and editing privileges and will require a Pre-Paid Annual (PPA) Subscription (Bid Management PPA Visa) to access the solution
- Limited Access Users – These users are limited to read-only or bid evaluation team members and do not require a subscription fee
- Bidders (Suppliers)- These users are companies that bid on opportunities posted by the City and do not require a subscription fee

There are no limits on the number of Limited Access Users or Bidders that can access the City's ProcureWare solution.

4.2 Subscription Term

The initial term of the ProjectWise ProcureWare Subscription shall be one (1) year in duration ("Term"). Thereafter, the ProjectWise ProcureWare Subscription shall ~~automatically-renew~~ upon written agreement between the parties for subsequent subscription periods of one (1) year, ~~unless either party gives written notice of its election to not renew~~ subject to City providing at least thirty (30) days prior to expiration of the then-current subscription period its determination to renew.

4.3 City of Pharr Subscription Fees

For your project, we will provide an enterprise license calculated based upon the population of the City. The pricing below is calculated based upon a population of 80,000 residents.

Material Description	Quantity	Unit Pricing	Annual Fee (USD)
Bid Management Pre-Paid Annual Visa (Power Users)	Unlimited	N/A	\$15,500
Limited Access Users	<i>Included</i>	<i>Included</i>	<i>Included</i>
Bidders	<i>Included</i>	<i>Included</i>	<i>Included</i>
Annual Subscription Fee¹			\$15,500

Note:

- ¹ Annual Subscription Fee will be invoiced annually in advance of each Subscription Term.

4.4 Implementation Services

As described in Section 2 of this proposal, Bentley will provide the implementation services required for the proposed solution. The minimum implementation services required for implementation will be billed as a fixed fee and include:

- 12 hours of system configuration, consultation, and system launch support
- 4 hours of online training

The implementation services are provided on a one-time fixed fee basis and are not subject to automatic renewal at the end of the subscription term.

Prices are listed in USD			
Description	Quantity	Unit Price	Extended Price (USD)
System Configuration	1	\$4,000	\$4,000
System Launch Support	1		
Online User Training	1		
Professional Services Total ^{1,2}			\$4,000

Note:

- ¹ In addition to the Implementation Services fees, Bentley will invoice for travel time and accommodation expenses incurred in the performance of the proposed services based on actual expenses incurred.
- ² To process the order, Bentley will require a separate purchase order from the City for the value of the Professional Services fees shown above.
- The Scope of Services in this proposal is based upon information provided by Subscriber. Circumstances not contained in this information, or otherwise unknown to Bentley, may require an addition to the proposed scope of services. Moreover, any additional work that you may engage Bentley to execute will be subject to either a separate proposal or change control, and pricing where any discounts offered herein may not be available irrespective of whether it is completely new work or related to works delivered on the basis of this proposal.

5. Terms and Conditions

Bentley will perform the work described in this proposal under the current SELECT Program Agreement terms available to SELECT subscribers as of the date of this proposal, a copy of which is attached to this proposal for your review and signature (the “SELECT Agreement”). As you do not have a current SELECT Agreement in place with Bentley, signing a current SELECT Agreement is a prerequisite to purchasing the products and services proposed herein.

Additionally, unless your SELECT Agreement states differently:

- The Subscriber’s ProjectWise Subscription Term may sync with the Subscriber’s SELECT Program subscription and renew accordingly unless otherwise confirmed by Bentley.
- Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.
- To keep scheduled project dates, Bentley must schedule resources, book travel, etc. If Subscriber reschedules services and notification of a schedule change is received less than two full calendar weeks before the originally scheduled date, Bentley reserves the right to charge, and Subscriber agrees to pay, a rescheduling/cancellation fee of \$500 USD (or local currency equivalent) per scheduled person day plus any non-refundable reasonable expenses resulting from such changes will be charged. To minimize any such charges, please advise Bentley of any changes as soon as possible.
- The parties agree that if there are any additional or different terms or conditions appearing on any purchase order(s) issued to Bentley by your organization after the date of this proposal, any such additional or different purchase order terms or conditions shall not apply to the products and services described in this proposal, even if Bentley executes the purchase order and/or even if Bentley processes the order. For any of your organization’s additional or different terms or conditions to be binding on the parties (whether appearing on a purchase order or otherwise), the parties agree to implement any such additional or different terms or conditions via a separate written agreement only; otherwise no such terms and conditions shall apply to the project described in this proposal. In any event, the parties agree that at all times the applicable SELECT Agreement, as well as the terms and conditions of this proposal, shall always take precedence over any and all other documents that may pertain to this transaction, specifically including, without limitation, any terms and conditions accompanying your organization’s purchase order(s), whether accepted by Bentley or not in accordance with this paragraph.

Pricing, terms, and conditions of this proposal are valid for 60 days from the submittal date of this document. After this time, this proposal becomes null and void and will not be accepted by Bentley as a contractual document. To avoid delays in processing, please ensure the purchase order is signed, references the Bentley SELECT Program Agreement or any other contractual agreement in place, references this proposal, the Bill To address and payment terms of Net 30 Days. Credit terms are subject to approval by Bentley’s credit department.

Signed and Accepted:

To accept this proposal, please send an executed copy to the Bentley contact provided on page 2.

Bentley requires that subscription and professional services fees be invoiced separately and that separate purchase orders be issued for each. If you would like us to bill against purchase orders, please indicate the purchase order numbers below and attach copies of both with your signed acceptance of this proposal.

☒ **Purchase Order Required.** Please bill against Purchase Orders as shown in the table below:

Solution Component	Fee Type	Price	Issued by Bentley Entity	Pharr PO Number
Subscription	Pre-Paid Annual	\$ 15,500	Bentley Systems, Incorporated 685 Stockton Drive Exton PA, 19341	PO #171438
Implementation Services	Fixed Fee	\$ 4,000	Bentley Systems, Incorporated 685 Stockton Drive Exton PA, 19341	PO #171450

☐ **Purchase order is not required.** We will accept Bentley's invoices on the basis of this signed proposal.

Company Name: City of Pharr

Date: _____

Signature: _____

Bill To: _____

Printed Name: Juan G. Guerra, CPA, MBA

Ship To: _____

Printed Title: City Manager

Bentley Opportunity: 305XXXX

Appendix A: ProcureWare Data Sheet

PRODUCT DATA SHEET



ProjectWise® ProcureWare®

Increased Visibility and Collaboration for Supplier Management and Online Bidding

ProjectWise ProcureWare helps small and large organizations source a broad spectrum of procurement requirements for materials, services, and construction. It streamlines supplier registration and management, simplifies the RFx process, and helps procurement teams manage supplier contracts.

Manage Supplier Information

Choosing the best suppliers and service providers for your business is an integral part of successful project completion. Companies relying on a manual process to qualify suppliers and conduct bid events often pay the price with poor quality deliverables, higher prices, and missed deadlines. By implementing a centralized supplier management system, you can improve risk management, gain insight, and make informed procurement decisions. Customizable supplier registration forms allow you to capture key information regarding capabilities, certifications, insurance, diversity certifications, and experience. Suppliers are responsible to update their own company information and documentation, freeing up valuable staff time and ensuring up-to-date supplier information. ProcureWare makes it easy to send out supplier notifications and inform all relevant suppliers of upcoming bid events.

"ProcureWare has helped us modernize and streamline our procurement process, and it gives me better insights into our bidding activities and results."

— Kunjan Dayal, Procurement Director, Community Transit

Conduct Electronic Bidding and Evaluation

ProcureWare automates the sourcing lifecycle from supplier pre-qualification through online bidding, analysis, and award. The system digitizes your bid documents and distributes plan sets electronically, saving you money on printing and shipping costs. ProcureWare can help your team shorten the procurement process, efficiently manage sourcing events, and reach better award decisions. You can create standard templates and documents in the system to improve consistency across departments and bid events. When it is time to assess



ProcureWare gives organizations the necessary tools to drive process efficiency and cost savings throughout the bid management process.

proposals, all internal stakeholders can access up-to-date and reliable information, and collaborate online to evaluate and score supplier responses.

Stay Ahead of Contract Obligations

Ensure compliance with contract terms and conditions, and stay ahead of contract renewals and warranty expiration with ProcureWare. You can use ProcureWare to view important contract documents and share supplier performance information throughout your organization. Determining that your suppliers are properly insured is a critical risk-management function. You can easily log required insurance terms and certificates, set alert reminders for impending contract expirations, and produce comprehensive reports about insurance coverage across all contracts. The ProcureWare alerts feature can be used to track other key contract milestones like renewal dates, warranty expiration, and deadlines for exercising contract options.

Ensure Transparency in Public Procurement

The unique demands of public procurement place a high level of importance on transparency and auditability. With ProcureWare, you can easily track supplier diversity and conduct sealed bidding. The software maintains a transaction log of all communication, document views, and modifications to system records.

"Our property management e-procurement system is allowing us to increase competition for our clients' materials and services while cutting administrative time by over 60 percent."

— Richard Havens,
 Directory of Property Operations,
 NAI/Merlin Hunter Codman

Find out about Bentley
 at www.bentley.com

Contact Bentley
 1-800-BENTLEY (1-800-236-8539)
 Outside the US +1 610-458-5000

Global Office Listings
www.bentley.com/contact

ProjectWise ProcureWare At-A-Glance

Bid Management

- RfX templates
- Bidders list management
- Electronic bid responses
- Multi-part sealed bids
- Multi-step bid management
- Forward and reverse auction
- Configurable bid response forms
- Integrated Q&A management

Bid Evaluation and Scoring

- Automated bid tabulation
- Team bid scoring
- Side-by-side bid comparisons
- Compare bid estimates versus actual awards

Supplier Management

- Self-managed supplier registration
- Customizable supplier registration forms, categories, and service areas
- Supplier approval workflow
- Integrated diversity management and tracking

Contract Administration

- Streamlined award-to-contract
- Modifications/change order tracking
- Integrated task and event calendar
- Customizable contract fields
- Contract catalog and pricing
- Expiration alerts

Reporting

- Custom reports
- Charts and graphs
- Export to Excel or PDF
- Supplier diversity tracking and reporting
- Insights into bids and awards
- Compare estimates versus actual
- Monitor time-to-award

Risk Management

- Insurance and certification tracking
- Audit log of changes to supplier profiles, bids, and contracts
- Record of user log-ins, messages, and document downloads
- Message delivery tracking

Document Management

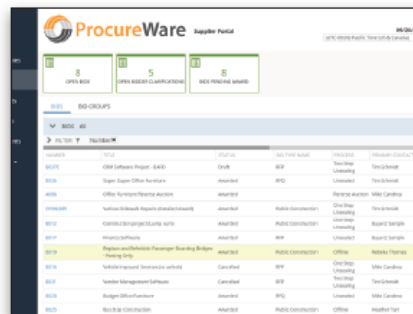
- Electronic bid document distribution
- Unlimited document storage
- Contract document repository

Communications

- Pre-bid question and response
- Integrated supplier notification system
- Custom message templates
- Automated and scheduled reminders

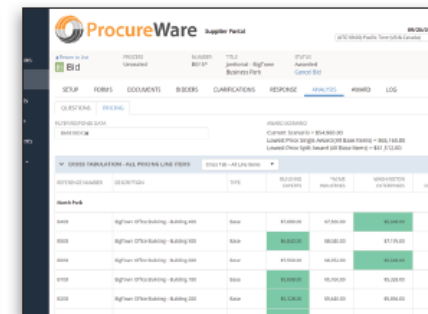
Administrative Features

- Centralized access to procurement data
- Personalized dashboard
- Multiple user roles and permissions
- Shared events calendar
- Approval workflows for bids, suppliers, and contracts



Bid ID	Bid Description	Status	Bidder
1001	Office Software Project - J&J	Open	J&J
1002	Office Software Project - J&J	Open	J&J
1003	Office Software Project - J&J	Open	J&J
1004	Office Software Project - J&J	Open	J&J
1005	Office Software Project - J&J	Open	J&J
1006	Office Software Project - J&J	Open	J&J
1007	Office Software Project - J&J	Open	J&J
1008	Office Software Project - J&J	Open	J&J
1009	Office Software Project - J&J	Open	J&J
1010	Office Software Project - J&J	Open	J&J

Manage the total sourcing lifecycle, from supplier selection and pre-qualification through online bidding, analysis, and award.



Bid ID	Bid Description	Status	Bidder
1001	Office Software Project - J&J	Open	J&J
1002	Office Software Project - J&J	Open	J&J
1003	Office Software Project - J&J	Open	J&J
1004	Office Software Project - J&J	Open	J&J
1005	Office Software Project - J&J	Open	J&J
1006	Office Software Project - J&J	Open	J&J
1007	Office Software Project - J&J	Open	J&J
1008	Office Software Project - J&J	Open	J&J
1009	Office Software Project - J&J	Open	J&J
1010	Office Software Project - J&J	Open	J&J

With automated bid tabulation features, quickly evaluate alternative award scenarios and make an award to one or more suppliers.

Appendix B: Bentley Service Level Agreement

The following Service Level Agreement (SLA) supplements the SELECT Agreement, including Exhibit F Bentley Cloud Offerings, to further define Availability and Support Commitments to enable the achievement of Subscriber's business objectives for cloud provisioned services. In the event there is a conflict between this Appendix B and the SELECT Agreement, this Appendix B shall prevail.

1.1 Availability Commitment

Bentley shall use commercially reasonable efforts to provide the services described in this ProjectWise ProcureWare proposal ("Cloud Offering Quote") to provide System Availability, Solution Availability, Recovery Time Objective (RTO), and Recovery Point Objective (RPO) per Table 1 below:

Table 1 - Availability

Name	Availability Commitment %	Availability Period	RTO	RPO
ProjectWise ProcureWare	99.9	24x7	8 Hours	1 Hour

Bentley shall measure performance against the Availability Commitment during a calendar month based on the following calculation:

$$\text{Availability \%} = \frac{\text{Available Minutes} - \text{Unscheduled Downtime}}{\text{Available Minutes}}$$

The Availability Commitment excludes downtime due to Scheduled Maintenance Windows. Users will be given notice of Maintenance Windows which will be used to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the system.

1.2 Remedies

Bentley shall provide Subscriber remedies for any Bentley failure to meet the Availability Commitment during any single calendar month (the "Cover Period"). Upon the first instance, Bentley shall make a good faith effort to understand the cause and make reasonable repairs to prevent the failure from occurring again and provide Subscriber with a written explanation of the cause and the remedy. Upon any subsequent instance, in addition to the remedy set forth above, Bentley shall also provide a Service Credit to Subscriber as described in Table 2.

Table 2 – Standard Remedies

Availability	Service Credit
98 % -- 99.8%	2% of Monthly Charge
95 % -- 97.9%	4% of Monthly Charge
Below 95%	5% of Monthly Charge

Bentley will apply any Service Credits only against future amounts due from Account for Subscription Fees. Service Credits will not entitle Subscriber to any refund or payment from Bentley. Unless claimed within sixty (60) business days following the end of the Cover Period to which they correspond, all Service Credits are waived with respect to that period of service. Subscriber agrees that other than the Service Credits set forth herein, Bentley shall have no liability for any damages arising from any

interruption, suspension, termination or modification of the offering, or for any loss or damage to any Subscriber Data.

In respect to Service Credits, Bentley's total Aggregate credit liability is limited to ten percent (10%) of the Subscription Fees paid to Bentley in the trailing four Quarters (as defined below) prior to the Quarter in which the incident(s) occurred; and in respect of all other claims, losses, or damages, whether arising from tort (including negligence), breach of contract, or otherwise under or in connection with this agreement, shall in no event exceed the Subscription Fees paid to Bentley in the trailing four Quarters prior to the Quarter in which the event giving rise to the liability occurred.

A "Quarter" is a three-month calendar period commencing on the first day of a calendar month.

1.3 Support Objectives

Bentley will, in consultation with the User(s) responsible for reporting incidents, classify each reported, verifiable and reproducible incident per Table 3 and use commercially reasonable efforts to resolve such incidents in accordance with the targets specified in Table 4.

Table 3 – Priority Classification

Name	Classification	Description	Example
Priority 1 (P1)	Urgent	An incident that has or is likely to have a major impact on users' ability to maintain business operation. The incident results in any outage or loss of any key functionality of a critical application or service. The incident affects multiple locations, or all users in one (1) location.	Users at multiple sites cannot access the system and no workaround exists.
Priority 2 (P2)	Critical	Incident which impairs the users' ability to maintain business operation causing a severe degradation of service or resulting in some important functionality being unavailable. There is no long term acceptable workaround for the business, however operation can continue in a restricted fashion. The incident results in loss of the "normal" functionality of an application or service for multiple users, but not all, in one (1) or more locations.	Users can access system and, while a workaround exists, there is material degradation of functionality or performance
Priority 3 (P3)	Medium	Incident which causes a loss of some important functionality. There is an acceptable workaround for the business and operation can continue in a restricted fashion. The incident results in loss of functionality of a "normal" application or service.	A non-critical service is not available to some users.
Priority 4 (P4)	Low	Incident which has little or no significant impact on the business. Low impact & low urgency.	The behavior varies from user expectations, but the system works as designed. Resolution would occur during a future update.

Table 4 – Incident Response and Resolution Targets

Priority	Support Availability	Support Geography	Response	Resolution	Update Interval
P1	24x7	Global	1 Hour	4 Hours	1 Hour
P2	24x5	N. America, Australia, Middle East and Europe	2 Hours	1 Day	4 Hours
P3	24x5	N. America, Australia, Middle East and Europe	4 Hours	10 Business Days	1 Day
P4	24x5	N. America, Australia, Middle East and Europe	8 Hours	Mutually Agreed	Mutually Agreed

1.4 Service Termination and Subscriber's Data

Upon termination of the City of Pharr's ProjectWise ProcureWare Subscription, Bentley will deactivate any remaining user accounts and provide an export of Subscriber's data in a standard, generally accepted electronic form within ten (10) business days, and places no restrictions on its use by the Subscriber. Unless otherwise requested, Bentley will delete all copies of Subscriber's data from its servers within two (2) weeks of being notified that the Subscriber has successfully read the files, or within four (4) weeks of the data being provided if no confirmation or associated Service Request is received.

Note: it may take up to an additional two (2) weeks for backups of that data to expire.



ProjectWise® ProcureWare®

Increased Visibility and Collaboration for Supplier Management and Online Bidding

ProjectWise ProcureWare helps small and large organizations source a broad spectrum of procurement requirements for materials, services, and construction. It streamlines supplier registration and management, simplifies the RFx process, and helps procurement teams manage supplier contracts.

Manage Supplier Information

Choosing the best suppliers and service providers for your business is an integral part of successful project completion. Companies relying on a manual process to qualify suppliers and conduct bid events often pay the price with poor quality deliverables, higher prices, and missed deadlines. By implementing a centralized supplier management system, you can improve risk management, gain insight, and make informed procurement decisions. Customizable supplier registration forms allow you to capture key information regarding capabilities, certifications, insurance, diversity certifications, and experience. Suppliers are responsible to update their own company information and documentation, freeing up valuable staff time and ensuring up-to-date supplier information. ProcureWare makes it easy to send out supplier notifications and inform all relevant suppliers of upcoming bid events.

“ProcureWare has helped us modernize and streamline our procurement process, and it gives me better insights into our bidding activities and results.”

– Kunjan Dayal, Procurement Director, Community Transit

Conduct Electronic Bidding and Evaluation

ProcureWare automates the sourcing lifecycle from supplier pre-qualification through online bidding, analysis, and award. The system digitizes your bid documents and distributes plan sets electronically, saving you money on printing and shipping costs. ProcureWare can help your team shorten the procurement process, efficiently manage sourcing events, and reach better award decisions. You can create standard templates and documents in the system to improve consistency across departments and bid events. When it is time to assess



ProcureWare gives organizations the necessary tools to drive process efficiency and cost savings throughout the bid management process.

proposals, all internal stakeholders can access up-to-date and reliable information, and collaborate online to evaluate and score supplier responses.

Stay Ahead of Contract Obligations

Ensure compliance with contract terms and conditions, and stay ahead of contract renewals and warranty expiration with ProcureWare. You can use ProcureWare to view important contract documents and share supplier performance information throughout your organization. Determining that your suppliers are properly insured is a critical risk-management function. You can easily log required insurance terms and certificates, set alert reminders for impending contract expirations, and produce comprehensive reports about insurance coverage across all contracts. The ProcureWare alerts feature can be used to track other key contract milestones like renewal dates, warranty expiration, and deadlines for exercising contract options.

Ensure Transparency in Public Procurement

The unique demands of public procurement place a high level of importance on transparency and auditability. With ProcureWare, you can easily track supplier diversity and conduct sealed bidding. The software maintains a transaction log of all communication, document views, and modifications to system records.

"Our property management e-procurement system is allowing us to increase competition for our clients' materials and services while cutting administrative time by over 60 percent."

– Richard Havens,
Directory of Property Operations,
NAI/Merin Hunter Codman

Find out about Bentley at: www.bentley.com

Contact Bentley
1-800-BENTLEY (1-800-236-8539)
Outside the US +1 610-458-5000

Global Office Listings
www.bentley.com/contact

ProjectWise ProcureWare At-A-Glance

Bid Management

- RFx templates
- Bidders list management
- Electronic bid responses
- Multi-part sealed bids
- Multi-step bid management
- Forward and reverse auction
- Configurable bid response forms
- Integrated Q&A management

Bid Evaluation and Scoring

- Automated bid tabulation
- Team bid scoring
- Side-by-side bid comparisons
- Compare bid estimates versus actual awards

Supplier Management

- Self-managed supplier registration
- Customizable supplier registration forms, categories, and service areas
- Supplier approval workflow
- Integrated diversity management and tracking

Contract Administration

- Streamlined award-to-contract
- Modifications/change order tracking
- Integrated task and event calendar
- Customizable contract fields
- Contract catalog and pricing
- Expiration alerts

Reporting

- Custom reports
- Charts and graphs
- Export to Excel or PDF
- Supplier diversity tracking and reporting
- Insights into bids and awards
- Compare estimates versus actual
- Monitor time-to-award

Risk Management

- Insurance and certification tracking
- Audit log of changes to supplier profiles, bids, and contracts
- Record of user log-ins, messages, and document downloads
- Message delivery tracking

Document Management

- Electronic bid document distribution
- Unlimited document storage
- Contract document repository

Communications

- Pre-bid question and response
- Integrated supplier notification system
- Custom message templates
- Automated and scheduled reminders

Administrative Features

- Centralized access to procurement data
- Personalized dashboard
- Multiple user roles and permissions
- Shared events calendar
- Approval workflows for bids, suppliers, and contracts

The screenshot displays the ProcureWare Supplier Portal interface. It features a header with the ProcureWare logo and navigation tabs for Bid, Contract, and Supplier. Below the header, there's a table listing various suppliers with columns for Name, Address, City, State, Zip, and Contact Information. The table is filtered to show suppliers in the 'Active' status.

Manage the total sourcing lifecycle, from supplier selection and pre-qualification through online bidding, analysis, and award.

The screenshot displays the ProcureWare Bid Portal interface. It features a header with the ProcureWare logo and navigation tabs for Bid, Contract, and Supplier. Below the header, there's a table listing various bids with columns for Bid ID, Bid Name, Bid Type, Bid Status, and Bid Amount. The table is filtered to show bids in the 'Open' status.

With automated bid tabulation features, quickly evaluate alternative award scenarios and make an award to one or more suppliers.



BENTLEY SYSTEMS, INCORPORATED
SELECT PROGRAM AGREEMENT
NORTH AMERICA

Bentley SELECT®

Bentley SELECT Agreement CLA Number _____

This SELECT Program Agreement (together with all exhibits and attachments hereto as in effect from time to time, the “**Agreement**”) is made as of the Effective Date by and between Bentley Systems, Incorporated, a Delaware corporation with its principal office and place of business at 685 Stockton Drive, Exton, Pennsylvania 19341, and the subscriber identified below (“**Subscriber**”). All references herein to “**Bentley**” include Bentley Systems, Incorporated and its direct and indirect subsidiaries, including, without limitation subsidiaries created or acquired during the term hereof.

Subscriber desires to enter into this Agreement to subscribe to the Bentley SELECT® Program (“**SELECT Program**”) to acquire licensing privileges and services offered from time to time under the SELECT Program, all as more fully described in the lettered exhibits attached hereto.

Subscriber, upon signing this Agreement, is bound by the terms of this Agreement and Exhibits A, B, C and F hereto. Subscriber shall be bound by any amended or supplemental exhibit provided by Bentley upon Subscriber’s license or purchase of products or services to which such amended or supplemental exhibits apply. The lettered exhibits attached to this Agreement are incorporated herein and made a part of this Agreement, as such exhibits may be updated, amended and supplemented with additional exhibits from time to time upon thirty (30) days after delivery through electronic or other means to the Subscriber; provided, that as to particular products and services licensed or purchased hereunder, Subscriber shall be bound by the form of the exhibits in effect at the time the products or services are licensed or provided. Upon any renewal of this Agreement, the updated, amended or supplemented exhibits in effect at the time of such renewal, if any, shall be applicable to all licensing privileges and services under the SELECT Program provided from and after the date of such renewal. Notwithstanding the foregoing, unless Bentley and Subscriber agree otherwise by a writing duly executed by authorized representatives of the parties, no amendment or supplement to the exhibits to this Agreement after any perpetual license purchase shall limit or impair the rights of Subscriber under the perpetual license terms and conditions in effect at the time such license is acquired.

For definitions of the capitalized terms used in this Agreement and the Exhibits hereto, see Section 1 of the General Terms and Conditions included as Exhibit B. The term of this Agreement is set forth in the General Terms and Conditions under the caption “Term; Termination.” The terms of all Product licenses acquired hereunder shall be as set forth Exhibit A to this Agreement, and all Product licenses hereunder are subject to the termination provisions applicable to such licenses in Exhibit A to this Agreement and in the General Terms and Conditions. Subscribers may not use the licenses, services and other benefits provided under this Agreement for purposes of developing software applications for distribution outside of their organization or for providing end-user training on Bentley Products other than to internal end users. If your organization falls into either of the foregoing prohibited categories, then please contact Bentley about other programs that are better suited for your business.

BY SIGNING BELOW, SUBSCRIBER ACKNOWLEDGES THAT, THROUGH ITS AUTHORIZED REPRESENTATIVES, IT HAS READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. SUBSCRIBER IS NOT ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN. A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE RETURNED TO SUBSCRIBER AFTER THIS AGREEMENT IS APPROVED AND ACCEPTED BY BENTLEY.

SUBSCRIBER

BENTLEY SYSTEMS, INCORPORATED

City of Pharr
Company Name

Signature

Juan G. Guerra, CPA, MBA
Printed Name

City Manager
Title

Juan.Guerra@pharr-tx.gov
E-mail Address

Address: P.O. Box 1729, Pharr, TX 78577
118 S. Cage Blvd., Pharr, TX 78577

Telephone: (956) 402-4000

Date Signed: April 3, 2018

Signature

Printed Name

Title

685 Stockton Drive
Exton, Pennsylvania 19341

Telephone: 610-458-5000

Date Signed: _____

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of June 2014

1. General.

Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed by Subscriber. Bentley shall provide SELECT Program services to Subscriber for all Bentley Products licensed by Subscriber, subject to the provisions of this Agreement. Subscriber may complete and submit to Bentley a supplemental form referenced by Bentley as Attachment 1 (“**Attachment 1**”), and if completed Attachment 1 shall be incorporated into this Agreement, provided that (except with respect to the duration of the initial term of the Agreement) in the event of any inconsistency between this Agreement and Attachment 1, this Agreement shall control with respect to Subscriber’s SELECT Program subscription. Any additional Bentley Products licensed by Subscriber during the term of this Agreement shall be added automatically to Subscriber’s SELECT Program coverage hereunder and the additional SELECT Program Fees will be included in Subscriber’s periodic invoices for SELECT Program services.

2. SELECT Support Services

2.01. Bentley may provide SELECT support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. A Channel Partner’s authorization may be limited to a particular Site or Sites. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.

2.02. Bentley shall provide Technical Support services to Subscriber, which includes telephone, facsimile, electronic mail, and Internet based support to assist Subscribers regarding the use of Bentley Products, Passports and services (however, not to include professional services, managed services or professional training services) and reasonable efforts to respond to technical inquiries within four hours during regular business hours. The telephone portion of Technical Support services will be available seven days a week, 24 hours per day, provided that after normal business hours at a Subscriber’s regional support location, Subscriber may be required to contact another Bentley support center.

2.03. Bentley shall have no obligation to provide a response or other service hereunder if Subscriber’s technical inquiry is caused by: (a) incorporation or attachment of a feature, program, or device to a Product not approved or supplied by Bentley; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of a Product; (c) failure to provide a suitable installation environment; (d) use of the Product other than as described in its Documentation or as authorized under this Agreement; or (e) failure to incorporate any Update previously released by Bentley. Bentley shall offer SELECT support services for a given version of a Product, for at least twelve months, or until two Upgrades have been released by Bentley, whichever occurs first.

2.04. If Subscriber experiences a production-stopping anomaly, Bentley will use good faith efforts to create an appropriate solution and deliver it electronically, or through such other means as Bentley may choose in its sole discretion.

3. Upgrades, Updates, and Platform Exchanges

3.01. Subscriber shall have the right to receive, at no additional charge (other than shipping and handling, if applicable), Upgrades and Updates for each Product covered by the SELECT Program as such Upgrades and Updates become available. Subscriber shall also have the right to exchange, at no additional charge (other than shipping and handling, if applicable), a license for a Product (other than a Subscription License) covered by the SELECT Program on one

platform for an equivalent license for such Product on another platform (a “**Platform Exchange**”).

3.02. Such Upgrade, Update, or Platform Exchange may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion. In order for Subscriber to be eligible to receive Upgrades, Updates, or Platform Exchanges, Bentley may require that Subscriber first return the Product (or component thereof, such as hardware lock or CD-ROM) subject to the Upgrade, Update, or Platform Exchange directly to Bentley.

3.03. If Subscriber receives an Upgrade and uses such Upgrade then Subscriber’s aggregate use of the Upgrade and the original Product subject to such Upgrade may not exceed the number of licenses purchased for such Product. If Subscriber receives a Platform Exchange then Subscriber must immediately cease using the original Product subject to such Platform Exchange.

4. Online SELECT.

4.01. Bentley may, from time to time, offer Subscriber services, including, but not limited to, certain software fulfillment, support, social media, and training services, to its SELECT subscribers via the internet, or through technology developed in the future (collectively “**Online SELECT**”). Subscriber may only use an Online SELECT service in accordance with and subject to this Agreement, and any terms of use for the applicable Online SELECT service, which terms supplement this Agreement. In the event of a conflict with any Online SELECT service terms of use, the terms of this Agreement shall control.

4.02. Bentley shall have the sole right to control the format, content, delivery and all other aspects of Online SELECT. Bentley specifically reserves the right at any time to modify the information provided through Online SELECT, discontinue any portion of Online SELECT, or terminate any Online SELECT service altogether without providing Subscriber any prior notice.

5. Product Licensing

5.01. General.

(a) **Existing Licenses.** Bentley and Subscriber agree that the terms of this Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber’s use of any such Product.

(b) **Future Licenses.** In the event that Subscriber licenses a copy of a Product, Subscriber’s use of such Product shall be governed by the terms of the license agreement provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such licensing. Subscriber hereby agrees that its downloading or use of any Products delivered to it shall constitute Subscriber’s acceptance of the license agreement terms provided with the Product upon its delivery to Subscriber. In the event of a conflict between the terms of the license agreement provided with a Product upon its delivery to Subscriber and the terms of this Agreement in effect at the time such Product is purchased, the terms of this Agreement in effect at the time such Product is purchased shall control for the term of this Agreement. However, with respect to any perpetually licensed Product, upon any termination of this Agreement the terms and

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of June 2014

conditions of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of the Product.

- (c) **No Transfers.** Subject to Section 8.01 of Exhibit B, Subscriber shall not sell, transfer, assign, grant a security interest in, sublicense, loan, lease or rent any of its rights under its licenses to use Bentley Products without the prior written consent of Bentley. If consent is given by Bentley, Subscriber may permanently transfer a license to another end user, provided all software and related documentation and media covered by such license are transferred to the transferee end user and the Subscriber does not retain any copies thereof, and provided further that the transferee end user agrees in writing with Bentley to cover all of its licensed Products under the SELECT Program and be bound by the terms of the license agreement then in effect for such Product.

5.02. **Licensing Programs.** Unless otherwise specifically set forth herein, Bentley Products are licensed on a per Device basis as set forth in the applicable end user license that ships with the Bentley Product. The following licensing programs are not available for all Products; please check Online SELECT to see which Products are Eligible Products for the respective licensing programs. Bentley reserves the right to add or remove any Product from eligibility for licensing under the following programs. Bentley reserves the right to discontinue any of its licensing programs at any time, without notice to Subscriber. However, until renewal or termination of this Agreement, such termination of any licensing program shall not affect the licenses for Products previously granted pursuant to such terminated licensing program. For purposes of clarity, all licenses previously granted pursuant to a terminated licensing program shall terminate upon the renewal or termination of this Agreement.

- (a) **Pooled Licensing.** Bentley hereby grants to Subscriber a limited non-transferable non-exclusive right to use Eligible Products for Production Use only on multi-user computer networks, and to install a licensed Product on more than one computer or hard disk.

Subscriber shall allow the management and monitoring of pooled licensing usage by SELECTservices. Subscriber acknowledges that the continuing operation of Bentley Products under pooled licensing is predicated upon Usage Data communications between Bentley Products and SELECTservices. Subscriber hereby agrees not to interfere with the transmission to Bentley of accurate Usage Data by installed Products.

In the alternative, upon Bentley's consent, Subscriber may install and implement Bentley's SELECTserver or such other Bentley licensing technology as may be required by Bentley from time to time to monitor usage. Subscriber agrees and acknowledges that, in such instance, Bentley's SELECTserver will from time to time transmit to Bentley the Usage Data files generated by SELECTserver or such other Bentley licensing technology. Subscriber agrees to allow the above transmission to Bentley.

Bentley shall establish time intervals and measure the number of unique Devices on which Subscriber Uses each Product per Site per interval ("**Pooled Usage**"). The interval over which Pooled Usage is measured is subject to change and may vary per Eligible Product, as well as other criteria. Further information on the duration of intervals and measurement of Pooled Usage for Eligible Products is published via Online SELECT.

SELECT Program coverage of licensed Products entitles Subscriber to Pooled Usage in each interval at each Site up to

the number of copies of such Product for which Subscriber has licenses at such Site.

For purposes of clarity, the right to pool licenses of Products granted to Subscriber pursuant to this Section 5.02(a) of Exhibit A shall terminate in the event of any termination or non-renewal of this Agreement, notwithstanding that the subject Products may be licensed on a perpetual basis.

- (b) **Quarterly Term Licenses.** If, during a calendar quarter, the number of unique Devices at a Subscriber Site that utilize a Product in any interval exceeds the number of copies of such Product for which Subscriber has licenses at the Site ("**Excess Use**"), Bentley may grant Subscriber retroactive licenses to cover Excess Use ("**Quarterly Term Licenses**") and invoice Subscriber fees per Site and per licensed Product for the peak amount of such Excess Use ("**Quarterly Term License Fees**"), where such Quarterly Term Licenses shall be effective upon Subscriber's payment of the Quarterly Term License Fees only. Quarterly Term License Fees shall be those in effect as of the start of the calendar quarter to which they apply, as calculated and published by Bentley via Online SELECT.

In the event Subscriber fails to pay Quarterly Term License Fees, Bentley may, in addition to exercising any rights provided in Section 7.02 of Exhibit B of this Agreement, i) take technical measures aimed at restricting Subscriber's capacity to engage in Excess Use and/or ii) discontinue Subscriber's grant of the right to pooled licensing pursuant to Section 5.02(a) of Exhibit A of this Agreement.

- (c) **SELECT Open Access.** Subscriber may, upon Bentley's approval, be allowed to participate in Bentley's SELECT Open Access program ("**SELECT Open Access**"). The Use of Products under SELECT Open Access requires SELECTservices and is otherwise subject to the monitoring and measuring applicable to pooled licensing as provided in Section 5.02(a) of Exhibit A.

SELECT Open Access benefits include (i) a non-exclusive, limited, revocable, non-transferable, non-assignable license to install and use for Production Use only any Eligible Products, even those for which Subscriber has not otherwise licensed any copies of such Eligible Product and (ii) User access to on-demand and virtual classroom training, as made available by Bentley under the Bentley LEARN Program, corresponding per Product to the amount of Subscriber's SELECT Open Access Use (as defined below).

Bentley shall, at the end of each calendar quarter, invoice Subscriber Quarterly Term License Fees for the peak amount of Subscriber's Pooled Usage during the quarter on a per Site per Product basis, including Excess Use of separately licensed Products ("**SELECT Open Access Use**"). Quarterly Term License Fees for SELECT Open Access Use shall be those in effect as of the start of the calendar quarter to which they apply, as calculated and published by Bentley via Online SELECT. By participating in SELECT Open Access, Subscriber hereby agrees to pay Quarterly Term License Fees for all Use of Products hereby granted, such amount, in respect of any separately licensed Products, being limited to Excess Use only.

- (d) **Portfolio Balancing.**

- (1) At least thirty (30) days prior to each anniversary of any renewal of the term of this Agreement pursuant to Section 7.01 of Exhibit B, Subscriber may, upon Bentley's approval and under the terms set forth herein, request Portfolio Balancing ("**Portfolio Balancing**"). Portfolio

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of June 2014

Balancing allows Subscriber to exchange Eligible Product licenses Subscriber has purchased from Bentley for use on a perpetual basis (“**Perpetual Licenses**”) for licenses for other Eligible Products in substitution for a Perpetual License (“**Exchanged Portfolio Licenses**”) for use at the Site of the Perpetual Licenses under the terms of Section 6.01 of Exhibit A.

- (2) Subscriber may exchange Perpetual Licenses for Exchanged Portfolio Licenses having a total aggregate value based on the list price in effect as published by Bentley in the Country of use for perpetual license of a Product (“**Current License Price**”) that is equal to or less than the total aggregate value based on the Current License Prices for the Perpetual Licenses. Upon exchange, license rights granted by Bentley to Subscriber in respect of the Perpetual Licenses shall cease, and license rights in respect of the Exchanged Portfolio Licenses shall commence for an initial term of twelve (12) months, with by-default automatic requests for renewals of like terms to follow, unless Subscriber notifies Bentley of its election not to request a renewal term. Notwithstanding the above, upon termination of this Agreement or the Portfolio Balancing licensing program any Exchanged Portfolio License granted to Subscriber shall terminate and Subscriber’s right to use Perpetual Licenses shall be reinstated. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.
- (e) **No-Charge Licenses.** Subscriber is hereby entitled on a non-exclusive basis, without payment of license fees but otherwise subject to the terms of this Agreement, to create Production Use copies, for use only by Subscriber, of certain Eligible Products made available by Bentley from time to time and which are designated by Bentley as no-charge software. Subscriber is entitled to redistribute such Products, which are designated by Bentley as available for such redistribution, in machine readable form to third parties to which Subscriber distributes its Bentley Products files; provided that Subscriber procures each such third party’s agreement not to further redistribute such Products. Unless Bentley specifically authorizes otherwise in writing, such free licenses granted or redistributed hereunder will expire upon termination of this Agreement.
- (f) **Home Use Licenses.** Unless Subscriber notifies Bentley in writing that Subscriber’s employees shall not be entitled to obtain home use editions of a Product, Bentley will distribute upon an employee’s request made through Subscriber’s site administrator, and permit Subscriber’s employees to use, without charge, home use editions of certain Products (for which such editions are available, as designated on Online SELECT) in accordance with the terms set forth in the license agreement provided with such home use edition of a Product, as amended and supplemented by this Agreement. Restrictions on home use licenses include the following: home use licenses are not permitted to be used for Production Use or any commercial use, including training; home use licenses are not for use in Subscriber’s offices; home use licenses may not be stored on any electronic media; home use licenses must be permitted in Subscriber’s jurisdiction. The total number of home use editions available to Subscriber’s employees may not exceed the number of Subscriber’s Product licenses to which the home use editions relate. Home use editions of Products are ineligible for Technical Support even if Subscriber has purchased SELECT Program services. Subscriber shall not be responsible for ensuring compliance by its employees with the Bentley home use license, nor shall Subscriber be liable for any breaches of

such license by its employees. Such home use licenses granted hereunder will expire upon termination of this Agreement.

- (g) **Evaluation of Products.** Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 5.02(g) of Exhibit A, a limited non-transferable non-exclusive right to create, using Online SELECT (following the registration requirements published on Online SELECT), one (1) copy per Site of each Eligible Product solely for Evaluation Use of such Product, provided that Subscriber shall have no right to create evaluation copies of Products previously licensed by Subscriber. The duration of use of an evaluation copy shall not exceed thirty (30) days, and Bentley may provide the Product with a mechanism that will cause the Product to time out or expire after thirty (30) days. Upon the earlier of the conclusion of such (30) day evaluation period or the termination of this Agreement, Subscriber shall destroy all copies of Products created for evaluation hereunder and, upon request by Bentley, certify such destruction in writing.
- (h) **Documentation.** Bentley may, in association with Products, Passports or Cloud Offerings, make certain Documentation available to Subscriber. Documentation is Bentley Proprietary Information. Bentley hereby grants to Subscriber a limited non-transferable non-exclusive license to use such Documentation in support of Production Use.

6. Subscriptions.

Bentley makes available for purchase by Subscriber certain services and Product licenses for a specified term only. (“**Subscription**”, such term being the “**Subscription Term**”). Subscriber’s use of such Products and services under Subscription shall be governed by the terms of this Agreement, including, as applicable, Section 5.01 of Exhibit A. Subject to Section 6.02(c), Bentley will invoice Subscription Fees based on the fees charged by Bentley for such Subscription as of the start of the Subscription Term.

6.01. Subscription Licenses.

- (a) Subscriber may, upon Bentley’s approval, purchase Subscriptions to license Eligible Products in advance of Use (a “**Subscription License**”). A Subscription License entitles Subscriber to license rights in a Product for Production Use, in Object Code form and within a Country. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley. Some Subscription Licenses require participation in SELECT Open Access.
- (b) Subscriber recognizes that the Products licensed under a Subscription License are provided to Subscriber for use only for the applicable Subscription Term or any renewal term. In no event will a Subscription License continue beyond the expiration or earlier termination of the SELECT Agreement under which it is granted. Subscriber recognizes that Subscription Licenses may be delivered to Subscriber with embedded Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of such Subscription Licenses and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation. Subscriber may not remove or evade Time Clocks.
- (c) In the event of any inconsistency between this Section 6.01 of Exhibit A and any other Section or Exhibit of this Agreement, or between this Section 6.01 of Exhibit A and the terms and conditions in the license agreement provided with any Product that is the subject of a Subscription License, this Section 6.01 of Exhibit A shall control with respect to Subscription Licenses.

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SELECT Program Benefits

Exhibit A

Dated as of June 2014

- (d) If a Subscription is designated as automatically renewing by Bentley, the Subscription Term (and each successive term) shall automatically renew at its expiration for a successive term of equal length unless either party gives notice of its election not to renew the Subscription Term at least thirty (30) days prior to the expiration of the then current term.

6.02. Passports.

- (a) A Passport (“**Passport**”) is a Subscription granting rights and benefits to a specific named User. The Subscription Term for a Passport is the twelve month term described in Section 7.01 of Exhibit B of this Agreement. Subscriber may purchase incremental Passports and assign such Passports to Users at any time during the Subscription Term. Passports are non-transferrable and cannot be pooled or shared among Users. Passports shall automatically renew on the anniversary of the Effective Date, unless Subscriber evidences to Bentley, with at least thirty (30) days’ notice, that Subscriber has revoked the prior assignment of a Passport to a particular named User.
- (b) Subscriber shall allow the management and monitoring of Passport assignment and usage, and Server Product usage, through SELECTservices. Subscriber acknowledges that the continuing availability of Passports to Users may be predicated upon communications with SELECTservices. The total number of Passports counted as assigned by Subscriber during a Subscription Term shall comprise, in addition to any renewing Passports, the number of new Passports so purchased or assigned, including each unique new User recorded in Subscriber’s SELECTservices Usage Data files pursuant to this Section 6.02(c), during the Subscription Term.
- (c) Subscriber shall pay to Bentley Subscription Fees for each Passport purchased or assigned by Subscriber as of the start of the Subscription Term. Bentley may also invoice Subscription Fees for any additional Passports purchased or assigned by Subscriber during the Subscription Term. For Passports purchased or assigned after the start of a Subscription Term, the Subscription Fees shall be those as published by Bentley as of the date Subscriber purchases or assigns such Passports.
- (d) Bentley offers Passports granting license rights and access to services. These Passports include the right for an authorized User to run Passport-enabled offerings (including Eligible Products and other client applications and mobile apps) and to connect to and access information and collaborate on an unlimited number of projects, whether those projects are hosted i) on a Server Product deployed behind Subscriber’s firewall, ii) on a Server Product licensed by an external organization, or iii) by Bentley as a cloud-based service. The parties acknowledge and agree that an External User may be permitted to access Server Products licensed by Subscriber using such a Passport owned by that External User.
- (e) Bentley further offers Visas (“**Visas**”), which are Subscriptions granting a User with a Passport the right to access specified incremental services during the Subscription Term of the Passport. A list of available Bentley Visas may be found on Online SELECT.

- 6.03. **SELECTservices.** Subject to the terms of this Agreement, Subscriber may, upon Bentley’s approval, and at no charge, be granted a Subscription to SELECTservices to monitor and manage Subscriber’s use of Bentley Products and Passports. In the alternative, upon Bentley’s approval, Subscriber may receive a Subscription License for Bentley’s SELECTserver Product (or such other server-based license management technology that Bentley may offer). The terms of Subscriber’s use of the SELECTserver Product shall be as set forth in

the license agreement provided with the SELECTserver Product, as such terms are amended or supplemented in this Agreement.

7. **SELECT Program Fees**

- 7.01. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each Product licensed as of the Effective Date of this Agreement. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each additional Product licensed during the term hereof as of the date such additional Product license is purchased. With respect to the Products licensed by Subscriber during the term of the Agreement, the fees in place as of the Effective Date, or, with respect to additional Products licensed, as of the date of such purchase, shall remain in effect for the Subscriber until the date of the next renewal of this Agreement, at which time the fees shall be changed to those charged by Bentley as of such renewal date, provided that no changes in fees for Products covered shall be effective until thirty (30) days after Subscriber receives notice of such changes.

- 7.02. Subscription Fees as set forth in Section 6 and Quarterly Term License Fees as set forth in Section 5.02(b) of this Exhibit A are inclusive of SELECT Program coverage and no additional fees for SELECT Program coverage shall apply for Passports utilized or Products licensed under a Subscription. Subscription Fees, including Subscription Fees for Passports, may be invoiced in conjunction with Subscriber’s SELECT Program Fees.

- 7.03. Bentley shall initially invoice Subscriber for one (1) year of SELECT Program Fees for all Product licenses as of the Effective Date of this Agreement. Bentley shall provide Subscriber with a pro-rated annual invoice for all Product licenses purchased during the first year following the Effective Date of this Agreement. As of the first anniversary of the Effective Date of this Agreement, invoices for SELECT Program Fees for Product licenses shall be issued quarterly or annually. Invoices reflecting new Product licenses will include a prorated amount reflecting coverage of the Product under the SELECT Program during the preceding invoice period plus the full amount for the current invoice period. Bentley may modify the timing of invoicing hereunder at any time.

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of June 2014

1. Definitions.

The capitalized words, terms and phrases in this Agreement shall have the meanings set forth below:

- 1.01. **“Agreement”** means the SELECT Program Agreement executed by Bentley and the Subscriber and all exhibits, attachments and amendments as in effect from time to time.
- 1.02. **“Bentley Products”** or **“Products”** mean the software products, data and other materials, previously or hereafter (including software products, data and other materials acquired by Bentley during the term of this Agreement) distributed by Bentley through delivery mechanisms determined in Bentley’s sole discretion (including but not limited to distribution via Online SELECT through download or by ordering through CD format) that Bentley makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Updates and Upgrades thereto.
- 1.03. **“Channel Partner”** or **“Bentley Channel Partner”** means individuals and companies who are authorized by Bentley to provide SELECT support services as set forth in Exhibit A, Section 2.
- 1.04. **“Country”** means the country: (i) where the Product is first obtained from Bentley or a Channel Partner; or (ii) specified in the purchase order for which a Production Use copy of the Product may be made or the Product is authorized to be used.
- 1.05. **“Device”** means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, server, or other electronic device.
- 1.06. **“Distribute”** means distribution by Bentley through all means now known or hereinafter developed.
- 1.07. **“Documentation”** means descriptive, interactive or technical information resources pertaining to Products, Passports, or Cloud Offerings..
- 1.08. **“Effective Date”** means the date that this Agreement is accepted by Bentley as indicated on the first page of this Agreement.
- 1.09. **“Eligible Product”** means a Bentley Product eligible under a licensing program or Subscription, as designated by Bentley and published on Online SELECT, absent of which a Product is ineligible for any such program or Subscription.
- 1.10. **“Evaluation Use”** means the use of a Bentley Product solely for internal evaluation of such Product. Evaluation Use expressly excludes use in connection with ongoing projects, use for compensation of any kind, and Production Use.
- 1.11. **“External User”** means any User (not an organization) who is not: (i) one of Subscriber’s full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor on assignment at Subscriber’s place of business or work-site.
- 1.12. **“Object Code”** means the Products in a machine readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes source code.
- 1.13. **“Online SELECT”** shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.14. **“Order”** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.15. **“Passport”** shall be defined as set forth in Exhibit A, Section 6.02(a) herein.
- 1.16. **“Platform Exchange”** shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.17. **“Pre-Existing Works”** shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.18. **“Production Use”** means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for Subscriber’s internal production purposes, and excludes External Users (except with respect to use of Passports and access of Server Products pursuant to Exhibit A, Section 6.02 herein).
- 1.19. **“Proprietary Information”** shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.20. **“SELECT Program Fee”** means the fee for SELECT Program services as published from time to time in Bentley’s sole discretion.
- 1.21. **“SELECTserver”** means Bentley’s server-based licensing technology.
- 1.22. **“SELECTservices”** means Bentley’s cloud-based licensing service.
- 1.23. **“Serial Number”** means a unique number issued by Bentley for identification of a particular copy of a Product, which number shall be registered to Subscriber and assigned by Subscriber to a particular copy of such Product.
- 1.24. **Server Product”** means a Product that resides on a server and provides functionality that Users access by connecting to the server using client applications or mobile apps.
- 1.25. **“Site”** means one or more discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.
- 1.26. **“Subscriber”** shall be defined as set forth on the front page of this Agreement, and with respect to Use of Products the term **“Subscriber”** shall refer to: (i) one of Subscriber’s full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in Production Use and working under Subscriber’s direct supervision and control.
- 1.27. **“Subscription Fee”** means the fee for a Subscription as published from time to time in Bentley’s sole discretion.
- 1.28. **“Subscription License”** shall be defined as set forth in Exhibit A, Section 6.01(a) herein.
- 1.29. **“Subscription Term”** shall be defined as set forth in Exhibit A, Section 6 herein.
- 1.30. **“Technical Support”** means telephone, facsimile, Internet and electronic mail based support to assist a subscriber to the SELECT Program as described in Exhibit A, Section 2.02 of this Agreement.
- 1.31. **“Time Clocks”** means copy-protection mechanisms, or other security devices which may deactivate Products or Passports, including Bentley’s SELECTserver, after termination or expiration of the Agreement, any applicable Subscription Term or any applicable renewal term.
- 1.32. **“Update”** means a maintenance release of a Product.

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- 1.33. **“Upgrade”** means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.
- 1.34. **“Usage Data”** means such data or information as Bentley may collect relating to Subscriber’s installation, access or use of Products, Product features and functionality, Cloud Offerings (as defined in Exhibit F, Section 1(d)), Passports, Online SELECT and other Bentley services.
- 1.35. **“Use”** (whether or not capitalized) means utilization of the Product or Passport by an individual.
- 1.36. **“User”** means an individual person.
- 1.37. **“Work”** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.38. **“Work Product”** shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 2. Payment of Bentley Invoices.**
- 2.01. **Payment Terms.** Subscriber shall pay each Bentley invoice for all Passports, Product licenses and services provided hereunder within thirty (30) days from the date of such invoice. Interest shall accrue on delinquent payments of such invoices at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. In the event any payment hereunder is past due, Bentley, at its discretion, may suspend or, after notice of such overdue payment and a thirty (30) day period to cure, terminate Subscriber’s services, rights, and licenses provided under this Agreement.
- 2.02. **Taxes.** Subscriber shall pay to Bentley all levied taxes that Bentley is required under applicable law to collect from Subscriber by reason of the transactions contemplated by this Agreement, including, but not limited to sales, use, occupation, value added, excise, and property taxes (except for taxes based on Bentley’s net income). If Subscriber is obligated under an applicable law to withhold or deduct taxes from any payment of SELECT Program Fees to Bentley, Subscriber shall furnish to Bentley official receipts evidencing Subscriber’s payment of such taxes.
- 2.03. **Local Price and Currency.** Calculation and payment of the SELECT Program Fee or any separate price for all Passports, Products and services hereunder shall be based on the local price and local currency of the Subscriber’s Site where such Passport, Product or service is used.
- 2.04. **Records; Audit.** Subscriber shall maintain complete and accurate records of Product licenses acquired prior to the date of this Agreement and its creation and use of Passports and Products hereunder to permit Bentley to determine whether Subscriber has complied with its obligations hereunder. These records shall include the location and identification of the Subscriber hardware on which Subscriber uses each copy of the Products and identify the Users to whom Subscriber has assigned the Passports. If Bentley suspects Usage Data is incomplete, inaccurate or indicative of non-compliance with Subscriber’s granted rights, Bentley may request, and Subscriber shall, upon seven (7) days advance written notice by Bentley, permit, reasonable inspection and copying of such records by Bentley or a third-party auditor retained by Bentley.
- 3. Intellectual Property Rights**
- 3.01. **Title; Reservation of Rights.** Subscriber acknowledges and agrees that:
- (a) The Products, including the Documentation for each Product, and any information which Subscriber obtains through the SELECT Program or the use of Online SELECT or any other means of electronic transmission, contain proprietary information of Bentley, its licensors or other suppliers, and are protected under United States copyright laws, other applicable copyright laws, other laws relating to the protection of intellectual property, and international treaty provisions;
- (b) The entire right, title and interest in and to the Products, the Documentation, any information Subscriber obtains through the SELECT Program or the use of Online SELECT or any other means of electronic transmission, and all associated intellectual property rights, shall remain with Bentley or its licensors;
- (c) The Products are licensed, not sold, and title to each copy of the Products shall remain with Bentley or its licensors, and shall not pass to Subscriber; and
- (d) Bentley retains all rights not expressly granted.
- 3.02. **Source Code.** Subscriber shall have no right hereunder to receive, review, use or otherwise have access to the source code for the Products.
- 3.03. **Copyright Notices.** Subscriber shall reproduce and include on all copies of the Products created by Subscriber all copyright notices and proprietary legends of Bentley or its licensors as they appear in or on the original media containing the Products supplied by Bentley.
- 3.04. **Usage Data.** Subscriber agrees and acknowledges that Bentley will from time to time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.
- 3.05. **Reverse Engineering.** Subscriber may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Products or Documentation except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that Subscriber is expressly permitted by law to undertake any of the activities listed in the previous sentence, Subscriber will not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights.
- 3.06. **Proprietary Information.**
- (a) Subscriber understands and agrees that Bentley may, in connection with the provision of Passports, Products and services hereunder, disclose to Subscriber confidential, proprietary and technical information pertaining to Bentley Products and to Bentley’s technology and business practices (collectively **“Proprietary Information”**). Subscriber agrees to treat all Proprietary Information in accordance with this Section 3.06 of Exhibit B.
- (b) Subscriber shall maintain the confidentiality of all Proprietary Information. Subscriber shall not reproduce or copy Proprietary Information except as permitted in this Agreement or as may be expressly authorized in writing in advance by Bentley. All such copies shall be marked by Subscriber as proprietary and confidential information.
- (c) Subscriber shall only use Proprietary Information in furtherance of this Agreement, and may disclose Proprietary Information only to those employees required to have knowledge of same to perform their duties pursuant to this Agreement. Subscriber

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shall not disclose or make Proprietary Information available to any third party at any time.

- (d) Subscriber shall treat Proprietary Information with the same degree of care as it uses to protect its own confidential information, and in no case less than a reasonable degree of care.
- (e) Upon the termination or non-renewal of this Agreement, Subscriber shall return to Bentley or, if so requested, destroy all Proprietary Information in its possession.
- (f) Subscriber shall have no obligation of confidentiality with respect to any Proprietary Information that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Subscriber from a third party with no obligation of confidentiality, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.
- (g) Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.

3.07. **No Benchmarks.** Subscriber may not disclose the results of any Product testing, including but not limited to benchmarks, to any third party without first obtaining Bentley's written consent to do so.

4. Limited Warranty; Limitation of Remedies and Liability

4.01. **Limited Warranty to Subscriber.** Except for Products licensed under Section 5.02(e), Section 5.02(f) or Section 5.02(g) of Exhibit A hereof, which are provided to Subscriber "AS-IS" and without warranty of any kind, Bentley hereby warrants for the benefit only of Subscriber that (a) for a period of ninety (90) days ("**Warranty Period**") from the date of delivery to Subscriber of a Serial Number or Product, as the case may be, the Product shall, under normal use, operate in substantial conformance with the functional specifications set forth in the Documentation applicable to such Product, and (b) for a period of ninety (90) days from the date of delivery, other products and materials furnished by Bentley to Subscriber shall, under normal use, operate in substantial conformance with the Bentley documentation applicable to such products and materials. If any modifications, enhancements or changes are made by Subscriber or at Subscriber's direction to the Products; if the Products are reverse-engineered, decompiled or disassembled; or if Subscriber breaches the terms of this Agreement, then the warranties in this section shall be immediately terminated. This limited warranty gives Subscriber specific legal rights, Subscriber may have other rights which may vary from state/jurisdiction to state/jurisdiction.

4.02. **Exclusion of Warranties.** THE WARRANTIES STATED IN SECTION 4.01 ARE BENTLEY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, SELECT SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY BENTLEY UNDER THIS AGREEMENT. BENTLEY DOES NOT WARRANT THAT THE PRODUCTS, SELECT SUPPORT SERVICES, OR ANY OTHER SERVICE OR MATERIALS WILL MEET SUBSCRIBER'S REQUIREMENTS, BE FREE FROM VIRUSES OR OPERATE UNINTERRUPTED OR ERROR FREE. BENTLEY HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/JURISDICTION DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

4.03. **Exclusive Remedy.** The entire liability of Bentley and the sole and exclusive remedy of Subscriber for claims under Section 4.01 of this Exhibit B shall be, in Bentley's sole and absolute discretion, (i) to repair or replace a Product or other materials in breach of the foregoing warranties, (ii) to advise Subscriber how to achieve the same functionality with the Product as described in the Documentation through a procedure different from that set forth in the Documentation, or (iii) to return the purchase price or fees paid therefore, where written notice of such breach, specifying the defect, is furnished to Bentley during the Warranty Period. Repaired, corrected, or replaced Products and Documentation shall be covered by this limited warranty for ninety (90) days after the date: (a) of shipment to Subscriber of the repaired or replaced Products and Documentation, or (b) Bentley advised Subscriber how to operate the Products so as to achieve the functionality described in the Documentation.

4.04. **Exclusion of Damages.** IN NO EVENT SHALL BENTLEY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, INTERRUPTION OF BUSINESS, LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF BENTLEY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

4.05. **Disclaimer.** Subscriber acknowledges that the Products are not fault-tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business, and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.

4.06. **Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 4.01, 4.02, 4.03, 4.04 AND 4.05 OF THIS EXHIBIT B, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SELECT SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND

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SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

4.07. Indemnification by Bentley.

- (a) Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim.
- (b) Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. In no event shall Bentley's liability under this sub-section (b) to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product.
- (c) Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of this Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current, unaltered release of the Product.

This Section 4.07 sets forth Subscriber's sole remedy for intellectual property infringement.

5. Export Controls.

The Products have been manufactured or developed in the United States of America and accordingly may be subject to U.S. export control laws, regulations and requirements. Regardless of any disclosure made by Subscriber to Bentley of an ultimate destination of the Products, Subscriber must not export or transfer, whether directly or indirectly, the Products, or any portion thereof, or any system containing such Products or portion thereof, to anyone outside the United States (including further export if Subscriber took delivery of the Products outside the United States) without first complying strictly and fully with all export controls that may be imposed on the Products by the United States Government or any country or organization of nations within whose jurisdiction Subscriber uses the Products. The countries subject to restriction by action of the United States Government are subject to change, and it is Subscriber's responsibility to comply with the United States Government requirements as they may be amended from time to time. Subscriber shall indemnify, defend and hold Bentley harmless for any breach of its obligations pursuant to this Section.

6. U.S. Government Restricted Rights.

If the Products are acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with restricted rights. The Products and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or disclosure of the Products and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-19, 227.7202, and 1852.227-86, as applicable.

7. Term; Termination

7.01. **Term.** This Agreement and Subscriber's SELECT Program subscription shall become effective on the Effective Date, and shall continue for an initial term of twelve (12) months, and shall automatically renew for terms of like tenure unless either party gives notice of its election to not renew the term at least thirty (30) days prior to the expiration of the then-current term.

7.02. **Termination for Material Breach.** Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be effected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have twenty-one (21) days to cure such breach or breaches, and this Agreement shall terminate in the event that such cure is not made by the end of such period; provided, however, Bentley shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 3 of this Exhibit B. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.

7.03. **Insolvency.** If, under applicable insolvency laws, Subscriber becomes unable to pay its debts or becomes insolvent or bankrupt or makes arrangements with its creditors, or otherwise goes into liquidation, administration or receivership, then Bentley shall have the right to terminate this Agreement immediately by written notice.

7.04. **Consequences of Termination.** Upon the termination of this Agreement for any reason, all of the rights and licenses granted to Subscriber in this Agreement shall terminate immediately. With respect to any perpetually licensed Products, the terms and conditions set forth in the license agreement delivered with such Products shall govern Subscriber's use of such Products. Subscriber shall immediately discontinue use of any Online SELECT services.

7.05. **Reinstatement Following Termination.** Following a termination of the SELECT Program, Subscriber may reinstate such services only if Bentley consents to such reinstatement and Subscriber pays to Bentley, in advance, a SELECT reinstatement fee, in an amount to be determined in Bentley's sole discretion, such amount not to exceed the amount of all fees that would have accrued and been payable, excluding discounts, for the period between the date of termination and the date of reinstatement.

8. Miscellaneous.

8.01. **Assignment.** Subscriber shall not assign this Agreement or delegate its duties hereunder without prior written consent by Bentley. For purposes of this Agreement, a change in control of Subscriber shall be considered an assignment for which Bentley's prior written consent is hereby granted provided that the surviving entity from such change in control must enter into a SELECT Agreement. This Agreement may be assigned by Bentley to any successor in interest to Bentley's

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of June 2014

business or to any direct or indirect wholly-owned subsidiary of Bentley Systems, Incorporated. Any purported assignment in violation of this provision shall be void and without effect.

the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear its own attorney's fees, costs, and expenses incurred in such arbitration.

8.02. **Entire Agreement.** This Agreement, together with the Exhibits and signed Amendments, if any, incorporate the entire agreement of the parties and supersede and merge all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of this Agreement and of the applicable Bentley confirmation shall apply to each order accepted or shipped by Bentley hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties expressly agree in a separate writing as provided under Section 8.03 of this Exhibit B.

8.11. **Independent Contractor.** Bentley's relationship with Subscriber for all purposes hereunder shall be that of an independent contractor and nothing herein shall be construed as creating, at any time, an employer and employee relationship between the parties.

8.12. **Change of Ownership.** Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.

8.13. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.

8.03. **Amendments.** Except as otherwise contemplated herein with respect to updating, amending and supplementing the exhibits, this Agreement may only be amended or modified by a writing duly executed by authorized representatives of the parties, provided, however, that any additional or different terms or conditions appearing on a purchase order, even if required to be acknowledged by Bentley, shall not be binding on the parties.

8.04. **Notices.** Notices under this Agreement shall be made or given as of the date of either hand delivery or mailing to such party, if sent prepaid certified mail or next day air delivery to the address set forth on the first page of this Agreement. All notices under this Agreement shall be addressed, if to Bentley, to its General Counsel, and if to Subscriber, to its authorized representative identified in this Agreement or in a subsequent notice to Bentley.

8.05. **Force Majeure.** Bentley shall not be liable for failure to fulfill the terms of this Agreement due to fire, strike, war, government regulations, acts of God, labor disturbances, acts of terrorism or other causes which are unavoidable and beyond its control.

8.06. **Waiver.** The failure of either party to insist upon any of its rights under this Agreement upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

8.07. **Survival.** The covenants contained in this Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination of the Agreement (including, but not limited to, Sections 5.01(a), (b), (c) and (d) and 7.01 of Exhibit A, Sections 1, 2, 3, 4, 5, 6, 7.04, 7.05 and 8 of Exhibit B, and Sections 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.14, 1.16 and 1.17 of Exhibit C) shall be enforceable notwithstanding said expiration or termination.

8.08. **Severability.** The provisions of this Agreement shall be severable and the invalidity or unenforceability of any one provision shall not affect any other unless otherwise noted.

8.09. **Governing Law.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement.

8.10. **Arbitration.** In the event of any dispute, controversy or claim between the parties arising under this Agreement, the parties shall submit to binding arbitration before a single arbitrator in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of

BENTLEY SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of June 2014

1. Professional Services.

1.01. Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to this Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform shall be set forth in one or more written descriptions labeled “**SELECT Professional Services**” and signed by Subscriber and Bentley (each an “**Order**”). Bentley shall have the right to accept or decline any proposed Order. Each Order shall set forth, at a minimum, the work to be done, the number of Bentley’s personnel to be assigned to Subscriber’s work, the duration of each individual’s assignment, and the fees for the work. The services and other provisions described on the Order(s) are referred to collectively as the “**Work**” while the results of the Work, if any, are referred to as the “**Work Product**”.

1.02. **Method of Performance.** Bentley, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Subscriber, including the use of sub-contractors if deemed necessary. Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Subscriber may, however, require Bentley’s personnel to observe at all times the security and safety policies of Subscriber. In addition, Subscriber shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Bentley to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of an Order.

1.03. **Scheduling.** Bentley will try to accommodate work schedule requests of Subscriber to the extent possible. Should any personnel of Bentley be unable to perform scheduled services because of illness, resignation, or other causes beyond Bentley’s reasonable control, Bentley will attempt to replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.

1.04. **Reporting.** Subscriber will advise Bentley of the individuals to whom Bentley’s manager will report progress on day-to-day work. Subscriber and Bentley shall develop appropriate administrative procedures for performance of work at Subscriber’s site, if necessary. Subscriber shall periodically prepare an evaluation of the work performed by Bentley for submission to Bentley upon Bentley’s request.

1.05. **Place of Work.** Certain projects or tasks may require Bentley’s personnel to perform work for Subscriber at Subscriber’s premises. In the event that such projects or tasks are required to be performed at Subscriber’s premises, Subscriber agrees to provide working space and facilities, and any other services and materials Bentley or its personnel may reasonably request in order to perform their work. Subscriber recognizes that there may be a need to train Bentley’s personnel in the unique procedures used at Subscriber’s location. When Subscriber determines that such training is necessary, Subscriber shall, unless otherwise agreed in writing, pay Bentley for its personnel’s training time.

1.06. **Non-Exclusive.** Bentley shall retain the right to perform work for others during the term of this Agreement. Subscriber shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.

1.07. **Perpetual License.** Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free right and license

to use the Work Product for Production Use. Bentley retains all right, title and interest to the Work Product not otherwise granted to Subscriber.

1.08. **Preexisting Works of Bentley.** Notwithstanding Section 1.07 of Exhibit C hereof, Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Order, including but not limited to Products (the “**Pre-Existing Works**”). Bentley does not grant Subscriber any rights or licenses with respect to the Pre-Existing Works.

1.09. **Residuals.** It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Work, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Work. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, Bentley shall be entitled to use, disclose, and otherwise employ any ideas, concepts, know-how, methods, techniques, processes, and skills, adaptations, including generalized features of the sequence, structure, and organization of any works of authorship, in conducting its business (including providing services or creating programming or materials for other customers), and Subscriber shall not assert against Bentley or its personnel any prohibition or restraint from so doing.

1.10. **Third-Party Interests.** Subscriber’s interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Bentley, shall be determined in accordance with the agreements and policies of such vendors.

1.11. **Fees.** Bentley shall be paid the fee as specified in each Order (which Bentley reserves the right to change upon at least sixty (60) days advance notice or at any time for any new Order or modified portion of an existing Order), or, if no fee is specified, at Bentley’s customary rates for the level of personnel providing such services.

1.12. **Expenses.** Subscriber shall also pay either the actual cost of Bentley’s reasonable travel and living expenses or an agreed-to amount for such travel and living expenses (other than normal commutation travel) for Bentley employees in the performance of Work set forth in each Order along with all other out-of-pocket expenses incurred by Bentley.

1.13. **Estimates.** Estimates of total fees for projects may be provided in an Order, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services actually rendered if Subscriber so chooses.

1.14. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber which is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so

BENTLEY SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of June 2014

notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

- 1.15. **Term.** This Exhibit C will become effective as of the date of the first executed Order and will continue in effect through the completion of each Order.
- 1.16. **Termination of Orders.** Subscriber or Bentley may terminate any uncompleted Order at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop Work under the Order in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Work. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.
- 1.17. **Prohibition on Hiring.** Subscriber shall not solicit for employment or hire any Bentley employees providing professional services hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder.

BENTLEY SELECT PROGRAM AGREEMENT

Bentley Cloud Offerings

Exhibit F

Dated as of June 2014

1. Definitions. The capitalized words, terms and phrases in this Exhibit F shall have the meanings set forth below:

(a) **"Bentley Data"** means Bentley's Proprietary Information including, but not limited to, the methods by which the services described in this Exhibit F are performed and the processes that make up such services.

(b) **"Data Storage"** means the amount of data storage space (including the backup and off-site storage), if any, to be allocated for Subscriber Data within the Bentley environment.

(c) **"Internet"** means any systems for distributing digital electronic content and information to end users via transmission, broadcast, public display, or other forms of delivery, whether direct or indirect, whether over telephone lines, cable television systems, optical fiber connections, cellular telephones, satellites, wireless broadcast, or other mode of transmission now known or subsequently developed.

(d) **"Bentley Cloud Offerings"** or **"Cloud Offerings"** mean the Bentley products and services made available to Subscriber and accessed by Users via the Internet for use under the terms herein.

(e) **"Subscriber Data"** means data collected or stored by Subscriber using Cloud Offerings, including, but not limited to, financial, business and technical information, engineering plans, customer and supplier information, research, designs, plans, and compilations, but not including any Bentley Data.

2. Applicability. Upon Bentley's approval, Subscriber may be entitled to subscribe to Bentley Cloud Offerings pursuant to the specific terms set forth herein. Cloud Offerings are available as Subscriptions only, as described in Section 6 of Exhibit A. Subscriber acknowledges and agrees that Bentley may in its sole discretion utilize a third party service provider to provision Bentley Cloud Offerings and/or Subscriber Data. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.

3. Bentley Cloud Offerings. A User in possession of a valid Passport may be able to access certain Cloud Offerings at no additional charge to Subscriber. Other Cloud Offerings also require the purchase by Subscriber of a Visa for such User. Certain other Cloud Offerings may be purchased by Subscriber for additional fees (**"Cloud Offering Fees"**) to be specified in a quotation from Bentley to Subscriber (the **"Cloud Offering Quote"**), which may include, as applicable, (a) the number of Passport holders accessing the Cloud Offering, (b) the number of assets managed using the Cloud Offering; (c) Data Storage size, (d) the Professional Services, if any, to be delivered by Bentley to Subscriber for the initial deployment of the Cloud Offering; and (e) Professional Services related to the ongoing management and support of the Cloud Offering, including availability and support service level terms.

4. Permitted Use. Bentley will grant Subscriber a non-exclusive, non-transferrable, non-assignable, revocable, limited license to use and access purchased Bentley Cloud Offerings (subject to the terms of this Exhibit F and any terms of use (**"Terms of Use"**) presented upon access) solely for Production Use (the **"Permitted Use"**). Subscriber acquires only the right to use the purchased Cloud Offering and does not acquire any rights of ownership to the Cloud Offering or any part thereof. Bentley and its suppliers retain all rights, title and interest in the Cloud Offering, and any use of the Cloud Offering beyond the Permitted Use shall constitute a material breach of the Agreement. In addition to the use restrictions set forth in the Terms of Use, Subscriber's Permitted Use rights shall be subject to the following conditions:

(a) Subscriber purchasing against a Cloud Offering Quote shall not exceed any limits set forth in such Cloud Offering Quote. In the event use of a Cloud Offering by Subscriber exceeds that purchased by Subscriber as specified in the applicable Cloud Offering Quote, Bentley may invoice, and Subscriber shall pay, additional Cloud Offering Fees. Bentley shall, in its sole discretion, add such additional fees to subsequent invoices or invoice Subscriber separately.

(b) In the event of a past due balance, Bentley reserves the right to suspend use of the Cloud Offerings until all past due amounts have been received.

(c) Bentley reserves the right to modify or suspend use of a Cloud Offering, or any part thereof, if (i) Bentley determines in its sole discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority or with the terms of its agreement(s) with its third party service providers; or (ii) Bentley determines in its sole discretion that the performance, integrity or security of the Cloud Offerings is being adversely impacted or in danger of being compromised as a result of Subscriber's or its Users' access.

(d) Subscriber shall not tamper in any way with the software or functionality of Cloud Offerings or any part thereof. Without limiting the foregoing, Subscriber agrees not to put any material into the Cloud Offerings which contain any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system or data. Subscriber shall not utilize bots, agents, auction crawlers or other computer based crawling programs in conjunction with its use of the Cloud Offerings.

(e) Subscriber shall communicate the above listed use restrictions to all Subscriber employees and External Users accessing or using any Cloud Offerings. The acts or omissions of any such User accessing the Cloud Offerings shall be deemed to be the acts or omissions of the Subscriber under the Agreement, such that Subscriber shall be fully responsible for the performance and fulfillment of all obligations set forth in the Agreement. Subscriber shall indemnify and hold Bentley harmless against any and all liability resulting from any non-compliance with the terms herein.

5. Access and Availability. Subscriber is responsible for providing all equipment and the connectivity necessary to access and use Cloud Offerings via the Internet. Subscriber agrees that from time to time the Cloud Offerings may be inaccessible or inoperable for various reasons, including without limitation (i) system malfunctions; (ii) periodic maintenance procedures or repairs which Bentley or its service provider(s) may undertake from time to time; (iii) compatibility issues with Subscriber's or a third party's hardware or software; or (iv) causes beyond the control of Bentley or which are not reasonably foreseeable by Bentley, including network or device failure, interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively **"Downtime"**). Bentley shall use reasonable efforts to provide advance notice to Subscriber in the event of any scheduled Downtime, and to minimize any disruption of the Cloud Offerings in connection with Downtime.

6. Data. Bentley acknowledges, and Subscriber warrants and represents, that Subscriber owns all right, title and interest in Subscriber Data. Subscriber shall indemnify and hold Bentley harmless against any and all claims against Bentley alleging that the Subscriber Data collected or stored for use with the Bentley Cloud Offerings infringes any patent, trademark, trade secret, copyright or other proprietary rights of any third party, or in any way violates any privacy or data protection laws. Bentley shall not be responsible for any failure or impairment of the Cloud Offerings caused by or related to the Subscriber Data. Bentley shall maintain the confidentiality of all Subscriber Data, and shall not reproduce or copy such data except as required to provide services under this Agreement or as may be expressly authorized by Subscriber. Subscriber shall be solely responsible for the Subscriber Data, including without limitation for uploading such data and/or appropriately formatting and configuring such data for use with a Cloud Offering. Subscriber agrees and acknowledges that Bentley will from time to time collect Usage Data and that all Usage Data shall be owned by Bentley and deemed Bentley Proprietary Information. Subscriber agrees not to alter or interfere with the collection by Bentley of accurate Usage Data.

7. Termination. In addition to the termination rights of the parties set forth in Section 7 of Exhibit B, Bentley may terminate a Cloud Offering Subscription, upon notice to Subscriber, in the event of the termination of Bentley's agreement(s) with its third party service provider(s). Termination of a Cloud Offering Subscription by either party shall automatically terminate any license granted pursuant to Section 4 of this Exhibit F.

Amendment No. 1
to
Bentley SELECT Program Agreement (CLA No. _____)

This Amendment No. 1 (the “**Amendment**”) made between Bentley Systems, Incorporated, (“**Bentley**”), and City of Pharr (“**Subscriber**”) as of the date of the Original Agreement (the “**Amendment Effective Date**”).

WHEREAS, Bentley and Subscriber are parties to the Bentley SELECT Program Agreement executed simultaneously with this Amendment, effective as of the Effective Date made between the parties (the “Original Agreement”); and

WHEREAS, Bentley and Subscriber desire to amend the Original Agreement as further described below;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Section 6.01(d) of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the follows:

“(d) Notwithstanding a Subscription designated as automatically renewing by Bentley, the Subscription Term (and each successive term) will only renew if mutually agreed upon in writing by the parties. Subscriber shall notify Bentley in writing of Subscriber’s intent to renew the Subscription Term at least thirty (30) days prior to the expiration of the then-current term.”

at its expiration for a successive term of equal length unless either party gives notice of its election not to renew the Subscription Term at least thirty (30) days prior to the expiration of the then current term.

2. **Term; Termination.** Section 7.01 of Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the follows:

“**Term.** This Agreement and Subscriber’s SELECT Program subscription shall become effective on the Effective Date and shall continue for an initial term of twelve (12) months and may be extended if mutually agreed upon in writing by the parties. Subscriber shall notify Bentley in writing of Subscriber’s intent to extend this Agreement at least thirty (30) days prior to the expiration of the then-current term.”

3. **Termination for Material Breach.** Section 7.02 of Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the follows:

“7.02. **Termination.**

(a) Termination for Material Breach. Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be effected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have twenty-one (21) days

to cure such breach or breaches, and this Agreement shall terminate in the event that such cure is not made by the end of such period; provided, however, Bentley shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 3 of this Exhibit B. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.

- (b) **Termination for Convenience.** Notwithstanding any other rights under the terms of this Agreement, Subscriber shall have the right to terminate this Agreement in whole or in part, at any time, if in the opinion of the Subscriber, Bentley's performance is not acceptable, if Subscriber is repeatedly over charged, improperly charged, or in the event that no funds are appropriated for this specific purpose, or if Subscriber wishes, without cause, to discontinue/cancel this Agreement. If Subscriber determines at Subscriber's sole discretion, that termination is in Subscriber's best interests, Subscriber shall give written notice to Bentley of its intention to terminate and this Agreement shall terminate after the expiration of thirty (30) days from the date of the written notice. After the expiration of the thirty (30) days and the termination of this Agreement Subscriber shall be relieved of any and all obligations and/or responsibilities arising from this Agreement including but not limited to the payment of any damages and/or penalties of any sort. Bentley shall be paid for Products and/or Services rendered and accepted in accordance with this Agreement, for work performed up to the time of termination, but Subscriber shall not be entitled to any refunds of prepaid fees unless stated otherwise in a proposal or work order."

4. **Governing Law.** Section 8.09 of Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the follows:

"8.09. **Governing Law.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Texas, and litigation arising out of the Agreement shall be conducted in the court located in Hidalgo County, Texas. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement."

5. **Arbitration.** Section 8.10 of Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the follows:

"8.10. **Reserved.**"

6. **Confidentiality.** This Amendment and all terms and conditions set forth herein are Bentley Proprietary Information, as set forth in Exhibit B Section 3.06 of the SELECT Agreement, and shall be held in strict confidence.

7. **Legal Effect.** The modifications set forth in this Amendment are effective as of the amendment Effective Date. Except as expressly amended or modified by the terms of this Amendment, all other terms of the SELECT Agreement shall remain unchanged and

in full force and effect. In the event of a conflict between the terms of the SELECT Agreement and the terms of this Amendment, the terms of this Amendment shall control.

8. **Headings.** The headings used in this Amendment are for convenience of reference only shall not be used to define the meaning of any provision.

IN WITNESS WHEREOF, the parties represent and warrant that this Amendment is executed by duly authorized representatives of each party as set forth below on the date first stated above.

City of Pharr

Bentley Systems, Incorporated

By: _____

By: _____

Print Name: Juan G. Guerra, CPA, MBA

Print Name: _____

Print Title: City Manager

Print Title: _____

Date: April 3, 2018

Date: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: April 11, 2018

MEETING DATE: April 16, 2018

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a contract with SmartCom Solution for internet services at the Pharr Memorial Library and Development and Research Center.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr Memorial Library has been utilizing the federal E-rate program to provide high speed internet service to library patrons. This year the Development and Research Center (DRC) is included in the service request. The E-rate program provides an opportunity for Internet Service Providers (ISP) to submit proposals to the library for high speed internet services on a yearly basis. This year 3 companies submitted proposals for the internet services. Only 2 companies provided complete quotes for services to library and DRC. The services run from July 1, 2018 to June 30, 2019 as per E-rate funding cycle. After E-rate's approved discount, the library only pays 10% of the monthly cost of service.

	<u>Recurring Cost</u>	<u>TERM</u>	<u>SPEED</u>
Formost Telecommunications			
	\$1,444.00/month	12 Month term	1 Gbps
	\$1,244.00/month	36 Month term	1 Gbps
Point-to-point (DRC connection) No price quoted			
SmartCom			
	\$1595/ month	12 Month term	1 Gbps
Point-to-point (DRC connection)			
	\$549.00/ month	36 month term	1 Gbps

ATT \$\$2099.20/month 36 Month term 1 Gbps
Point-to-point (DRC connection)
\$750.00/month 36 Month term 1Gbps

Financial Consideration: Funds are available through the library's communication budget.

Library only pays 10% of monthly service with the approval of Erate funding.

Staff Recommendation: Recommend the contract with SmartCom because it is the lowest complete quote for service to both locations.

Alternatives:

ROUTING:

Adolfo Garcia	Created/Initiated - 04/11/2018
Adolfo Garcia	Approved - 04/12/2018
Jose Pena	Approved - 04/12/2018
Patricia Rigney	Approved - 04/13/2018
Karla Moya	Approved - 04/13/2018
City Management Office	New -



Response to Form 470 #180029821

Pharr Memorial Library

Internet Services

ERATE 21

3/16/2018

Foremost Telecommunications Corporation

515 E. Jackson St.

Harlingen, TX 78550

956-507-4014 (voice)

956-507-4015 (fax)



3/16/2018

Adolfo Garcia
Library Director
Pharr Memorial Library
121 E Cherokee Ave
Pharr, Texas 78577

Dear Adolfo Garcia,

Foremost Telecommunications Corporation would like to provide the district with Internet Services under the E-Rate program. Foremost Telecommunications Corporation is a phone company licensed by the Texas Public Utilities Commission and an E-Rate telecommunications provider (SPIN #143025467).

Foremost has significant experience providing service to school districts. Please find enclosed the response to your Form 470 #180029821 for Internet Services.

Thank you for your consideration. If you have any questions, please feel free to call me at 956-507-4014 x4408 or 956-495-4444 (cell).

Sincerely,

A handwritten signature in black ink, appearing to read "L. L. Halcomb", written in a cursive style.

Lawrence L. Halcomb, Ph.D., President
Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550

COMPANY BACKGROUND

Company Information

Foremost Telecommunications is a Texas Corporation based in Texas. Foremost Telecommunications was incorporated in 1989 and started providing telephone service in 2002 under authority of the Texas Public Utilities Commission. Foremost Telecommunications is an E-Rate service provider in good standing (SPIN #143025467) and is regulated by the Texas PUC and the FCC.

Foremost Telecommunications provides telecommunications services throughout the Rio Grande Valley and state wide.

The main office address is as follows:

Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

info@foremosttelecom.com (our general email)

billing@foremosttelecom.com (billing)

support@foremosttelecom.com or support@foremost.tel (our support email)

Pharr Memorial Library Project Management Staff

Carl Lerman, Project Manager
956-507-4014 x4482 lerman@foremost.tel
Larry Serrata, Project Manager
956-507-4014 x4454 serrata@foremost.tel
Debbie Wagner, Account Manager
956-507-4014 x4485 wagner@foremost.tel
Lawrence F. Halcomb, Inside Sales and Customer Service
956-507-4014 x4403 lawrence@foremost.tel
Chris Eastin, Network Operations
956-507-4014 x4481 eastin@foremost.tel

The primary project managers for products and services provided to Pharr Memorial Library are Mr. Carl Lerman and Mr. Larry Serrata. Mr. Lerman and Mr. Serrata have over 70 years of combined experience in the telecommunications industry.

The primary account manager for billing and inside sales is Debbie Wagner. Ms. Wagner has over 30 years of experience in the telecommunications industry.

Senior management under the direction of the President Dr. Larry Halcomb has over 100 years of combined experience in the networking and telecommunications arena.

The Foremost broadband network was designed by a CCIE on staff and implemented under his guidance.

TELECOM SERVICES QUOTE



QUOTE #	AAAQ1258
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DATE	Mar 16, 2018
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To ADOLFO GARCIA
PHARR MEMORIAL LIBRARY
121 E CHEROKEE AVE
PHARR, TX 78577

Foremost
515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

Phone

SALESPERSON

Lawrence Halcomb

TERM

See Options

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Option 1: 1 Year Term					
Dedicated Internet Access	1 x 1 Gbps	\$1,444.00	1	\$1,444.00	\$0.00
Option 2: 3 Year Term					
Dedicated Internet Access	1 x 1 Gbps	\$1,244.00	1	\$1,244.00	\$0.00

Customers to provide rack space/power/backup power if required
Foremost equipment is provided but remains the property of Foremost.

Fees and taxes will be added to all services.
Pricing and installation charges will be higher if term is reduced or number of locations and services are changed.

Quote and pricing information are Confidential and Proprietary, and for the recipient's use only.



Customer References

**Laredo I.S.D.
1702 Houston Street
Laredo, TX 78040**

956-273-1301

Miguel Muñoa

**United I.S.D.
201 Lindenwood Drive
Laredo, TX 78045**

956-473-6269

Casey King

**KRGV Channel 5
900 E Expressway
Weslaco, Texas 78596
Weslaco
Brownsville
McAllen
Santa Maria**

956-968-5555

Tammy Meier

**Brownsville I.S.D.
1900 Price Road
Brownsville, TX 78521**

956-554-2702

Todd Nichols

**Mission C.I.S.D.
1201 Bryce Dr.
Mission, TX 78572**

956-323-5300

Noe Pena



Foremost Telecommunications began offering internet and telephone services in 2002, and has offices in Dallas, Corpus Christi, the Rio Grande Valley, and San Antonio.

Our Products Include

Telephone Lines

(Traditional and VoIP)

Fiber

Local & Long Distance

Private Line Service and MPLS

PRI

Toll Free Service

And More!

The Leaders in Data and Voice Services!

A stylized graphic of a globe with latitude and longitude lines, rendered in a light blue, semi-transparent style, positioned behind the central header text.

We Provide Unparalleled Data and Voice Solutions for:

- Businesses of any Size-
 - Schools and Government Organizations-
 - Non-Profit Organizations-
 - Your Business!-
-

Multiple Locations
Multiple Services
One Invoice
No Problems

Call Foremost at
(844) 440-4444
for a quote today!



Our Products Include

Hosted PBX

VPN Services

Collocation

Disaster Recovery

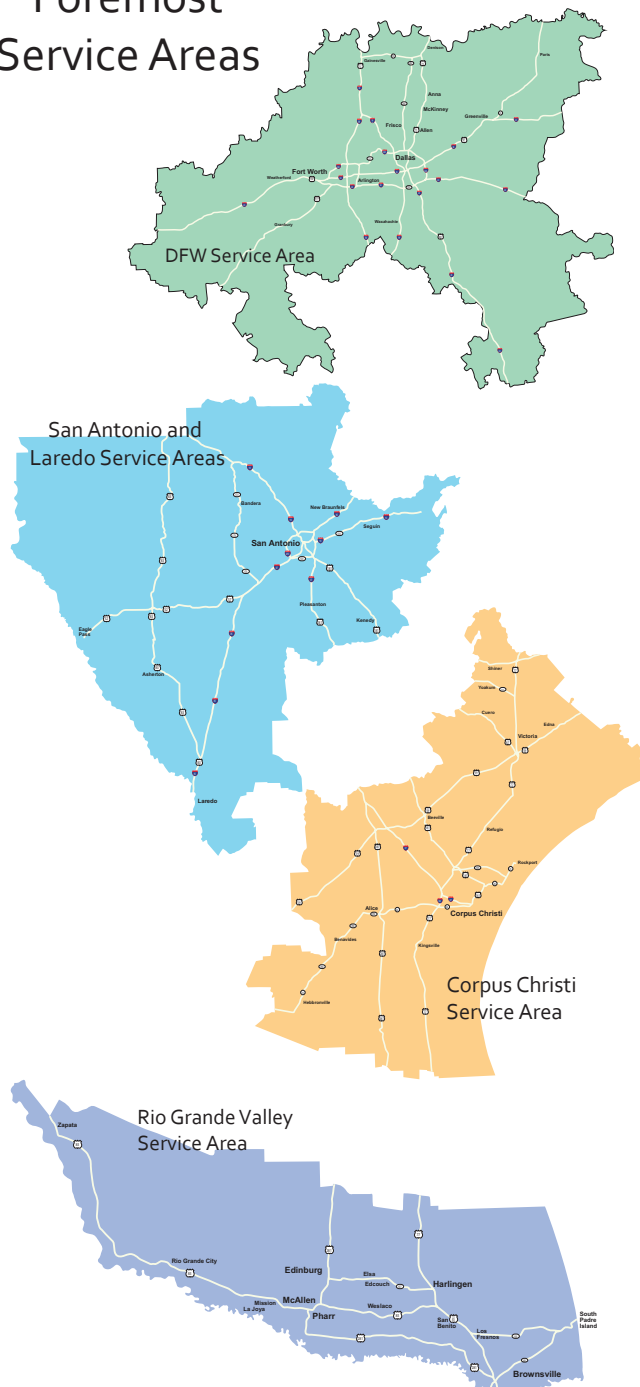
Metro Ethernet

Hosting

Managed Network

And More!

Foremost Service Areas



Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445



**Office locations all over Texas,
so we're always local!**

DALLAS/FORT WORTH

And Surrounding Areas

5757 Alpha Road, Suite 110
Dallas, Texas 75240

CORPUS CHRISTI

Alice, Beeville, Kingsville, and Victoria
606 N. Carancahua St. Suite 822
Corpus Christi, Texas 78401

RIO GRANDE VALLEY

From Brownsville to Zapata
515 E. Jackson Street
Harlingen, Texas 78550

SAN ANTONIO and LAREDO

Including Surrounding Areas
100 Taylor Street, Suite 260
San Antonio, TX 78205

We now also service
Austin, Houston, and Beaumont!



**Business Class
Telephone
&
Internet Services
To Help YOU Succeed!**

Foremost Telecommunications
and Cloud Services offer a
diverse array of voice and data
services to provide your
organization with the tools
necessary for success.
Ask us today how we can
provide a superior solution for
you!





*Multiple Locations.
Multiple Services.
One Invoice.
No Problems.*

OUR SERVICES INCLUDE

Local Telephone Lines
(Traditional or VoIP)

Fiber

Hosted PBX

MPLS

PRI

Long Distance and Private Line
DID and Remote Branch Office Numbers

E-mail and Web Hosting

Collocation and Disaster Recovery

Managed Networks

VPN Services

And More!

*We Provide Unparalleled Data and Voice Solutions for
Businesses of any Size
Schools and Government
Non-Profit Organizations
Your Business!*



Every business has a need for quality data and voice services. Communication is critical to a business, and the ability to balance cost with utility can make or break a business. At Foremost, our speciality is helping the average business maximize the capabilities and performance of their telecommunications services without affecting their bottom line.

Reliable.

Effective.

Texas Based. Texas Proud.

Competitive.

Dedicated.



*Business Class
Telephone and Internet Services
To help YOU succeed!*

Contact us Today for a Consultation!

FOREMOST TELECOMMUNICATIONS
515 E. JACKSON STREET
HARLINGEN, TEXAS 78550
LOCAL: (956) 507-4014
FAX: (956) 507-4445
SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM

Form 470 Application Number: 180029821
PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between Pharr Memorial Library ("customer") address at 121 East Cherokee, Pharr, Texas 78577 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access Services as listed under Services below:

Awarded Services	Services	Location Name	Address	Total Monthly
☐	Internet Access 1Gbps	Pharr Memorial Library	121 East Cherokee, Pharr, Texas 78577	\$1545.00

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on July 1, 2018 through June 30, 2019 with a voluntary extension for two additional twelve (12) month terms unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, prepayment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically

agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

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

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action. This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this day of , 20

Customer Signature

Printed Name

121 East Cherokee

Billing Address

Pharr

City

TX

State

78577

Zip Code

Billing Telephone Number

Smartcom Telephone, LLC. Signature

Alan Yoder

Printed Name

600 Ash Avenue

Address

McAllen

City

TX

State

78501

Zip Code

956-687-7070

Telephone

**PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING**

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and Pharr Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

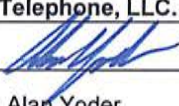
As of July 1, 2016, Customers who choose the Billed Entity Applicant Reimbursement (BEAR) payment method from USAC will need to have an FCC Form 498 ID number (498 ID) on file with USAC to receive reimbursement payments. To receive a 498 ID, applicants must file the FCC Form 498 in EPC. Customer must also file an FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, to request reimbursement from USAC for the discount amount on eligible services that the applicant has received and paid for in full. Customer must have a Personal Identification Number (PIN) to file a BEAR Form. Customer can submit the BEAR Form as often as they wish (e.g. monthly, bimonthly, quarterly, annually). However, Customer must pay in full for the services received before filing a BEAR Form. USAC/SLD will remit a check in the amount of the certified Form 472 directly to Customer. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Pharr Memorial Library	Smartcom Telephone, LLC. ("SMARTCOM")
Signature:	Signature: 
Print Name:	Print Name: Alan Yoder
Title:	Title: President
Date:	Date: 03/14/2018

**Form 470 Application Number: 180029821
PROPOSAL ACCEPTANCE AND AGREEMENT**

THIS AGREEMENT is entered into by and between Pharr Memorial Library ("customer") address at 121 East Cherokee, Pharr, Texas 78577 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Point to Point Ether Private Line Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Point to Point Ether Private Line Services as listed under Services below:

Awarded Services	Services	Location Name	Address	Total Monthly
☐	Point to Point Ether Private Line 1Gbps	Pharr Memorial Library	121 East Cherokee, Pharr, Texas 78577	\$549.00

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of thirty-six (36) months, commencing on July 1, 2018 through June 30, 2021 with a voluntary extension for two additional twelve (12) month terms unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

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agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

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SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

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

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this day of , 20

Customer Signature

Printed Name

121 East Cherokee

Billing Address

Pharr

City

TX

State

78577

Zip Code

Billing Telephone Number

Smartcom Telephone, LLC. Signature

Alan Yoder

Printed Name

600 Ash Avenue

Address

McAllen

City

TX

State

78501

Zip Code

956-687-7070

Telephone

**PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING**

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and Pharr Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

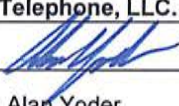
As of July 1, 2016, Customers who choose the Billed Entity Applicant Reimbursement (BEAR) payment method from USAC will need to have an FCC Form 498 ID number (498 ID) on file with USAC to receive reimbursement payments. To receive a 498 ID, applicants must file the FCC Form 498 in EPC. Customer must also file an FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, to request reimbursement from USAC for the discount amount on eligible services that the applicant has received and paid for in full. Customer must have a Personal Identification Number (PIN) to file a BEAR Form. Customer can submit the BEAR Form as often as they wish (e.g. monthly, bimonthly, quarterly, annually). However, Customer must pay in full for the services received before filing a BEAR Form. USAC/SLD will remit a check in the amount of the certified Form 472 directly to Customer. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Pharr Memorial Library	Smartcom Telephone, LLC. ("SMARTCOM")
Signature:	Signature: 
Print Name:	Print Name: Alan Yoder
Title:	Title: President
Date:	Date: 03/14/2018

E-rate Proposal for Pharr Memorial Library



To:
Mr. Adolfo Garcia, Library Director
Pharr Memorial Library
121 East Cherokee
Pharr, TX 78577-4806

From:
DIANNE BRADBURY, CLIENT SOLUTIONS EXECUTIVE 2
AT&T
6500 WEST LOOP S, ZONE 1.4
BELLAIRE, TX 77401
Office: 7134718501, Wireless: 7134718501
Email: dianne.bradbury@att.com

Introduction

In response to Pharr Memorial Library's Form 470 bid #180029821, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- AT&T Dedicated Internet is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.

Features and Benefits

The solution gives you the following:

- AT&T BusinessDirect®—is an online portal that provides tools to let you manage your AT&T account and your contracted services 24x7. The tools automate many tasks by enabling your internal systems to interact directly with ours. As a result, you can save time by conveniently and securely managing your AT&T services anytime and minimize the need to make phone calls and wait for return calls.

E-rate Proposal for Pharr Memorial Library



- **100% Site Availability**—starts with proactive monitoring of our nationwide backbone along with a network architecture that features redundant routers, switches, and power supplies. As a result, we can reroute traffic around outages and restore service almost instantaneously. This increases reliability and helps ensure that your internet traffic gets through.
- **Enterprise-Class Support**—includes 24x7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals. This means that you can count on support and service when you need it.
- **Customizable Service**—means ADI provides you with customizable maintenance, service, and support options, so you can choose the level of network management you need. And, as an industry-leading network provider, we have the flexibility and resources to help you prepare for the future. As a result, you can customize your service and keep your competitive edge.
- **Network Address Translation (IPv4 Only)**—helps to protect your local private network addresses by hiding them from open Internet addressing. NAT is a standard feature of ADI with Managed Router service. This approach is an increasingly important defense against network reconnaissance.
- **Class of Service (CoS)**—prioritizes data traffic over your network access link, and you can add this option to your ADI. We offer four classes of service and 25 service profiles that have predetermined bandwidth allocations. And, if any service isn't using its allocated bandwidth, other services can share it. By using this option, you can optimize your data traffic flows during congested periods.



Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.att.com/erate and download the E-rate brochure.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are dedicated to the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.



E-rate Proposal for Pharr Memorial Library



Solution Pricing

Pricing for AT&T Dedicated Internet is based on the following term: 36 months

Note: MRC = monthly recurring charge and NRC = non-recurring charge

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Internet	143001192

ADI Plus
36 month term
1GB Port/Access
\$2099.20 MRC
\$750.00 MRC

Service Address: 121 E Cherokee Ave, Pharr, TX 78577

Important Information

AT&T Dedicated Internet is provided by AT&T Corp. For ADI with Managed Router, installation charges are waived for telephone-supported installation; the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router. AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in Section GP-15 of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Copyright Notice and Statement of Confidentiality**—©2018 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation, or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network,

E-rate Proposal for Pharr Memorial Library



the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo. **End User Equipment**—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ <http://www.usac.org/sl/> and Cost Allocation Guidelines for Services @ <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.



E-Rate Rider

ATTACHMENT TO [Insert Title of Document] ("Agreement") FOR [Insert Name of AT&T Affiliate]

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-Rate") FUNDING

This Attachment ("Attachment"), entered into by . [Insert name of AT&T affiliate] ("AT&T") and ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply if and when the Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit pathway support structure ("CPSS" or "Facilities") installed by AT&T in order to bring Service to Customer's demarcation point.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
4. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services;

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring, and/or special construction charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

6. Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding. The Services term begins on the latter of July 1 or installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service.

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7. AT&T Owned Equipment - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation associated with the delivery of the underlying Service. The Equipment is owned by AT&T. Ownership of the Equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment. The Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by the Service Agreement) within the Premises at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time after the termination of the Service.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage – E-Rate Category 1 Funding

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

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D. **POWER - GROUND** - Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. **Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit pathway support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate -- in accordance with the designs agreed to within the Statement of Work, Scope of Work, or other documents, approved by the parties in connection with this project -- such Facilities and such additional or replacement Facilities as AT&T may from time to time deem necessary or desirable for the provision of the Services contemplated by the Service Agreement.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing and replacing such Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, will be deemed the property of Customer.
- Confirms that once the Facilities are installed, the Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities.
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

Terms Applicable to CALNET customers with the following services:

If purchasing this Service under a Calnet contract, the following terms shall apply:

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS).
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer Site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

10. **USAC Invoicing Method**

AT&T will follow Service Provider invoicing requirements for the E-Rate Program, and will accommodate either the Service Provider Invoice Form ("SPI") - Form 474 - or Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered.

- a. SPI - Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer shall NO LATER THAN 120 days prior to their Last Date to Invoice notify AT&T of its SPI

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election, provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer understands and agrees that invoices are due and payable in full by their stated due date unless and until these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC/SLD

Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC/SLD (i) seeks recovery from AT&T for disbursed E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds requests (other than as the result of AT&T's failure to comply with the E-Rate requirements), then AT&T shall reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer shall (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC/SLD, each within ninety (90) days of notice from USAC/SLD. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.



IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: April 12, 2018

MEETING DATE: April 16, 2018

FROM: Marcela Beas, Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Project Auto.

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 executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Marcela Beas

Victor Perez

Patricia Rigney

Karla Moya

City Management Office

Created/Initiated - 04/12/2018

New -