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, MAY 7, 2018

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

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation

2. PROCLAMATIONS:

A) Proclamation proclaiming Motorcycle Safety Awareness Month.

3. PUBLIC COMMENTS/PUBLIC HEARINGS:

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

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

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

A) City Engineer's Report.

B) City Events of Interest.

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

A) Approval of Minutes for April 16, 2018 Regular Called Meeting. (ADMINISTRATION)

B) Consideration and action on Resolution authorizing Pharr Police Department to participate on the FY 2017 Operation Stone Garden Grant # 3173103. (POLICE)

C) Consideration and action on Memorandum of Understanding between City of Pharr and PSJA ISD for City of Pharr Independence Day Festival on Saturday, June 30, 2018. (EVENTS CENTER)

D) Consideration and action on approving contract with Pyro Shows of Texas for fireworks display for the City of Pharr Independence Day Festival on Saturday, June 30, 2018 at Dr. William Long Elementary. (EVENTS CENTER)

E) Consideration and action on Merchant Service Agreement with EPX for the Toll Collection System. (BRIDGE)

F) Consideration and action on waiving the fees for the Pharr Crime Stoppers Inc. golf tournament. (PARKS)

G) Consideration and action authorizing City Manager to advertise for bids for decorative fence project at Guadalupe Cemetery. (PARKS)

H) Consideration and action on Development Services Cases:

1. Joel Cantu has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A).The property is legally described as being all of Lots 7 & 8, Block 155, Fir Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 916 East Cortez Avenue. CUP#180320

2. Las Pupusas Del Itacate, LLC. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).The property is legally described as being 0.054 acres out of Lot 1A, Tim Development Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 807 South Jackson Road, Suite 6. **CUP#180318**

3. Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 305 South Cage Boulevard. **CUP#060312**

4. 1500 Hall Acres, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1). The subject site is located on the north side and within the 1500 block of West Hall Acres Road. The property consists of three (3) tracts which total 13.785 acres, more or less, out of Lots 5 & 6, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. **COZ#180316**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance amending Ordinance Nos. O-90-18 and O-2006-56 for the establishment and administration of Records Management Program. ***(Adoption on 1st Reading)*** (ADMINISTRATION)

B) Consideration and action, if any, on Ordinance relating to On-Site Queuing Requirements. ***(2nd Reading)*** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance amending Ordinance O-2017-41 for budget amendments to the Fiscal Year 2017-2018 Budget. ***(Adoption on 1st Reading)*** (FINANCE)

D) Consideration and action, if any, on Resolution appointing/re-appointing City Clerk and Assistant City Clerk. (ADMINISTRATION)

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

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

B) 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)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group Architects, Inc. for Professional Architectural Services for the Conceptual Design and Master Planning of the Fire Fighthers Park adjacent to Fire Station No. 1. (Project #1718-01-522-S007-001) (ENGINEERING)

B) 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 addition of a Right Turn Lane and Center Median on Jackson Rd. between Kelly Ave and IH-2 Frontage Rd. (Project #1718-01-528-S006-001) (ENGINEERING)

C) Consideration and action, if any, on award of contract for the City of Pharr International Bridge Facility Expansion and Renovations (Project No. 1718-70-510-C003-393). (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to enter and negotiate a contract with Ruben Escobar of Diseno, Inc. for Professional Architectural Services for the design of a Downtown Park. (Project #1718-01-522-S005-001) (PARKS)

9. LEGAL:

A) Consideration and action, if any, ratifying Agreement between the City of Pharr and Lot 35 Southgate Subdivision. (ADMINISTRATION)

B) Consultation and update with Legal on the following cases: Gloria Sauceda v. City, CL-17-1659-E; Elijah Smith v. City, C-0407-17-J; Francisco Marin v. City,et al, 18-CV-0002; Gabriel Cabrera v. City, et al, 17-CV-00396; Carlos Mandujano v. City, 18-CV-00003 (LEGAL)

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

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

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

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

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

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

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

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

12. 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 4th day of May, 2018 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 4th day of May 2018.

HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

_____ Title: _____

Proclamation

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

WHEREAS, the National Highway Traffic Safety Administration and the Motorcycle Safety Foundation have named May as Motorcycle Safety Awareness Month; and

WHEREAS, states and motorcycle organizations across this country will be conducting a variety of activities to promote the importance of motorist awareness and safely sharing the road with motorcycles and remind riders to make themselves more visible to others; and

WHEREAS, the City of Pharr, wishes to promote the safety campaign of the National Highway Traffic Safety Administration in their effort to ensure the safety and wellbeing of all.

WHEREAS, all highway users should unite in the safe sharing of roadways throughout the City of Pharr, Hidalgo County and American Biker Association with all others on the roadways.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the month of May 2018 as:

"Motorcycle Safety Awareness Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 7th day of May 2018.

CITY OF PHARR

_____

Ambrosio Hernandez, Mayor

ATTEST:

_____

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.
DATE SUBMITTED: April 26, 2018
MEETING DATE: May 7, 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 - 04/26/2018

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.
DATE SUBMITTED: April 26, 2018
MEETING DATE: May 7, 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 - 04/26/2018

Design Phase

- ❑ **PSJA Tri-City Pedestrian Safety Improvements Projects**
- ❑ **Pharr Pedestrian Connections**
- ❑ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ❑ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ❑ **W. Las Milpas Rd. Reconstruction**
- ❑ **Thomas Rd. Intersection Widening**
- ❑ **Downtown Pharr Lights (Polk to IH-2)**
- ❑ **Downtown Park**
- ❑ **Renovations of Jose "Pepe" Salinas Civic Center**
- ❑ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ❑ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**
- ❑ **Bridge Facility Expansion & Toll Booth Improvements.**
- ❑ **Utility Relocation for Hike & Bike Tunnel under Veterans.**
- ❑ **St. Jude Overflow Parking**
- ❑ **Fire Station No. 1**

Construction Phase

- ❑ **Owassa Road Improvements**
- ❑ **Eldora Elevated Storage Tank Improvements**
- ❑ **Waterline Transmission Improvements**
- ❑ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ❑ **Single Machine Repaving Project Year 2 Phase B**
- ❑ **Single Machine Repaving Project Year 3**
- ❑ **Pharr Nature and Birding Center**
- ❑ **Allen & William Arnold Park**
- ❑ **Dr. Long Park**
- ❑ **Fire Station No. 4**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safey Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surronding cities, schools, neigborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordianting with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Desgin is 30% Complete
Project Name:	Pharr Pedestrian Connetions
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Topographic Survey has been completed.
Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Coordianting with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental an Final Alignment Selection. Public Hearing Scheduled for May 29th 2018

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Coordianting with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental an Final Alignment Selection
Project Name:	W. Las Milpas Rd. Reconstruction
Design Engineer:	R. Gutierrez Engineering
Description:	Reconstruction of W. Las Milpas Road
Status:	Staff is working on aquiring the additional right of way needed. Design is approximately 60% Complete
Project Name:	Thomas Rd. Intersection Widening
Design Engineer:	R. Gutierrez Engineering.
Description:	Widening of the Thomas Road Intersections at Cage Blvd. and Jackson Rd.
Status:	Design if 60% Complete
Project Name:	Downtown Pharr Lights (Polk to IH-2)
Design Engineer:	City of Pharr Engineering Department.
Description:	Installation of decorative street lights from Polk St. to IH-2
Status:	Staff is coordinating with AEP so they can provide and install the decorative lights turn key.
Project Name:	Downtown Park
Design Engineer:	City of Pharr Engineering Department.
Description:	A new City Park adjacent to City Hall
Status:	Project is on Hold

DESIGN PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	Asbestos Abatement is complete
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Hallf Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 90% completion.
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Hallf Associates
Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	Design is at 35% Completion

DESIGN PHASE

Project Name:	Bridge Facility Expansion & Toll Booth Improvements.
Design Engineer:	The Warren Group
Description:	Renovation and Expansion of the existing Bridge Building Facility
Status:	Project is Scheduled to be awarded on 5-7-18 Commission Meeting
Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.
Design Engineer:	S&GE
Description:	Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road
Status:	Project is out for Bids. Bid opens May 15, 2018
Project Name:	St. Jude Overflow Parking
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.
Status:	Design is ongoing
Project Name:	Fire Station No. 1
Design Engineer:	The Warren Group
Description:	Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.
Status:	Site Location has been finalized, and final design has begun

Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsi		
Contractor	IOC, Company		
Contract Amount	$5,206,108	**Contract Time (Days)**	438
Notice to Proceed	3/23/2017	**Contract Time Used:**	92.69%

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

Status: Construction is ongoing. Anticipate Completion by mid June 2018

Pictures:

Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	$2,735,000	**Contract Time (Days)**	365
Notice to Proceed	4/21/2017	**Contract Time Used:**	103.29%
Description: Build a new 1 Million Gallon Composite Elevated Storage Tank			
Status: Construction is ongoing. Expected completion date is May 20, 2018			
Pictures:			

Project Name:	Waterline Transmission Improvements		
Engineer	S&GE, LLC		
Contractor	Jimmy Closner & Sons		
Contract Amount	$6,591,196	**Contract Time (Days)**	540
Notice to Proceed	3/15/2016	**Contract Time Used:**	144.26%

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

Status: Initial Scope of Work is complete. Pending the addition as a 24" Waterline that will run from Hi-Line to Military Hwy.

Pictures: (None)

Project Name:	Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.		
Engineer	Aldaña Engineering & Traffic Design, LLC		
Contractor	D&G Energy Corporation		
Contract Amount	$232,765	**Contract Time (Days)**	120
Notice to Proceed	7/31/2017	**Contract Time Used:**	230.00%

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

Status: Project is complete

Pictures:

Project Name:	Single Maching Repaving Project Year 2 Phase B		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	$810,073	**Contract Time (Days)**	90
Notice to Proceed	8/28/2017	**Contract Time Used:**	275.56%

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

Status: Construction is complete. Pending final reconciliation of quantities and project closeout.

Pictures: (None)

Project Name:	Single Maching Repaving Project Year 3		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	$810,073	**Contract Time (Days)**	90
Notice to Proceed	1/4/2018	**Contract Time Used:**	132.22%

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

Status: Construction is ongoing.

Pictures:

Project Name:	Pharr Nature Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	$2,390,000	**Contract Time (Days)**	270
Notice to Proceed	2/20/2018	**Contract Time Used:**	26.67%
Description: Construction of a new park.			
Status: Construction is ongoing.			
Pictures:			

Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	$2,200,000	**Contract Time (Days)**	270
Notice to Proceed	2/20/2018	**Contract Time Used:**	26.67%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:

Project Name:	Dr. Long Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	$1,500,000	**Contract Time (Days)**	270
Notice to Proceed	2/20/2018	**Contract Time Used:**	26.67%
Description: Construction of a new Park			
Status: Construction is ongoing.			
Pictures:			

Project Name:	Fire Station No. 4		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	$1,500,000	**Contract Time (Days)**	270
Notice to Proceed	2/20/2018	**Contract Time Used:**	26.67%

Description: Construction of a new Fire Station in South Pharr

Status: Construction is ongoing.

Pictures:

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED: April 27, 2018
MEETING DATE: May 7, 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 - 04/27/2018

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.
DATE SUBMITTED: April 25, 2018
MEETING DATE: May 7, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Approval of Minutes for April 16, 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 Monday, April 16, 2018.

Financial Consideration:

Staff Recommendation: Approval

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 04/25/2018
City Management Office	Final Approval - 05/04/2018

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, APRIL 16, 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 16, 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. Mario Bracamontes
BOARD OF COMMISSIONERS ABSENT:	Comm. Ricardo Medina
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 Fabiola Sanchez, Finance Anali Alanis, HR Director Leonardo Perez, Fire Chief Melanie Cano, Dev. Services Director Reynaldo Cano, Asst. Public Works Director Jose Villescas, Public Utilities Director Sergio Alanis, Parks & Rec. Director Jose Pena, I.T. Director Fred Brouwen, Bridge Sandra Zamora, Purchasing Director Daniel Ramirez, Communications Dir. Victor Perez, PEDC Director
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.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PUBLIC COMMENTS/PUBLIC HEARINGS

A) PUBLIC COMMENTS

Xavier Garcia, Hidalgo ISD Superintendent, introduced Principals Beatriz Solano and Vic Solano, and Albert Guerra, Executive Director. He stated they have two schools in the Las Milpas area and voiced his concern with the no left turn ordinance causing traffic problems for the district. He asked the Commission to consider amending the ordinance.

Beatriz Solano voiced her concerns with the ordinance and stated they have lost more than twenty (20) students as parents were receiving tickets for not using the right-of-way and they had to drive extra miles to get to campus. She further stated this was affecting enrollment at the school.

K.C. Fletcher requested the Commission to consider him as member of the Parks and Recreation Advisory Board. He also spoke about truck concerns and stated Police Department was doing a good job with trucks not coming through the downtown area. He further thanked the Commission for allowing him to work with Parks and Recreation and for getting the Tree City USA designation.

Crisanto Garcia voiced his concern with dust and stated the company was not irrigating as ordered by Municipal Judge. He stated dust was filtering through his house and passed a petition for no-thru school traffic at his neighborhood.

At this time, Mayor Hernandez called upon Rudy Martinez, Municipal Judge to provide clarification on the order.

Judge Martinez stated he was not allowed to comment on pending cases and he was not the judge who hears code enforcement cases but would look into it.

Melanie Cano, Development Services Director, stated the case was heard in court on February 15, 2018 and they were given a two-month extension. She further stated the company was consistently watering the ground however it has been windy and hot so that tends to dry out the property quickly.

DRAFT

B) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF APRIL 2018 SALES TAX REPORT

Juan G. Guerra, City Manager, introduced the sales tax report for the Month of April 2018 and stated sales tax were up 9.29%.

B) SUBMISSION OF MARCH 2018 TAX COLLECTION REPORT

Juan G. Guerra, City Manager, introduced the tax collection report and stated current taxes were up and delinquent taxes were down.

C) CITY EVENTS OF INTEREST

Juan G. Guerra, City Manager, introduced the item and stated LRGVC 911 representatives were in the audience to present awards to staff.

Manuel Cruz, LRGVC 911, recognized public safety communicators for an outstanding job and presented awards. The Telecommunicator Team of the Year award was presented to Crystal Thompson and Sergio Aguayo; the Communications Supervisor of the Year award was presented to Kenneth Ennis, who was also recognized as one out of five in the state of Texas as 2018 Operations Professional of the Year; and the Telecommunicator of the Year award was presented to Sergio Aguayo.

Juan G. Guerra, City Manager, congratulated staff for a job well done. He further reported the Pharr Memorial Library would be celebrating Dia Del Libro on Thursday, April 26, 2018 from 6:00 p.m. to 8:00 p.m. at the Pharr Memorial Library. He stated the event was to recognize the importance of children's books in the lives of all children.

Juan G. Guerra, City Manager, reported the Greater Pharr Chamber of Commerce would be hosting a ribbon cutting event for Crunch Fitness on Thursday, April 19, 2018 at 500 N. Jackson Road. He further reported a grand opening ceremony for Burger IM in Pharr would take place on April 25, 2018 at 1233 S. Cage. He extended an invitation to everyone to attend.

Juan G. Guerra, City Manager, reported a Summer Earn and Learn Program Workshop would take place on April 30, 2018 at the Holiday Inn Express & Suites at 205 W. Nolana Loop in Pharr. He stated the workshop would be hosted by the Pharr Economic Development Corporation alongside the Texas Workforce Commission and

Texas Workforce Solutions. He further stated the program goal is to increase work-based learning opportunities for students with disabilities through integrated workforce system and better prepare them for successful transition to postsecondary education and employment.

Juan G. Guerra, City Manager, reported on upcoming events at the Pharr Events Center. He stated a Coastal Conservation Association event would take place on April 26, 2018 at 5:00 p.m. and In This Moment concert would take place on April 27, 2018 at 7:00 p.m.

ITEM 4. 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, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 2, PAPPAS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1610 WEST EXPRESSWAY 83. CUP#100103

2. SANDRA L. GOMEZ, D/B/A DESPERADOS SALOON II, 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 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, REQUESTED 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, 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 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

DRAFT

REQUESTED 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

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

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

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION CONCERNING AEP DISTRIBUTION COST RECOVER FACTORS (DCRF) APPLICATION TO INCREASE DISTRIBUTION RATES (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and briefly explained the resolution was to deny the rate increase as proposed by AEP. He further recommended approval.

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

Resolution No. R-2018-26 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING COMPUTER EQUIPMENT AS SURPLUS TO BE DONATED TO PEDC (INNOVATION & TECHNOLOGY)

Juan G. Guerra, City Manager, introduced the item and briefly explained this was part of the program with the Pharr-San Juan-Alamo ISD for their free public Wi-Fi project to 50 homes.

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

Resolution No. R-2018-27 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO AN UNEXPIRED TERM ON THE PARKS AND RECREATION ADVISORY BOARD (PARKS)

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

ITEM 6. ADMINISTRATIVE

A) PRESENTATION OF THE 2018 CITY OF PHARR PERFORMANCE REVIEW SURVEY (HR)

Michael Uhrbrock, University of Texas at Rio Grande Valley, went over the 2018 Performance Review Survey results. He stated the survey was given to the employees at the employee training on February 22-23, 2018 and overall the employees were satisfied with the performance of the Mayor, the City Commission, and the City Manager. A total of 484 surveys were filled out, representing 80% of all city employees and surveys were anonymous. He added the ratings were higher than year 2016.

Comm. Bracamontes left at this time being 4:30 p.m.

Mayor Hernandez thanked Mr. Uhrbrock for a detailed report.

B) PRESENTATION OF ELECTION EQUIPMENT BY ELECTION SYSTEMS & SOFTWARE (ES&S) (ADMINISTRATION)

Juan G. Guerra, City Manager, introduced the item and stated the voting equipment was in the room for the elected officials and the public to view.

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)

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

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)

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

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)

Juan G. Guerra, City Manager, introduced the item and stated five statement of qualifications were received and staff recommended SPA Skateparks at $300,000 budgeted.

Omar Anzaldua, City Engineer, briefly explained this was a design build contract and Skateparks had previously done work at this park; therefore, they were the most qualified. He stated they were a Valley based engineering company and the budget would not be increased.

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

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)

Juan G. Guerra, City Manager, introduced the item and stated the change order amount was for an increase of $16,800 due to the asbestos in roof area. He further recommended approval.

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

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)

Juan G. Guerra, City Manager, introduced the item and stated the change order was a decrease of $8,457 and recommended approval.

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

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)

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

Comm. Guajardo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried by a majority vote of five (5) ayes and one (1) abstention. Comm. Carrillo abstained.

ITEM 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)

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

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

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)

Juan G. Guerra, City Manager, introduced the item and briefly stated the City would only pay 10% of the cost due to E-Rate Program. He further recommended approval.

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

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

DRAFT

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

The time being 4:40 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 5:18 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE RELATING TO ON-SITE QUEUING REQUIREMENTS (1ST READING) (DEVELOPMENT SERVICES)

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

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE NO.O-2016-39 (PURCHASING MANUAL) (1ST READING) (PURCHASING)

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

ITEM 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)

DRAFT

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

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

ITEM 8. CONTRACTS/AGREEMENTS

C) CONSIDERATION AND ACTION, IF ANY, ON PROJECT AUTO (PEDC II)

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

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:18 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 16th 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:

DRAFT

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: April 25, 2018
MEETING DATE: May 7, 2018

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on Resolution authorizing Pharr Police Department to participate on the FY 2017 Operation Stone Garden Grant # 3173103.

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 Office of the Governor Homeland Security Division
What: Participation in the FY 2017 Operation StoneGarden Grant # 3173103
Where: Pharr, TX
When: The grant will be active between 4/01/2018 to 05/31/2019
Why: The grant support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations.

Financial Consideration: There is no match for this grant. The total grant is $241,000.00 in which $136,160.00 will be for operation overtime and the $ 104,840.00 will be for equipment.

Staff Recommendation: I recommend approval.

Alternatives: N/A

ROUTING:

Jose Luengo	Created/Initiated - 04/25/2018
Karla Moya	Approved - 05/01/2018
City Management Office	Final Approval - 05/04/2018

RESOLUTION NO. R—2018__

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION STONEGARDEN GRANT PROGRAM (2017 OPSG APPLICATION)

WHEREAS, The Pharr Police Department finds it in the best interest of the citizens of Pharr that the Operation Stonegarden Grant Program (OPSG-2017) be operated for the fiscal year 04-01-2018 to 05-31-2019;

WHEREAS, the purpose of the Operation Stonegarden Grant Program (OPSG-2017) is to support overtime and operational costs for increased patrol and investigative capacity for certified peace officers and law enforcement support personnel conducting border security operations, and

WHEREAS, Pharr Police Department agrees to provide if applicable matching funds for the said project as required by the Office of the Governor, Homeland Security Grants Division grant application; and

WHEREAS, Pharr Police Department agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, Pharr Police Department assures that the funds will be returned to the Office of the Governor, Homeland Security Grants Division in full.

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

NOW THEREFORE, BE IT RESOLVED that Pharr Police Department approves submission of the grant application for the Operation Stonegarden Grant Program (OPSG-2017) to the Office of the Governor, Homeland Security Grants Division.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____DAY OF MAY, 2018.

Grant Number: 3173103

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing *Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the ____day of May 2018, ad.*

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____ day of May, 2018, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: April 23, 2018
MEETING DATE: May 7, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on Memorandum of Understanding between City of Pharr and PSJA ISD for City of Pharr Independence Day Festival on Saturday, June 30, 2018.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: City of Pharr wishes to enter into a Memorandum of Understanding with PSJA ISD for use of PSJA North High School football field and empty fields east of Dr. William Long Elementary for City of Pharr Independence Day Festival on Saturday June 30, 2018.

Financial Consideration: Other than providing insurance for this event, there is no other financial consideration associated.

Staff Recommendation: Staff Recommends Approval

Alternatives: Alternative would be to deny this request

ROUTING:

Gary Rodriguez	Created/Initiated - 04/23/2018
Patricia Rigney	Approved - 05/03/2018
Karla Moya	Approved - 05/03/2018
City Management Office	Final Approval - 05/04/2018

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT

This Agreement is entered by and between the City of Pharr, a home-rule municipal corporation located in Hidalgo County, Texas, (hereinafter referred to as "City"), and the Pharr San Juan Alamo Independent School District (hereinafter referredto as "School District").

WITNESSETH THAT:

The School District desires to provide, at no charge, and in partnership with City of Pharr, the empty fields East of Dr. William Long Elementary School for the purpose of hosting the City of Pharr Independence Day Festival, a free community Patriotic Festival, on Saturday, June 30, 2018, from 6:00 am to 11:59 pm, featuring live music, food booths, a beer garden, and family games. The City will also be allowed to use the empty football practice field at PSJA North High School for the purpose of a live fireworks display to be supervised by Pharr Fire Rescue:

I. TERM/TERMINATION

This Agreement shall commence at 6:00 am on Friday, June 29, 2018, and end at 8:00 am on Sunday, July 1, 2018, in accordance with schedule attached herein.

Each party acknowledges this event is subject to postponement / cancelation / rescheduling due to weather conditions or other unforeseen circumstances that would prohibit the safe gathering of people in a public place. In the event of postponement/cancellation/or rescheduling, this Agreement shall nonetheless terminate on Sunday July 1, 2018, unless otherwise agreed to in writing.

Either party may terminate this Agreement in its entirety for convenience by giving the other written notice of intent to terminate.

II. FACILITIES

The City and School District shall be allowed use of the empty fields to the East of Dr. William Long Elementary to place, among other things, a portable stage, food booths, sound system, light towers, tents, fencing, trash receptacles, port-o-potties,

generators, guest parking and family games. In addition, the School District will provide the City with access to two portable buildings which will be used as First Aid/Cool-Down rooms and changing rooms. In addition, the City shall be allowed to use the empty football practice field of PSJA North High School, West of Raider Drive for the purpose of a live fireworks display.

The City agrees to make whole the District with respect to clean up, trash removal, and general restoration of grounds to pre-event conditions.

III. OPERATIONAL COSTS

The City shall cover all costs of operation for this event in the form of an approved budget to underwrite all associated expenses.

IV. RESPONSIBILITIES OF THE CITY

1. The City shall provide the School District with a printed and digital operational plan stipulating this festival will be coordinated as an Emergency Management Operation under a unified command of City staff, department heads and administrators.
2. The City shall provide the School District up to date maps and logistical outlays of all resources to be staged at the District's property.
3. The City shall provide insurance for this event.
4. The City shall provide for security, traffic control, tables, tents, chairs, staging, barricades, safety oversight, fire prevention and Administrative control over all aspects of this event utilizing City departments and staff.
5. The City shall make every effort to preserve the School District's property, resources and grounds in, around, and adjacent to Dr. William Long Elementary School and the empty athletic stadium West of Raiders Drive before, during and after the event.

V. RESPONSIBILITIES OF THE SCHOOL DISTRICT

1. The School District shall provide staff and supervisors to open gates, portable buildings and facilitate access to all approved areas for festival operations.
2. The School District shall provide at least one (1) supervisory level staff member to be present in the established Command Center for the duration of the active hours of this event.
3. The School District shall report any damaged equipment or hazards to the City as soon as possible before and/or after the event.
4. The School District shall be responsible for performing the role of an active partner in this event with respect to communication, facilitation and expectations.

VI. INSURANCE

The City shall provide, and keep in force during the term of this Agreement, liability insurance, as provided in the Texas Tort Claims Act, covering the City for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies selected and approved by School District, and shall be paid for by the City. The insurance provided pursuant to this section shall be in the amount of not less than $2,000,000 per occurrence / $4,000,000 aggregate. This insurance shall protect the City and the School District against liability to any employees or servants, and to any other person or persons whose personal injury (or property damage) arises out of, or in connection with the use or condition of the Pharr Police Athletic League 4th of July Family Fiesta.

VII. HOLD HARMLESS

The School District shall not be liable to the City or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about the Land or the Premises, except as provided by law, when such injury or damage is caused by any act or omission of the City, its agents, servants or employees, or of any other person entering upon the Land or Premises under express or implied invitation by the City.

City shall not be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of School District employees in relation to the event or arising from any condition of the school grounds that result from the School District's facilities, policies, practices or operations.

The School District shall not be liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the City's employees in relation to the event or arising from any condition of the operation or program that result from City's facilities, policies, practices or operations.

If both City and School District are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of City's or School District's employees under this Agreement, City and School District shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party, as determined by a court adjudicating the matter, or as agreed in any settlement.

IN WITNESS WHEREOF, the City and the School District have caused this Agreement to be executed by their authorized officers effective as of the

PSJA Independent School District

By: _____
Dr. Daniel P. King, Superintendent of Schools

Approved as to Form:

By: _____
School District Attorney

City of Pharr

By: _____
Juan Guerra, CPA, City Manager

Attested:

By: _____
Hilda Pedraza, City Clerk

Approved as to Form:

By: _____
City Attorney

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.
DATE SUBMITTED: May 1, 2018
MEETING DATE: May 7, 2018

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action on approving contract with Pyro Shows of Texas for fireworks display for the City of Pharr Independence Day Festival on Saturday, June 30, 2018 at Dr. William Long Elementary.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: The City of Pharr wishes contract with Pyro Shows of Texas to produce a live fireworks display for our community during the Independence Day Festival on Saturday June 30, 2018.

Financial Consideration: Amount to be invested, if approved, would be $15,000, which has been budgeted.

Staff Recommendation: Staff Recommends Approval.

Alternatives: Alternative would be to deny this item.

ROUTING:

Gary Rodriguez	Created/Initiated - 05/01/2018
Patricia Rigney	Approved - 05/03/2018
Karla Moya	Approved - 05/03/2018
City Management Office	Final Approval - 05/04/2018

PYRO SHOWS

Contract Agreement

This Agreement made this day of April, 2018, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as "**PYRO SHOWS"** and **the City of Pharr** with its principle place of business located at 118 S. Cage Blvd., in the State of Texas, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. **FIREWORKS DISPLAY**: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #18-TX-06-30-C-15000-000110 dated this 25 day of April, 2018. The Show will be given on the 30th day of June, 2018. Rain date/postponement date: day of , .

II. **CANCELLATION**: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. **SECURITY AREA**: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

IV. **SITE CLEANUP**: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. **AMENDMENT & ASSIGNMENT**: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS**: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VII. **PERMITS AND LICENSES**: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Parties hereby submit themselves to the jurisdiction of said Courts and waives their rights to proceed against each other in and other actions, in any other jurisdiction. For Shows that include music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music in the public environment of the Show.

VIII. **LATE PAYMENT**: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1\2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

IX. **ADVERTISEMENT AND PROMOTIONS**: Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

X. **COMPLAINTS**: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XI. **INSURANCE**: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XII. **PAYMENT TERMS**: City of Pharr shall pay PYRO SHOWS $15,000 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit ($7,500.00) upon return of signed contract by May 30, 2018. Balance will be due in the PYRO SHOWS office prior to day of show.

XIII. **GOVERNING LAW.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Texas. Venue for any legal proceeding, cause of action or suit arising out of or related to this Agreement shall exclusively lie with a court of competent jurisdiction in Hidalgo County, Texas, any legal proceeding, cause of action or suit arising out of or related to this Agreement shall be exclusively brought in any court of competent jurisdiction in Hidalgo County, State of Texas, and for this purpose each party expressly and irrevocably consents to the exclusive jurisdiction of said courts.

XIV. **TAXES**: Customer shall be responsible for all applicable sales taxes.

XV. **IMPORTANT**: Checks must be made payable to PYRO SHOWS OF TEXAS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY:_____ DATE:_____

Chad Stanley

CUSTOMER

BY:_____ _____ _____ DATE:_____

Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED: May 1, 2018
MEETING DATE: May 7, 2018

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR:

Agenda Item: Consideration and action on Merchant Service Agreement with EPX for the Toll Collection System.

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 will be installing a new toll collection system that will allow for credit card payments.

Financial Consideration: N/A

Staff Recommendation: Authorizition to approve the Merchant Services agreement. This will allow the Pharr Bridge to receive credit card payments online or in the office and will automaticilly be applied to the customers accounts. The Pharr International Bridge currently uses PayPal in which the payment is entered manually and may take up to 5 minutes to reflect on the customers account.

Alternatives: N/A

ROUTING:

Vanessa Guzman	Created/Initiated - 05/01/2018
Luis Bazan	Approved - 05/01/2018
Sandra Zamora	Approved - 05/04/2018
Patricia Rigney	Approved - 05/04/2018
Karla Moya	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

The Bancorp Bank

epx
electronic payment exchange

1201 N. Market Street, Suite 701, Wilmington, DE 19801

Phone: 302.288.0600 Fax: 302.288.0601

Toll-Free: 866.581.5109
www.epx.com

MERCHANT PROCESSING APPLICATION

☒ **New Account** ☐ **Additional Location for Existing Account** ☐ **Contract Update**

BUSINESS INFORMATION

Legal Name of Business or Corporate Owner ***Registered with the IRS*** CITY OF PHARR	DBA (Doing Business As) Name PHARR INTERNATIONAL BRIDGE
Billing Address PO BOX 1729	Location Address 9900 S CAGE BLVD

City	State	Zip	City	State	Zip
PHARR	TX	78577	PHARR	TX	78577

Business Phone	Business Fax Number	Customer Service Phone	Federal Tax ID Number
956.402.4660		956.402.4660	74-6001875

Contact Name / Office Manager	Contact Phone Number	Contact E-Mail Address	Website Address
VANESSA GUZMAN	956.402.4660	VANESSA.GUZMAN@PHARR-TX.GOV	www.BRIDGE.PHARR-TX.GOV

BUSINESS DESCRIPTION

Business Processing Category ☐ Retail ☐ Restaurant ☐ MO/TO ☐ Internet ☐ Other _____ Travel Related? ☐ Yes ☒ No

Type of Ownership ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation – Type ☐ Non-Profit

Transaction Type	Card Swipe	Manually Keyed	Phone/Mail Order	Internet	Total		Average Ticket	High Ticket	Ave Monthly Volume	High Monthly Volume
	10	15	0	75	**100%**		$3,500	$55,000	$160,000	$200,000

Transaction Description to Appear on Cardholder's Statement (Merchant name is 23 characters in length, including spaces):
PHARR INTL BRIDGE

Customer Service Telephone Number to Appear on Cardholder's Statement:
956.402.4660

Describe Type of Business **PHARR Bridge**
Years in Business: 23 YEARS
Number of Business Locations 1
Are all locations in the US? ☒Yes ☐No
If No, identify specific country(s): _____
Describe Goods/Services Sold: Toll Collection

MCC: _____

Are Good/Services Delivered at Time of Sale? ☒Yes ☐No
If no, Number of Days until Delivered _____ Days
Average Percentage of Sales Returned _____%
Number of Days items may be Returned for Credit _____ Days

Seasonal Merchant ☐Yes ☒No J F M A M J J A S O N D
If yes, indicate active months ☐☐☐☐☐☐☐☐☐☐☐☐

PROCESSING DESCRIPTION

Process VISA, MasterCard, Discover, AXP currently or previously ☒Yes ☐No **If Yes, Current Processor Name**: PayPal
Most Recent 3 Months Processor Statements attached? ☐Yes ☒No

FULFILLMENT CENTER
Does your company use a Fulfillment Center ☐Yes ☒No
If Yes:
Fulfillment Center Name _____
Fulfillment Center Address _____
Fulfillment Center Phone # _____
Fulfillment Center Shipping Method _____

MERCHANT SERVICER
Does anyone outside of your company have access to the credit card or bank account information of your customers? ☐Yes ☒ No
If Yes:
Name _____
Address_____
Phone # _____
Service provided_____

E-COMMERCE
Does your company sell some/all products via Internet? ☐Yes ☐No
If Yes;
URL www._____ (if different from above)
Is the web site through which they are sold active? ☐Yes ☐No
Is a Privacy Policy clearly stated in the web site? ☐Yes ☐No
Is a Return Policy clearly stated in the web site? ☐Yes ☐No
Is a Data Security Policy clearly stated in the web site? ☐Yes ☐No

PCI COMPLIANCE
Does your company store the credit card or bank account information of your customers?
☐Yes ☒No
Is your company currently PCI compliant? ☐Yes ☒No
If yes, Assessor contracted for PCI _____
Is the PCI DSS Self Assessment Questionnaire completed? ☐Yes ☒No
If yes, please attach a copy of the Self Assessment Questionnaire.
If required and No, expected date of compliance_____
www.pcisecuritystandards.org

OWNERS / PRINCIPALS / OFFICERS- Principals noted below must be majority owners of 51% or greater. Please submit copy of driver's license for each principal.

Principal #1	Name	Title	Social Security Number 74-6001875	Date of Birth	Equity Ownership %
	Residence Address	City	State	Zip	Phone Number 956.402.4660
Principal #2	Name	Title	Social Security Number	Date of Birth	Equity Ownership %
	Residence Address	City	State	Zip	Phone Number

SETTLEMENT INFORMATION – ATTACH VOIDED BUSINESS CHECK or BANK LETTER VERIFYING ACCOUNT INFOMATION			
Bank Name	**LONE STAR NATIONAL BANK**	**Name on Bank Account**	**POOLED CASH**
ABA/Routing #		**DDA Number**	

SERVICES REQUESTED

Accepting all MasterCard, Visa, Discover Network, and American Express transactions ***(presumed unless any selections below are checked)***

MasterCard	Visa	*Discover	*American Express
☐Credit Transactions only	☐Credit Transactions only	☐Credit Transactions only	☐Credit and Prepaid Card Transactions only
☐Non-PIN Debit Trans. Only	☐Non-PIN Debit Trans. Only	☐Non-PIN Debit Trans. Only	

Discover full-acquired unless ineligible for program (e.g. Discover retained merchants provide your Discover SE# below)
AXP full-acquired unless ineligible for program (e.g. merchants over $1MM annual AXP volume, prohibited or do-not-sign merchants) provide your AXP-direct account SE# below.

☐ AXP DIRECT SE#															
☐ DISCOVER RETAINED SE#															

PIN DEBIT

☐ STAR	☐ NYCE	☐ INTERLINK	☐ PULSE	☐ MAESTRO

MERCHANT SITE SURVEY (Completed by Sales Representatives)

LOCATION ☐Mall ☐Strip Mall ☐Office Building ☐Residence ☐ Other: _____ **AREA** ☐ Industrial ☐ Commercial ☐ Residential

Is exterior signage consistent with application? ☐Yes ☐ No	Does inventory/merchandise appear consistent with application? ☐Yes ☐ No
Photos taken ☐Yes ☐ No Included with application ☐Yes ☐No	If Photos Not taken, was site personally visited by EPX representative ☐Yes ☐ No
Signature: *	Date:

* By his/her signature, the EPX representative is certifying that he/she has visited the location and the information herein set forth is true and correct.

CERTIFICATION & AGREEMENT

By signing below, the Merchant named above: (1) certifies that all information and documents submitted in connection with this Application are accurate to the best of your knowledge; (2) authorizes EPX to receive credit reports as occasioned from time to time and any other information regarding undersigned or its principals, proprietors or partners from third parties, to verify any information provided on the application; and (3) agrees that Merchant will submit transactions to EPX only in accordance with the information in this Application and will immediately notify EPX in writing if any information in this Application changes.

Merchant: By _____
(Merchant Principal or Corporate Officer Signature)

_____
(Print Name)

Date _____

Merchant: By _____
(Merchant Principal or Corporate Officer Signature)

_____
(Print Name)

Date _____

******IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT******

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information as may be necessary to permit us to identify you, including a copy of your government issued photo ID, or other identifying documents.

EPX MERCHANT AGREEMENT

North American Bancard, LLC, doing business as **Electronic Payment Exchange**, a Delaware Corporation, whose address is 250 Stephenson Hwy, Troy MI 48083 ("EPX", "us" or "we"), The Bancorp Bank ("Bank"), a Delaware Corporation, whose address is 405 Silverside Road, Suite 105, Wilmington, DE 19809, and __City of Pharr_____[merchant], a TX [state] Local Government whose address is ___9900 S Cage Blvd. Pharr, TX 78577_____ ("Merchant", "you" or "your"), agree as follows:

1. Definitions. For the purposes of this Agreement and the Schedules referred to herein, the following definitions apply unless the context otherwise requires:

   1.1. "Address Verification" shall mean a service which allows Merchant to verify Cardholder's billing address with Issuer.

   1.2. "Association(s)" shall mean VISA USA, Inc., MasterCard International, Inc., American Express Travel Related Services Company, Inc. and Discover Network, a business unit of Discover Financial Services.

   1.3. "Authorization" shall mean an affirmative response by or on behalf of an Issuer, to a request to the EPX System to effect a Transaction, that a Transaction is within the Cardholder's available credit limit and that the Cardholder has not reported the Card lost or stolen. All Transactions require Authorization.

   1.4. "Bank" shall mean The Bancorp Bank, the sponsor bank named in the preamble to this Agreement.

   1.5. "BRIC" shall mean BuyerWall Recognized Identification Code. The BRIC provides future transaction functionality typically associated with the storage of cardholder data.

   1.6. "Business Day" shall mean any day other than:
   - i. Saturday or Sunday;
   - ii. A day on which banking institutions in Delaware are authorized by law or executive order to be closed (and on which Bank and/or EPX is in fact closed); or
   - iii. A day on which the Federal Reserve Bank is closed.

   1.7. "BuyerWall" shall mean the EPX patent pending technology that utilizes the EPX hosted front-end applications in conjunction with a unique transaction identifier allowing Merchant to eliminate contact with credit card numbers during the processing, transmission and storage of data.

   1.8. "Card(s)" shall mean either a Visa, MasterCard, American Express or Discover credit card or debit card.

   1.9. "Cardholder" shall mean a person authorized to use a Card.

   1.10. "Card-Not-Present" shall mean mail order, telephone order, e-commerce (Internet) order, or other transactions that are not Card-Present Transactions.

   1.11. "Card-Present Transaction" shall mean a Transaction in which the Card is swiped through a terminal, register or other device, capturing the Card information encoded on the magnetic strip.

   1.12. "Chargeback" shall mean a Transaction that Bank returns to Merchant pursuant to this Agreement.

   1.13. "CVV" shall mean a service which allows Merchant to verify Cardholder's possession of Card through the identification of unique digits on Card.

   1.14. "EPX System(s)" shall mean payment processing platform.

   1.15. "Forced Sale" shall mean a sales Transaction processed without an approved electronic authorization number being obtained for the full amount of the sales Transaction at the time the Transaction is processed.

   1.16. "Issuer" shall mean an Association member that issued a Card to a Cardholder.

   1.17. "IVR" shall mean interactive voice response unit used for an Authorization.

   1.18. "Manuals" shall mean the EPX System and Software associated API guides, manuals and instructions.

   1.19. "Merchant Servicer" shall mean non-members other than the Merchant and EPX that receive, pass, or store transaction data on their internal systems on behalf of the Merchant. This includes third party servicers, Web hosting companies, shopping cart providers, and media back-up companies. Merchant Servicers must be registered where required by the Associations and must be compliant with all Payment Card Industry Data Security Standards at all times during their use by Merchant.

   1.20. "Merchant Statement" shall mean an itemized daily and monthly statement of all charges and credits to the Operating Account.

   1.21. "Operating Account" shall mean a demand deposit account at Bank, or other approved financial institution through which fees, charges and credits due in accordance with this Agreement may be processed.

1.22. "Pre-Authorized Recurring Order Transactions" shall mean Transactions which have been pre-authorized by the Cardholder and for which the goods or services are to be delivered or performed in the future by Merchant without having to obtain approval from the Cardholder each time.

1.23. "Reserve Account" shall mean an account at Bank for all future liabilities of Merchant to Bank or EPX which may arise out of this Agreement.

1.24. "Services" shall mean the transaction processing services provided by Bank or EPX under this Agreement.

1.25. "Software" shall mean any software programs provided by EPX.

1.26. "Transaction" shall mean the acceptance of a Card or information embossed on the Card for payment for goods sold and/or leased or services provided to Cardholders by Merchant and receipt of payment from Bank, whether the transaction is approved, declined, or processed as a Forced Sale. "Transaction" also includes credits and voids.

2. Merchant Obligations and Requirements.

2.1. Merchant Card Processing. Merchant is in the business of selling and/or leasing goods and/or providing services to its customers. To better serve those customers, Merchant has requested and Bank and EPX has agreed to permit Merchant's participation in the Card processing programs and services. Without the prior written consent of EPX, Merchant is not authorized to process Transactions for payment for any other type of goods or services. Bank and EPX reserves the right to establish certain limits on volume of daily, weekly, and monthly transactions and dollar limits per Transaction which Merchant may process. Merchant agrees to participate in the Card processing services program established by Bank, EPX and the Associations.

2.2. Merchant Account Changes. Merchant shall provide the information required by the Merchant Profile Setup Form provided to Merchant by EPX and shall promptly notify EPX of any changes in this information.

2.3. Merchant Operating Account. Prior to accepting any Cards, Merchant shall establish an Operating Account. Merchant authorizes Bank, and EPX when applicable, to debit all amounts Merchant owes EPX herein from the Operating Account, whether maintained at Bank or another financial institution, at times deemed appropriate by EPX through the ACH Banking Network or by a manual debit of the account. Merchant waives any claims for loss or damage arising out of any charges or debits to the Operating Account against Bank, EPX, or any other financial institution where the Operating Account is maintained.

2.4. Reserve Account. Upon execution of this Agreement, EPX may have Bank establish a Reserve Account for all future liabilities of Merchant to EPX which may arise out of this Agreement, including, but not limited to, Chargebacks, fines and fees. EPX shall inform Merchant of the initial amount required for the Reserve Account at the commencement of this Agreement. EPX may change the amount of the Reserve Account as reasonably necessary and Merchant shall be immediately notified of such change. The Reserve Account may be funded by deduction from payments due Merchant or a charge against Merchant's Operating Account or against any of Merchant's accounts at Bank. The Reserve Account will be maintained for a minimum of six (6) months from the termination date of this Agreement or until such time as EPX determines that the release of the funds to Merchant is prudent, commercially reasonable and Merchant's account with EPX is fully resolved. Upon expiration of this six (6) month period, any balance remaining in the Reserve Account will be paid to Merchant. EPX will inform Merchant in writing of any charges debited to the Reserve Account during this period.

2.5. Adjustments and Returns. Merchant will maintain and advise its customers of its fair exchange and return policy and make adjustments with respect to goods and services sold and/or leased to its customers whenever appropriate. If goods are returned, or services are terminated or canceled, or any price is adjusted, Merchant will prepare and transmit a credit or return Transaction, either electronically or by paper, for the amount of the adjustment as a deduction from the total amount of Transactions transmitted that day. If the amount of credit or return Transactions exceeds the amount of sales Transactions, EPX shall fund the excess via Merchant's Reserve Account and/or Operating Account. Merchant shall make no cash refunds on Transactions and shall handle all credit adjustments as provided in this paragraph. If no refund or return will be given, Cardholder must be advised in writing that the sale is a "final sale" and "no returns" are permitted at the time of the Transaction. Cardholder also must be advised in writing of any no-cash refund policy, in store credit only. Merchant shall follow Association reservation/no-show policy. Merchant must notify Cardholders in writing of this policy on all advance reservations. The Cardholder must be notified at the time of the reservation of the exact number of days required for reservation deposit refunds.

2.6. Customer Complaints. Merchant shall respond promptly to inquiries from Cardholders and shall resolve any disputes amicably. EPX reserves the right to charge Merchant reasonable fees and reimbursement on account of excessive Cardholder inquiries, refunds or Chargebacks. Merchant agrees to maintain the following information in writing with respect to each claim or defense asserted by a Cardholder for which Merchant has received notice:

i. The Cardholder's name;
ii. A unique confirmation number (transaction sequence number, or other identifier) that the Merchant can use to reference the transaction in subsequent communications with EPX;
iii. The date and time the Cardholder asserted the claim or defense;
iv. The nature of the claim or defense; and
v. The action which Merchant took in an attempt to resolve the dispute.

Upon request, EPX and/or Merchant shall furnish Bank with this information in writing within ten (10) days.

2.7. Auditing and Credit Investigation. Bank or EPX may audit Merchant's compliance with the terms of this Agreement. Merchant shall deliver such information within ten (10) days after Bank's or EPX's request, including without limitation, periodic financial statements and information pertaining to Merchant's financial condition, in a format reasonably acceptable to Bank and EPX. Such

information shall be true, complete and accurate. Merchant authorizes parties contacted by EPX to release credit information requested by Bank or EPX and Merchant agrees to provide a separate authorization for release of credit information if requested.

2.8. Exclusivity. Merchant shall submit all Card Transactions for the particular entity, dba or web property processed by EPX during the term hereof solely to EPX for processing. If Merchant fails to comply with this provision, Merchant agrees to pay EPX, a liquidated damages sum within ten (10) days of the date of non-compliance. The amount shall equal the greater of

i. $250; or
ii. 80% of the product of:
    1. The average net monthly fees; and
    2. The number of months, including any pro rata portion of a month, then remaining prior to the date on which Merchant may terminate this Agreement in accordance with it terms.

Merchant agrees that the damages suffered as a result of such non-compliance would be extremely difficult to calculate with precision. For that reason, the parties hereto agree that the liquidated damages should be computed as set forth above. Any exceptions to this exclusive arrangement must be approved by EPX in advance in writing.

2.9. Retention of Original Sales Information. Merchant shall retain the information required by the Associations and the rules they propagate for three (3) years from the date of the Transaction. Upon request, Merchant shall provide such information within five (5) days of receipt of request by an Issuer. Failure to meet such time frame or non-delivery of any item or delivery of an illegible copy of an item requested by an Issuer shall constitute a waiver by Merchant of any claims and may result in an irrevocable Chargeback for the full amount of the Transaction. Merchant agrees that EPX may, from time to time, furnish this information on Merchant's behalf, and that EPX shall be indemnified for failure to provide the information if such failure is due to any cause or condition beyond reasonable control.

2.10. EPX Systems. Merchant,on behalf of itself and its agents and service providers, acknowledges that its use of the EPX Systems and Software is in accordance with the specification provided by EPX. Any Software supplied to Merchant by EPX is owned by EPX. It is licensed to Merchant and not sold. The Manuals are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Merchant is prohibited from copying the Software or Manuals related to the EPX System and Software. Merchant shall not sell, lease, encumber or otherwise dispose of the Software or Manuals. Merchant acknowledges that the EPX Systems and Software requires suitable computer hardware to function properly.

3. EPX Obligations and Requirements.

3.1. EPX to Provide Services to Merchant. During the term of this Agreement, subject to the terms and conditions of this Agreement, EPX agrees to provide EPX Systems, Software and Manuals in order to allow Merchant to accept and process Transactions. EPX shall provide EPX Systems technical support 24 hours per day, 7 days per week, in accordance with EPX's then-current policies. EPX agrees to provide Merchant with the Services indicated on Schedule A, as applicable, as amended from time to time by EPX, during the term of this Agreement, subject to the terms and conditions of this Agreement.

3.2. Data Connection. In the event Merchant requires the installation of a dedicated data connection for electronic transmissions to EPX, Merchant will sign a separate agreement, EPX Third Party Connection Agreement, which provides policy and guidelines for the use of network and computing resources associated with the data connection. Merchant shall make arrangements for such installation and the maintenance thereof with EPX. EPX shall coordinate the installation and maintenance of the dedicated data connection. Merchant shall pay EPX for all costs related to the installation and maintenance of the dedicated data connection.

3.3. Merchant Statement. EPX shall make available a Merchant Statement to Merchant on a periodic basis. All information appearing on the Merchant Statement shall be deemed accurate and affirmed by Merchant unless Merchant objects by written notice specifying the particular item in dispute within thirty (30) days of the date of the Merchant Statement. Delivery of the Merchant Statement may be in electronic form.

4. Bank Obligations and Requirements

4.1. Bank to Provide Services to Merchant. Bank agrees to sponsor Merchant's acceptance of Cards for Transactions. Bank agrees to provide Merchant with the Services indicated on Schedule A, as applicable, as amended from time to time by Bank and EPX, during the term of this Agreement, subject to the terms and conditions of this Agreement.

4.2. Daily Reconciliation of Transactions.

i. Electronically Transmitted Transactions. Bank shall deliver payment to Merchant by a credit to the Operating Account equal to the reconciled summary of Merchant's total summary Transactions since the previous credit. This credit will be net of one or more of the following::
    1. The sum of all Cardholder charges denied, refused or charged back;
    2. All refunds processed on account of Cardholders during said time period;
    3. All taxes, penalties, charges and other items incurred by Bank or EPX that are reimbursable pursuant to this Agreement; and
    4. All rates, fees and charges in Schedule B.
ii. Provisional Credit. Any credits to the Operating Account are provisional only and subject to revocation by Bank until such time that the Transaction is final and no longer subject to chargeback by the Issuer, Cardholder or Associations.

4.3. Chargebacks. If a card holder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if EPX has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account. Merchant acknowledges and agrees that it is bound by the

rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing EPX with any available information to represent a chargeback and that, regardless of any information it provides or does not provide EPX in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks include, but are not limited to, the following; :

1. No specific prior authorization for the Transaction was obtained from the EPX System;
2. The Transaction was based on a pre-authorization form and the Card on which the Authorization was based has been cancelled and Merchant was so notified prior to the Transaction;
3. The Card giving rise to the Transaction was cancelled and prior to, or at the time of, the Transaction, Merchant received notice of the cancellation through the electronic terminal, in writing or otherwise;
4. The Card expired prior to the date of the Transaction or the date of Transaction was prior to the validation date, if any, indicated on the Card;
5. The information required by the Associations and their rules was not submitted to EPX ;
6. Bank or Issuer has received a complaint from or on behalf of a Cardholder stating that there is an unresolved dispute or defense to a charge (whether or not valid) between Merchant and Cardholder;
7. The Cardholder makes a written complaint to Bank or Issuer that the Cardholder did not make or authorize the Transaction;
8. A setoff or counterclaim of any kind exists in favor of any Cardholder against Merchant that may be asserted in defense of an action to enforce payment against the Cardholder in a Transaction;
9. The Transaction was made at or by a Merchant other than Merchant named in this Agreement;
10. The Transaction otherwise violates the terms of this Agreement or any other Association or Issuer bylaw, rule, regulation, policy or guideline;
11. A Transaction is charged back by an Issuer; or
12. Any representation or warranty made by Merchant in connection with the Transaction is false or inaccurate in any respect.

Merchant acknowledges that above list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by EPX, pay EPX the full amount of the charge back. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

5. Compliance.

5.1. Associations', Bank and Issuers' Requirements. Merchant shall comply with all bylaws, rules, regulations, policies and guidelines of the Associations, the Bank and any Issuer who's Cards are used to process Transactions in accordance with this Agreement. EPX agrees to keep Merchant advised of Association rules and regulations as they are applied.

5.2. Use of Marks. Merchant will display prominently at its place of business Card emblems and other promotional material and literature provided by an Association directly or through EPX. Subject to the prior written consent of the applicable Association and upon such conditions as authorized by such Association, Merchant may use Card service marks or design marks in its own advertisement and promotional materials. Bank reserves the right to require Merchant's cessation of use of Association marks.

5.3. Payment Card Industry Security Requirements. At all times during the term of this Agreement Merchant shall be compliant with applicable PCI requirements, in accordance with Payment Card Industry Data Security Standards (PCI) for protecting Cardholder data. Merchant acknowledges that these requirements may be amended by the Associations from time to time.

i. Visa, MasterCard, American Express and Discover have implemented a program to ensure the protection of cardholder data, whether processed, transmitted or stored, through a program of validation and compliance. Known as PCI, information about the program and specific requirements can be obtained at www.visa.com/cisp. American Express data security requirements can be obtained online at www.americanexpress.com/dsr.

The program is comprised of 12 major requirements:

1. Install and maintain a firewall configuration to protect data
2. Do not use vendor-supplied defaults for system passwords and other security parameters
3. Protect stored data
4. Encrypt transmission of cardholder data and sensitive information across public networks
5. Use and regularly update anti-virus software
6. Develop and maintain secure systems and applications
7. Restrict access to data by business need-to-know
8. Assign a unique ID to each person with computer access
9. Restrict physical access to cardholder data
10. Track and monitor all access to network resources and cardholder data
11. Regularly test security systems and processes
12. Maintain a policy that addresses information security

ii. In the event of a security intrusion, Merchant agrees to fully cooperate with a third party approved Payment Card Industry assessor and/or representative to conduct a thorough security review and validate compliance with the Payment Card Industry Data Security Standards (PCI) for protecting Cardholder data;

iii. Merchant is responsible for security of Cardholder data in possession;

iv. Bank, EPX, Merchant and each payment card brand have ownership of Cardholder data and may use such data ONLY for assisting these parties in the completion of Transactions, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law;

v. In the event this Agreement is terminated by any of the parties, each party agrees to continue to treat account holder data as confidential;
vi. Immediately notify Visa USA Risk Management, through its acquirer, of the use of a Merchant Servicer; and
vii. Ensure the Merchant Servicer implements and maintains all of the security requirements, as specified in the PCI program.
viii. Merchant must ensure PCI compliance of any residual data which may exist. Any residual data which is destroyed must be disposed of in a secure manner.

5.4. Use of EPX Systems. Use of software programs approved by EPX and related equipment installed or improved by EPX for use with the EPX System, will be subject to the following:
i. Merchant will use and operate the EPX Systems only in accordance with Manuals, as amended from time to time by EPX;
ii. If Merchant is using EPX-provided software, Merchant will install, use and operate the Software only in accordance with the Manuals, as amended from time to time by EPX;
iii. In processing Transactions, Merchant shall use only software programs, file formats and processing methods that have been approved and certified by EPX's Integration staff; and
iv. Merchant shall be responsible for the custody and control of all passwords provided by EPX to Merchant to access the EPX reporting system.

5.5. Compliance with Applicable Law. Merchant represents and warrants as follows that:
i. it has obtained all necessary regulatory approvals, certificates and licenses to provide any services it intends to offer, and
ii. it has complied with all applicable federal, state and local laws and regulations; and
iii. it has and will comply with all present and future federal, state and local laws and regulations pertaining to Transactions, including, without limitation, the Federal Fair Credit Reporting Act, the Federal Truth-in-Lending Act, the Electronic Fund Transfers Act, the Federal Equal Credit Opportunity Act, as amended, and the Telephone Disclosure and Dispute Resolution Act, as applicable.

5.6. Web Site Requirements for E-Commerce Merchants. A web site operated by the Merchant that accepts Card Transactions must contain all of the following information:
i. Complete description of the services offered;
ii. Return merchandise and refund policy; which includes the communication of the return policy during the order process and the requirement that the cardholder must be allowed to select a "click to accept" option of other affirmative button to acknowledge the policy;
iii. Terms and conditions must be displayed on the same screen view as the checkout screen used to present the total purchase amount; or
iv. Within the sequence of web pages the cardholder accesses during the checkout process.
v. Customer service contact including e-mail address or telephone number;
vi. Transaction currency;
vii. Export or legal restrictions;
viii. Delivery policy;
ix. Consumer data privacy policy;
x. The security method offered for transmission of payment data such as Secure Sockets Layer or 3-D Secure; and
xi. Address of the Merchant outlet's permanent establishment, including the Merchant outlet country;
1. On the same screen view as the checkout screen used to present the total purchase amount; or
2. Within the sequence of web pages the Cardholder accesses during the checkout process.

6. Term.

6.1. Term. This Agreement shall become effective when signed by all parties however the term shall begin upon commencement of processing activity under this Agreement and shall remain in effect for a term of five (5) years unless sooner terminated in accordance with this Agreement. This Agreement shall renew automatically for successive terms of two (2) years each, unless any party provides written notice of termination to the other parties at least 120 days prior to the end of the then current term. All existing obligations, warranties, indemnities and agreements with respect to Transactions entered into before such termination shall remain in full force and effect and Merchant shall remain liable for all obligations to Cardholders, Bank, and EPX incurred while this Agreement was in effect.

6.2. Termination of Agreement by Bank or EPX. Bank or EPX may terminate this Agreement upon thirty (30) days prior written notice to Merchant under any of the below listed circumstances. During this period the Merchant shall have the opportunity to cure the default.
i. Chargebacks exceed the Association guidelines, or appear to be the result of fraudulent Transactions as defined by the Association. EPX will provide Merchant with information defining the Association guidelines;
ii. Breach of this Agreement by Merchant; Merchant fails to provide accurate financial statements acceptable to EPX in a timely manner upon request;
iii. Breach of this Agreement by Merchant; or
iv. Merchant fails to follow any of the operating regulations or rules of EPX, Bank, Card associations or network organizations. Failure to comply with Bank or Association requirements is grounds for immediate termination.

Bank or EPX may terminate this Agreement immediately, in the following circumstances:
i. In the opinion of Bank or EPX there is a substantial negative change in the Merchant's business or financial position;
ii. Any act of fraud or dishonesty is committed by Merchant, its employees and/or agents, or Bank or EPX believes in good faith that Merchant, its employees and/or agents have committed, are committing or are planning to commit any acts of fraud or misrepresentation in connection with transaction processing;
iii. Any representation or warranty made by Merchant in this Agreement or the Application for Services herein that is not true and correct, in a material respect;
iv. Merchant fails to maintain sufficient funds in the Operating Account to cover the amounts due to Bank or EPX herein; or

v. Merchant files a petition under any bankruptcy or insolvency law.
vi. Breach of this Agreement by Merchant;
vii. Merchant fails to follow any of the operating regulations or rules of EPX, Bank, Card associations or network organizations. Failure to comply with Bank or Association requirements is grounds for immediate termination.
viii. Any significant circumstances that are likely to cause harm or loss to the goodwill of the payment system

Bank or EPX may selectively terminate one or more of Merchant's approved locations without terminating this entire Agreement. In the event of termination, all obligations of Merchant incurred or existing under this Agreement prior to termination shall survive the termination. Merchant's obligations with respect to any Transaction shall be deemed incurred and existing on the transaction date of the card Transaction.

6.3. Termination of Agreement by Bank. Unless terminated sooner in accordance with section 6.2 above, if the Bank's management, board of directors or legal counsel determines that the continued performance by the Bank of its obligations under this Agreement is not consistent with safe and sound banking practices and if the parties are unable to agree upon modifications to this Agreement that eliminate the relevant banking concerns or cure the violation or potential violation of said banking practices, the Bank shall have the right to terminate this Agreement with any or no prior notice as it may determine in its sole discretion. Any written notice provided to Merchant by the Bank pursuant to this section shall specify the date on which this Agreement shall terminate, which date shall be selected by the Bank in an effort to provide to Merchant as much advance notice of such termination as is reasonably practicable, consistent with safe and sound banking practices.

6.4. Termination of Agreement by Merchant. Merchant may terminate this Agreement upon at least thirty (30) days prior written notice to the other parties if:
i. EPX amends Schedule B pursuant to Paragraph 11.14.ii (Amendment to Fees and Charges) to increase the rates, fees or charges Merchant pays herein in excess of 5% in any given contract year, except for increases in Association fees or rates, or rates raised in accordance with Paragraph 11.14.iii (Volume Adjustments);
ii. Any material amendment or modification to this Agreement made necessary by Bank or EPX that adversely affects Merchant in a material respect (excluding material amendments or modifications required due to changes in Association Regulations or applicable federal, state or local law or regulation); or
iii. Bank or EPX breaches a material provision of this Agreement and fails to cure such breach within such thirty (30) day period. Bank is not obligated to provide replacement Services if EPX does not or cannot perform.
iv. Merchant may terminate this agreement for convenience upon 60 days written notice.

Merchant's right to terminate pursuant to this Paragraph 6.4.i or 6.4.ii shall expire thirty (30) days following the receipt of notice to any such increase or material amendment of modification.

7. Merchant Billing.

7.1. Fees. Merchant shall pay all fees, including, but not limited to monthly service fees, Chargebacks and set-up fees as specified on and in accordance with Schedule B, as amended by EPX. In addition to Schedule B fees, Merchant shall be charged a $50.00 NSF fee when EPX attempts to debit Merchant for any Chargebacks, returns, fines, fees and assessments and such charges are returned to EPX for insufficient funds. EPX shall provide the Merchant with reasonable notification of all fee or rate changes, including any Association fee or rate changes. Merchant also agrees to pay Bank or EPX the amount of any fees, charges or penalties assessed against Bank or EPX by any Association or Issuer for Merchant's violation of the by-laws, rules, regulations, guidelines, policy statements or threshold requirements of such parties.

7.2. Taxes. Merchant shall report its income and pay its own taxes to any applicable jurisdiction. If excise, sale or use taxes are imposed on the Transactions, Merchant shall be responsible for the collection and payment thereof. If Bank or EPX funds any taxes, interest, fine or penalties that are the responsibility of the Merchant, Bank or EPX may immediately charge to the Operating or Reserve Account of Merchant such amounts or recoup such amounts by adjustment of any credits due to Merchant.

7.3. Billing. All amounts Merchant owes Bank and EPX may be charged to the Operating Account or Reserve Account or recouped by adjustment of any credits due to Merchant.

8. Liability and Indemnification.

8.1. EPX System. EPX will have no liability to Merchant if the EPX System or Software fails to operate because of:
i. Merchant's inappropriate, inadequate or faulty computer hardware;
ii. The failure of Merchant, its employees or agents to operate the EPX System or Software properly in accordance with the instructions provided by EPX; or
iii. The neglect or misuse of the EPX System or Software by Merchant, its employees or agents.

8.2. Limitation of Liability. Neither Bank nor EPX shall be liable to Merchant or Merchant's customers or any other person for any of the following:
i. Any loss or liability resulting from the denial of credit to any person or Merchant's retention of any Card or any attempt to do so;
ii. Any loss caused by a Transaction downgrade resulting from defective or faulty software regardless if owned by Bank, EPX or Merchant; or
iii. Interruption or termination of any Services caused by any reason except for the gross negligence of EPX; and in such case, any liability shall be solely that of EPX and the liability of EPX shall be limited to a full or partial waiver of terminal or Software fees due under this Agreement.

8.3. Limitation on Damages. In no case shall Merchant be entitled to recover damages from EPX which exceed the fees retained by EPX pursuant to this Agreement during the one (1) month period immediately prior to the event giving rise to the claim for damages.

It is agreed that in no event will EPX be liable for any claim, loss, billing error, damage or expense caused by EPX's performance, or failure to perform, which is not reported in writing to EPX by the Merchant within 60 days of such failure to perform, or in the event of a billing error within 90 days of the date of the invoice or applicable statement. **IN NO CASE SHALL MERCHANT OR ANY THIRD PARTY BE ENTITLED TO RECOVER DAMAGES FROM BANK FOR ANY REASON**. To the extent the foregoing provision is unenforceable in an applicable jurisdiction, Bank's liability shall be limited to the fees paid to Bank by Merchant for the one (1) month period immediately prior to the event giving rise to the claim for damages.

8.4. Indemnification. To the extent allowed by law, Merchant agrees to indemnify and hold Bank and its officers, directors, employees, representation, successors and assigns and EPX harmless from any and all losses, claims, damages, liabilities and expenses, including attorneys' fees and costs (whether or not an attorney is an employee of or affiliates, Bank or Bank's affiliates or EPX or EPX's affiliates) arising out of any of the following:

i. Merchant's failure to comply with this Agreement;
ii. Any act or omission of Merchant;
iii. Merchant's failure to comply with the Manuals;
iv. Merchant's failure to comply with any bylaw, rule, regulation, guideline or policy of any Association, the Bank or Issuer;
v. Merchant's failure to comply with any applicable law, rule or regulation;
vi. Any Cardholder dispute concerning the quality, condition or delivery of any Merchant merchandise or the quality of performance of any Merchant service;
vii. The fraud or dishonesty of Merchant or Merchant's employees, licensees, successors, agents and/or assigns;
viii. Merchant's selection of an Internet service provider or other telecommunication services provider;
ix. The theft of, misuse of, damage to or destruction of any Software; or
x. Card-Not-Present Transactions, unauthorized Transactions or prohibited Transactions.

NEITHER BANK NOR EPX SHALL BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES TO MERCHANT OR TO ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE SERVICES TO BE PERFORMED BY BANK OR EPX PURSUANT TO THIS AGREEMENT.

MERCHANT ACKNOWLEDGES THAT NEITHER BANK NOR EPX HAS PROVIDED ANY WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, WITH RESPECT TO ANY SOFTWARE INSTALLED OR PROVIDED BY EPX. BANK HAS NO LIABILITY WITH RESPECT TO ANY SOFTWARE. NEITHER BANK NOR EPX MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES IT PROVIDES HEREIN. SHOULD THERE BE ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS RESULTING FROM BANK'S OR EPX'S PERFORMANCE OR FAILURE TO PERFORM OF ANY KIND, BANK'S AND EPX'S LIABILITY SHALL BE LIMITED TO CORRECTING SUCH ERRORS IF COMMERCIALLY REASONABLE.

9. Collection and Use of Transaction Information.

9.1. Documenting Transactions. Merchant shall not submit a Transaction to Bank (electronically or otherwise) until Merchant has performed its obligations to the Cardholder in connection with the Transaction or obtained Cardholder's consent for a Pre-Authorized Recurring Order Transaction. Merchant must not initiate a Transaction to Bank that Merchant knows or should have known to be fraudulent or not authorized by the Cardholder. Merchant is responsible for its employees' actions. Merchant may transmit a Transaction which effects a prepayment of services or full prepayment of custom-ordered merchandise, manufactured to a Cardholder's specifications, if Merchant advises Cardholder of the immediate billing at the time of the Transaction and within time limits established by the Associations.

9.2. Transactions. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant warrants and represents to EPX and Bank that each sales transaction delivered hereunder will represent::

i. a bona fide sale to a card holder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the card holder, free from any claim, demand, defense, setoff or other adverse claim whatsoever;
ii. that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the card holder or in accordance with his instructions;
iii. that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business;
iv. that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the card holder;
v. that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized;
vi. that the sales transaction is in full compliance with the provisions of the operating regulations and rules of the applicable card association or network organization, as amended from time to time;
vii. that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by EPX to submit such sales slips for purchase;
viii. that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant;
ix. that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, Discover, American Express, PayPal and any other card association or network organization related to card holder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program;

9.3. Disclosure and Storage of Transaction Information.

i. **Merchant may not disclose a Card account number, personal information, or other Transaction information to third parties other than to Merchant Servicers, the Bank, or EPX for any reason. Merchant may only disclose Transaction information to approved third parties for the sole purpose of:**
   a. **Supporting a loyalty program; or**
   b. **Providing fraud control services.**

ii. **The sale or disclosure of databases containing cardholder account numbers, personal information, or other Card transaction information to third parties is prohibited.**

9.4. **<u>Use and Disclosure of BIN Information</u>. A Merchant that receives BIN information from Bank or EPX must not use such information for any reason other than to identify Visa debit category products at the point of sale, unless authorized by Visa.**

10. Special Provisions for American Express. The provisions of this Section 10 apply to American Express Card acceptance and Transactions. Bank is not responsible for American Express Card acceptance or transactions in any manner.

10.1. **American Express Transaction Data**. The transaction data you collect to facilitate the Charge must be or have been provided directly to you by the Cardholder. You must not accept or have accepted transaction data from, nor shall you provide or have provided transaction data to, any third parties other than your covered parties (as defined in the Data Security Operating Policy (DSOP)), If you fail to comply with this requirement, in addition to other rights and remedies regarding "monitoring", you may be charged a fee as indicated on the Merchant Processing Application, we may suspend Card acceptance privileges at your establishments, or terminate the Agreement. Where Cardholders pay you using payment or "e-wallet" accounts (which Cardholders may have created by providing Card member information when the account was established), the transaction date collected to facilitate the Card Not Present Charge has already been provided directly by the Cardholder. You are not required to have the Cardholder re-enter the transaction data. All information required by American Express evidencing one or more transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

10.2. **Treatment of American Express Cardholder Information**. You acknowledge that any and all American Express Cardholder information is confidential and the sole property of the Issuer, American Express or any of its Affiliates. Except as otherwise specified in the Agreement, you must not disclose Cardholder information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the Agreement.

10.3. **Disclosure and Use of Data Collected Under Agreement**. We may disclose to American Express data and information that you provide on your Application and that we collect as part of performing American Express payment processing services or transaction related services including information about you. American Express may use the information that you provide in the Application at the time of setup to screen and/or monitor you in connection with Card marketing and administrative purposes. American Express also may use such information to perform its responsibilities in connection with American Express Card acceptance, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing purposes. American Express may otherwise use and share your information for business purposes and as permitted by Applicable Law. American Express uses reasonable administrative, technical and physical security measures to protect Program Merchant information consistent with the sensitivity of the information.

i. **Consent *for* American Express to Contact You by Phone, Email, Text or Facsimile**. American Express may use the information you provide in the Application (as such information may be updated) to call you or send you communications or materials via email, SMS, text or facsimile regarding American Express products, services and resources available to you. You consent and agree to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent and agree to receiving fax communications from American Express. In connection with the foregoing, you understand that the calls made or communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service provider that are your responsibility to pay. You understand that your consent under this Section 10.3.i is not a condition of purchasing or receiving any product or service or entering into this Agreement.

ii. **Opt Out**: You may opt-out of receiving marketing related communications and materials from American Express by contacting EPX. If you have opted-out, you may still receive messages or communications from American Express related to important information about your account.

10.4. **Conversion to a Direct Relationship with American Express**. You acknowledge and agree that upon written notice from us, you will be converted to a direct American Express Card acceptance relationship with American Express if and when the annual American Express Card charges that you submit under this Agreement are greater than $1,000,000. You agree that, upon conversion, (i) you will be bound *by* American Express' then-current Card Acceptance Agreement with respect to American Express Transactions; (ii) American Express will set pricing and other fees payable by you for American Express Card acceptance; and (iii) you will no longer be able to submit American Express Card transactions under this Agreement, but this Agreement will continue in full force and effect with respect to other payments and services you elected to receive on your Application.

10.5. **No Assignment of Payments**. You acknowledge and agree that you shall not assign to any third party any payments due to you under this Agreement as the result of American Express Card transactions, and all indebtedness arising from American Express Card charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that you may sell and assign future transaction receivables to us, our Affiliates and/or any other funding source that partners with us or our Affiliates.

10.6. **Third Party Beneficiary Rights**. American Express is a direct and intended third- party beneficiary of this Agreement, and may enforce any terms of this Agreement that apply to American Express, including American Express Card acceptance and transaction processing, directly against you.

10.7. **Your Right to Opt out of American Express Card Acceptance**. You may opt out of accepting American Express Cards at any time without directly or indirectly affecting your rights to accept any other payment products. In order to opt out you must complete the Limited Acceptance Form. To obtain a copy of this form you must contact EPX.

10.8. **Collections from American Express Cardholder**. You may not bill or collect from any American Express Cardholder for any purchase or payment on the American Express Card unless a Chargeback has been exercised, you have fully paid for such Charge, and you otherwise have the right to do so.

10.9. **American Express Right to Modify or Terminate Agreement**. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate your acceptance of American Express Card transactions and to require EPX to investigate your activities with respect to American Express Card transactions.

10.10. **American Express Policies and Procedures for Specific Industries**. American Express has additional policies and procedures applicable to merchants classified in the following specific industries: (i) Auto Dealers, (ii) Business-to-Business (B2B)/Wholesale Distribution, (iii) Insurance, (iv) Oil/Petroleum, (v) Restaurants, (vi) Telecommunications (vii) Government/Utilities/Education, (viii) Internet/Online Pharmacies. These policies and procedures are available for review in the American Express Merchant Operating Guide found at http://www.americanexpress.com/merchantopguide (the "Industry Specific Policies"). All other provisions and requirements of this Agreement apply to these merchants as well. To the extent possible, the provisions of the Industry Specific Policies and the other provisions of the Agreement applicable to American Express transactions shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then the provisions of the Industry Specific Policies shall govern.

11. General Provisions.

11.1. Confidentiality. Merchant shall treat all information received in connection with this Agreement as confidential. Merchant shall prevent the disclosure of this information except for necessary disclosures to affected Cardholders, to Bank, to EPX and to Issuers.

11.2. Independent Contractor. In the performance of its duties herein, each party shall be an independent contractor, not an employee or agent of another party.

11.3. Cooperation. In their dealings with one another, each party agrees to act reasonably and in good faith and to fully cooperate with each other in order to facilitate and accomplish the matters contemplated by this Agreement.

11.4. Entire Agreement. This Agreement, together with the Schedules attached hereto, supersedes any other agreement, whether written or oral, that may have been made or entered into by any party (or by any officer or officers of any party) relating to the matters covered herein and constitutes the entire agreement of the parties hereto.

11.5. Assignment. This Agreement may not be assigned by Merchant without the prior written consent of Bank and EPX. Bank and/or EPX may assign this Agreement without limitation. Assignment of this Agreement by Bank or EPX shall relieve such party of any further obligations under this Agreement.

11.6. Captions. Captions in this Agreement are for convenience of reference only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

11.7. Financial Accommodations. Bank, EPX and Merchant intend this Agreement to be construed as a contract to extend financial accommodations for the benefit of Merchant.

11.8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties agree to venue and jurisdiction in the State District Courts of Hidalgo County, Texas, without regard to internal principles of conflict of laws, and federal law.

11.9. Power of Attorney. Merchant appoints EPX as its attorneys-in-fact to execute such documents as are necessary or desirable to accomplish perfection of any security interests. The appointment is coupled with an interest and shall be irrevocable as long as Merchant owes any amount to Bank or EPX.

11.10. Attorney's Fees. If Bank or EPX takes legal action against Merchant for any Chargebacks or any amounts due Bank or EPX herein, Merchant shall pay the costs and attorneys' fees incurred by Bank and/or EPX, whether suit is commenced or not.

11.11. Setoff. In addition to any other legal or equitable remedy available to it in accordance with this Agreement or by law, Bank and/or EPX may set off any amounts due to Bank and/or EPX under this Agreement against any property of Merchant in the possession or control of Bank or EPX.

11.12. No Waiver. Any delay, waiver or omission by a party to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other terms, provisions or covenants on the part of the other party. All remedies afforded by this Agreement for a breach hereof shall be cumulative.

11.13. Severability. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be, inoperative or unenforceable as applied in any particular situation, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

11.14. Amendments to this Agreement. From time to time Bank and/or EPX may amend this Agreement as follows:

i. Amendment to Cards and/or Services. Bank and/or EPX may amend or delete Cards or Services listed in Schedule A by notifying Merchant in writing of any amendment with a minimum of thirty (30) days prior written notice if reasonably practicable. All provisions of this Agreement shall apply to Cards or Services added to this Agreement. Bank or EPX shall notify Merchant of the fees to be charged for processing the additional Cards and Services. Acceptance by Merchant of a new approved Card as payment for a Transaction or use of a new Service after Bank or EPX has sent Merchant notice of an amendment shall constitute Merchant's agreement to the amendment and the fees or charges related to these additions.

ii. Amendment to Fees and Charges. From time to time, Bank and/or EPX may change all non-pass through rates, fees and charges set forth in Schedule B. Bank or EPX will provide written notice to Merchant of all amendments with a minimum of thirty (30) days prior written notice if reasonably practicable. Notice may be given on the Merchant Statement. All non-pass through rates, fees and charges will become effective for the month immediately following the month in which the notice appeared on the Merchant Statement unless Merchant terminates this Agreement in accordance with Paragraph 6.4 ("Termination of Agreement by Merchant").

iii. Volume Adjustments. Bank or EPX may change the rates, fees and charges without prior written notice if Merchant's sales volume or average Transaction amount does not meet Merchant's projections contained in Merchant's application for card processing services initially submitted to and approved by Bank and EPX.

11.15. Notices. Except for notices provided by Bank to Merchant on the Merchant Statement, all notices, requests, demands or other instruments which may or are required to be given by any party herein shall be in writing and each shall be deemed to have been properly given

i. When served personally on an officer of the party to whom such notice is to be given;

ii. Upon expiration of a period of three (3) Business Days from and after the date of mailing thereof when mailed postage prepaid by registered or certified mail, requesting return receipt; or

iii. Upon delivery by a nationally recognized overnight delivery service, addressed as follows:

If to Bank: **The Bancorp Bank**
405 Silverside Rd. Suite 105
Wilmington, DE 19809

If to EPX: **Electronic Payment Exchange**
1201 N. Market Street Suite 701
Wilmington, DE 19801

If to Merchant: **Merchant Name**
Address

Any party may change the address to which subsequent notices are to be sent by notice to the others given as aforementioned.

By signing below, Merchant agrees to the terms of this Agreement. Your accompanying merchant processing application along with this Agreement and schedules herein collectively contain the terms and conditions under which EPX will provide services. If Merchant is a corporation, the appropriate corporate officers are to sign. This Agreement may be signed in one or more counterparts and all signed agreements shall be considered as one.

MERCHANT

By: _____
Merchant Principal or Corporate Officer Signature

_____
Print Name **Date**

_____
Title

By: _____
Merchant Principal or Corporate Officer Signature

Print Name **Date**

_____
Title

FOR OFFICE USE ONLY	
X_____ Accepted By EPX Date	EPX's provision of services to Merchant under this agreement shall be proof of its acceptance of the terms and conditions set forth herein.

SCHEDULE A
CARDS, SERVICES AND EQUIPMENT/SOFTWARE

1. Card Brand Service Available to Merchant.

1.1. Bank and EPX will provide card services for the following payment card brands: Visa, MasterCard, American Express, Discover, Diners Club and JCB.

2. Services Available to Merchant.

2.1. Merchant will have access to the following Services:
- i. Authorization services
- ii. Transaction processing services (electronic draft capture, clearing and settlement)
- iii. Cardholder Address Verification
- iv. PINless Debit
- v. PINbased Debit

2.2. The services provided by the EPX System will be available to Merchant 24 hours a day, 7 days a week. Every effort will be made to keep the system operational except for normal maintenance, which will normally occur during off peak hours. The telephone number of the IVR is 866-660-7065.

3. Access Methods.

3.1. EPX to make the following access method(s) available to Merchant:
- i. BuyerWall
- ii. HTTPS Post
- iii. SSL Streamed Socket
- iv. Batch File via SFTP
- v. Dial-up
- vi. IVR

SCHEDULE B
RATES, FEES AND CHARGES

DBA Name: ___Pharr International Bridge_____

PRICING SCHEDULE

(Select One)

☐ **TIERED PRICING - You will be charged the rates indicated below (full acquired programs) plus as applicable, a MasterCard Assessment fee of .12%, a Visa Assessment Fee of .11% or Visa Assessment Fee CR of .13%, a Discover Assessment Fee of .11%, an American Express Network Fee of .15%, and any other fees as may be indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to $1,000 or more will be assessed an additional 0.01% per transaction.)**

	Discount Fee	Transaction Fee		Discount Fee	Transaction Fee
MC Qualified Credit	_____%	$_____	Visa Non-Qualified Non-PIN Debit	_____%	$_____
MC Mid-Qualified Credit	_____%	$_____	Discover Qualified Credit	_____%	$_____
MC Non-Qualified Credit	_____%	$_____	Discover Mid-Qualified Credit	_____%	$_____
MC Qualified Non·PIN Debit	_____%	$_____	Discover Non-Qualified Credit	_____%	$_____
MC Mid-Qualified Non-PIN Debit	_____%	$_____	Discover Qualified Non-PIN Debit	_____%	$_____
MC Non-Qualified Non-PIN Debit	_____%	$_____	Discover Mid-Qualified Non-PIN Debit	_____%	$_____
Visa Qualified Credit	_____%	$_____	Discover Non-Qualified Non·PIN Debit	_____%	$_____
Visa Mid-Qualified Credit	_____%	$_____	American Express Qual CR & PP	_____%	$_____
Visa Non-Qualified Credit	_____%	$_____	American Express Mid-Qual CR & PP	_____%	$_____
Visa Qualified Non-PIN Debit	_____%	$_____	American Express Non-Qual CR & PP	_____%	$_____
Visa Mid-Qualified Non-PIN Debit	_____%	$_____			

X **INTERCHANGE AND/OR PROGRAM RATE PASS THROUGH (full acquired programs) - You will be charged applicable interchange rates from MasterCard, Visa, Discover, and/or program rates from American Express plus the discount and items fees below, and as applicable a MasterCard Assessment fee of .12%, a Visa Assessment Fee of .11% or Visa Assessment Fee CR of .13%, a Discover Assessment Fee of .11%, an American Express Network Fee of .15%, and any other fees as may be indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to $1,000 or more will be assessed an additional 0.01% per transaction).**

Sales & Credits Per Item Fee $.04_____		**Discount** *(per Gross Sales Vol.)*		**Discount** *(per Gross Sales Vol.)*		**Discount** *(per Gross Sales Vol.)*		**Discount** *(per Gross Sales Vol.)*
	MC Credit	.0%	Visa Credit	.0%	Discover Credit	.0%	AXP Credit	.0%
	MC Debit Non-PIN	%	Visa Debit Non-PIN	%	Discover Debit Non-PIN	%	AXP Prepaid	%
	☐ Gross Interchange or X Net Interchange							

PIN Debit

Transaction Fee: $_N/A_____	Discount Fee __N/A____ *(plus the applicable network fees)*	PIN Debit Declined Transaction Fee: $_N/A_____

Other Fees

Start-Up Fees *(One-Time Charge)*	
Non-Taxable Fees:	
Application Fee *(Non-refundable)*	$0.00
Reprogramming Fee	$n/a
Misc. Fee	$n/a
Other: _____ ( )	$n/a
Total Amount	$0.00 *w/o tax*

Billed Monthly Fees *(If Applicable)*	
Monthly Service Fee	$0.00
ACH Reject Fee	$5.00
Minimum Processing Fee	$ 0.00
Wireless Access Fee (FEE PER TID) (# OF TIDs) =	TOTAL
$_____ x _____	$_____
Monthly WebSuite Fee	$ 0.00
Debit Network Access	Pass Thru
Wireless Comm	$_____
Monthly Statement Fee	$ 0.00
PCI Compliance Vendor Fee (when applicable)	$ 9.95
PCI Non-Compliance Fee (when applicable)	$ 19.95
Other:	$_____

Authorization and AVS Fees *(per attempt)*	
MC Auth Fee	$.05
Visa Auth Fee	$.05
Discover Auth Fee	$.05
American Express Auth Fee	$.05
MC/Visa/Discover/American Express Voice AVS	$N/A
MC/Visa/Discover/American Express Voice Auth Fee	$.25
AVS Fee	$ .07

Billed Annual Fees	
Compliance Service Fee	$ N/A
Annual Regulatory Fee* **Billed on anniversary of account keyed date*	$ N/A

Misc. Fees *(per occurrence unless otherwise noted)*

Chargeback Fee	$10.00	Visa Zero Amt + AVS Fee	Pass Thru Cost
Retrieval Fee	$5.00	Visa Zero Amount Fee	Pass Thru Cost
Batch Settlement Fee (227)	$0.00	Visa Zero Floor Limit Fee	Pass Thru Cost
MC Acquirer CNP AVS Fee	Pass Thru Cost	Visa Misuse of Auth Fee	Pass Thru Cost
MC Cross Border Fee USD	Pass Thru Cost	Visa Partial Auth NP Trans Fee	Pass Thru Cost
US Cross Border Fee, Non USD	Pass Thru Cost	Visa Auth Processing Fee	Pass Thru Cost
MC Acquiring AVS Billing	Pass Thru Cost	Visa Auth Processing Fee (Debit)	Pass Thru Cost
MC NABU Fee	Pass Thru Cost	Visa US Debit Trans Integrity Fee	Pass Thru Cost
MC Processing Integrity Fee	Pass Thru Cost	*Visa Network Fee CP	Pass Thru Cost
MC US Acct Status Inq Svc Interregional Fee	Pass Thru Cost	*Visa Network Fee CNP	Pass Thru Cost
MC US Acct Status Inq Svc Intraregional Fee	Pass Thru Cost	Discover Int'l Processing Fee	Pass Thru Cost
MC License Per Item Fee	Pass Thru Cost	Discover Int'l Service Fee	Pass Thru Cost
MC License Volume Fee	Pass Thru Cost	Discover Data Usage Fee	Pass Thru Cost
MC CVC2 Fee	Pass Thru Cost	AXP Non-Swipe or App-Initiated Fee	Pass Thru Cost
MC Digital Enablement Fee	Pass Thru Cost	AXP Inbound Fee (non-U.S. cards)	Pass Thru Cost
Visa Int'l Service Fee BASE	Pass Thru Cost	Other – NSF (EPX Debiting Merchant)	$ 50.00

Visa Int'l Service Fee ENH	Pass Thru Cost
Visa Int'l Acquirer Fee	Pass Thru Cost

BANK DISCLOSURE PAGE

Sponsoring Member The Bancorp Bank

Member Bank Information
The Bancorp Bank
409 Silverside Road
Suite 105
Wilmington, DE 19809
302-385-5000

Agent Information
EPX Acquisition Company LLC, dba EPX
1201 N. Market Street
Suite 701
Wilmington, DE 19801
302-288-0600

Important Bank Responsibilities

1. The Bancorp Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. The Bancorp Bank must be a principal to the Merchant Agreement.
3. The Bancorp Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. The Bancorp Bank is responsible for and must provide settlement funds to the Merchant.
5. The Bancorp Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: ___City of Pharr DBA Pharr International Bridge_____

Merchant Address: __9900 S Cage Blvd. Pharr, TX 78577_____

Merchant Phone: ____956.402.4660_____

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA, MasterCard, And American Express and Discover Operating Regulations.
5. You may download Visa Regulations from Visa's website at: http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp
6. You may download MasterCard Regulations from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules.html
7. You may download the American Express Merchant Operating Guide from American Express' website at: http://www.americanexpress.com/merchantopguide
8. You may download additional merchant information from Discover's website at http://www.discovernetwork.com/merchants/index.html

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member–The Bancorp Bank–is the ultimate authority should the Merchant have any problems.

_____ _____, 201__
Merchant's Signature Date

_____
Merchant's Printed Name & Title

PERSONAL GUARANTY

In this Personal Guaranty agreement, the words "I," "me" or "mine" mean all who sign below as Guarantor(s); the words "you or your" mean The Bancorp Bank and Electronic Payment Exchange, and the word "Merchant" means the above legal named Merchant Entity .

By signing below, I unconditionally guarantee to you all obligations of Merchant identified above including all promises and covenants of Merchant, and all amounts due by Merchant, including interest, costs and other expenses, such as attorneys' fees and court costs, arising under the Merchant Agreement herein with and any amendments thereto. This means that you can demand performance or payment from me if Merchant fails to perform any obligation or pay what Merchant owes under the Agreement. I agree that my liability under this guaranty will not be limited or cancelled because (1) the Agreement cannot be enforced against Merchant; (2) you agree to changes in the terms of the Agreement; (3) you release Merchant or any other guarantor of Merchant's Agreement; (4) a law, regulation, or order of any public authority affects your rights under the Agreement; and/or (5) anything else happens that may affect your rights against Merchant or any other guarantor.

I further agree that (a) you can delay enforcing any of your rights under this guaranty without losing them; (b) that you can demand payment from me without first seeking payment from Merchant or any other guarantor; and (c) that I will pay all court costs, attorneys' fees and collection costs incurred by you in connection with enforcement of the Agreement and this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

Agreed to and accepted on the date noted below.

_____
Signature

_____, 201__
Date

_____
Witness

_____
Witness

Initials _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.F.
DATE SUBMITTED: May 2, 2018
MEETING DATE: May 7, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action on waiving the fees for the Pharr Crime Stoppers Inc. golf tournament.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The Pharr Police Department is requesting fees to be waived to host an annual golf tournament scheduled for Friday, May 18, 2018, for Police Week . All proceeds will benefit the Pharr Crime Stoppers.

Financial Consideration: They are requesting to waive the fee of $2,250.

Staff Recommendation: City commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 05/02/2018
Sergio Alanis	Approved - 05/02/2018
City Management Office	Final Approval - 05/04/2018

PHARR CRIME STOPPERS INC.

P. O. BOX 344 • PHARR, TEXAS 78577
PHONE: (956) 787-TIPS • FAX: (956) 783-0916
1-800-648-TIPS

April 30, 2018

Juan Guerra
City Manager

Mr. Guerra,

The Pharr Police Department regularly partners up with multiple law enforcement agencies on the federal, state, and local levels throughout the entire Rio Grande Valley. The common goal for law enforcement agencies is to provide public safety for our communities, while working in conjunction with respective municipalities that are served.

To recognize Police Memorial Week and show appreciation to fellow agencies while promoting Public Safety Awareness, the Pharr Crime Stoppers wishes to host an Annual Public Safety Golf Tournament at the Tierra del Sol Golf Course on Friday, May 18, 2018. All proceeds will benefit the Pharr Crime Stoppers.

We expect to have approximately twenty (20) teams registered, which consist of 60 players from all divisions of law enforcement throughout the valley and the state of Texas. We humbly ask that the City of Pharr consider waiving the green fees and allow the Pharr Police Department and Pharr Crime Stoppers the use of the Tierra Del Sol Golf Course from 8:00 a.m. until approximately 2:00 p.m. on the aforementioned date. We do not anticipate causing disruption in daily use and operations at the Tierra Del Sol Golf Course, as it shall remain open to the public while our tournament goes on allowing for the city to schedule tee-times as seen fit.

We look forward to a great event to celebrate this Memorial Week for the law enforcement community and really appreciate your consideration and support on this request.

Best Regards,

Ana Villanueva
President
Pharr Crime Stoppers

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.G.
DATE SUBMITTED: April 19, 2018
MEETING DATE: May 7, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action authorizing City Manager to advertise for bids for decorative fence project at Guadalupe Cemetery.

Classification: Consent

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

Exclude Material from Public Packet? No
Reason:

Issue: City wishes to make improvements to the existing fencing at Guadlupe Cemetery that requires replacement.

Financial Consideration: Approximately $70,000

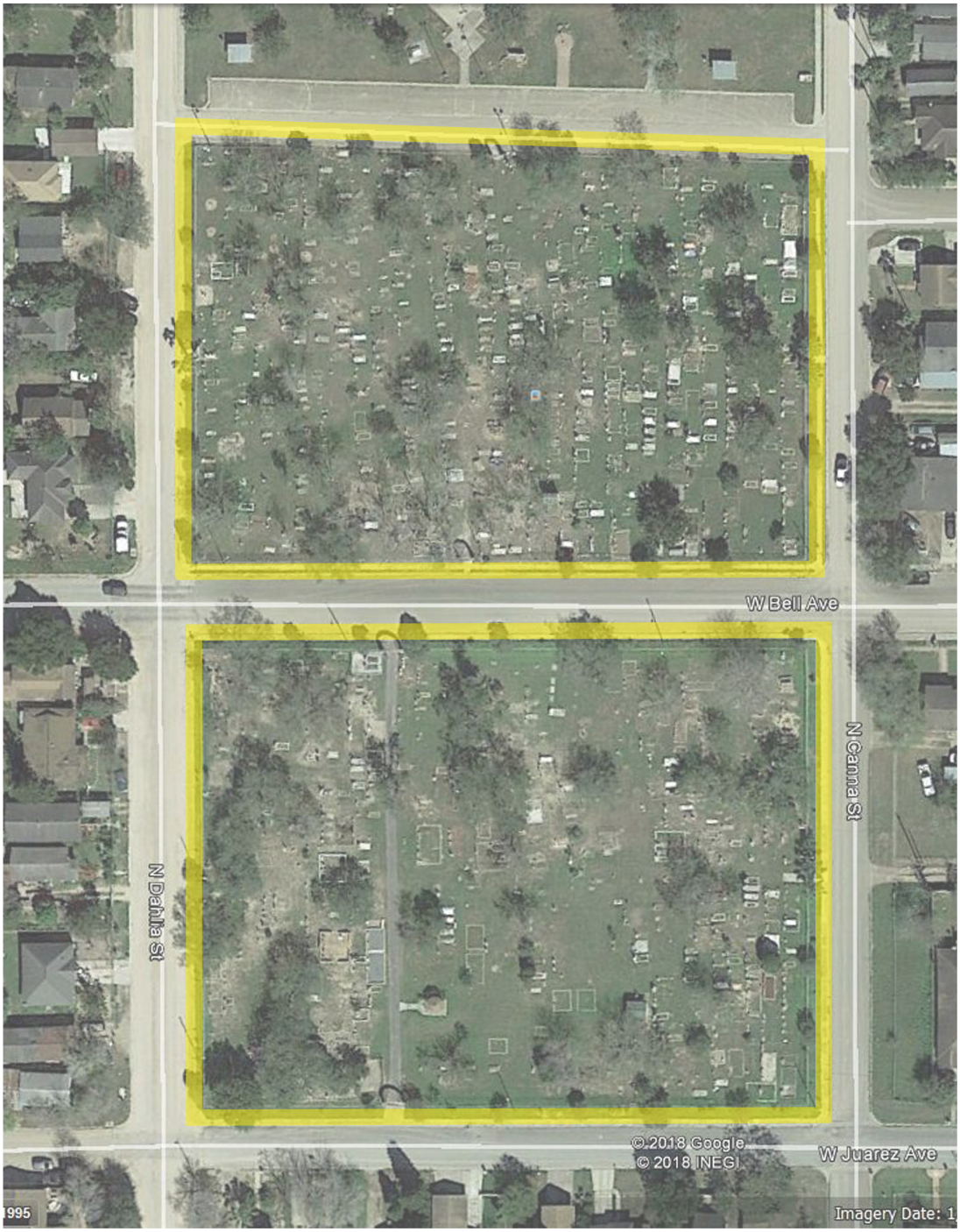
Staff Recommendation: City Commission approve this item.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 04/19/2018
Sergio Alanis	Approved - 04/19/2018
Omar Anzaldua	Approved - 05/03/2018
Sandra Zamora	Approved - 05/04/2018
Karla Moya	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

GUADALUPE CEMETERY FENCING



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.
DATE SUBMITTED: May 2, 2018
MEETING DATE: May 7, 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 - 05/02/2018

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.1.
DATE SUBMITTED: April 30, 2018
MEETING DATE: May 7, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Joel Cantu has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A).The property is legally described as being all of Lots 7 & 8, Block 155, Fir Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 916 East Cortez Avenue. CUP#180320

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Joel Cantu has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A).
CUP#180320

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval the request for Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A)subject to the listed conditions.

Planning and Zoning Commission carried the motion by majority with six (6) of the members voting yea and one (1) member voting nay to approve the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio	Created/Initiated - 04/30/2018
Roland Gomez	Approved - 05/01/2018
Melanie Cano	Approved - 05/01/2018
City Management Office	Final Approval - 05/04/2018

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, MAY 7, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED STORAGE UNIT (12' x 12', 10' IN HEIGHT) FILE NO. **CUP#180320**

GENERAL INFORMATION:

APPLICANT: Joel Cantu has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A).

LEGAL DESCRIPTION: The property is legally described as being all of Lots 7 & 8, Block 155, Fir Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 916 East Cortez Avenue.

ZONING: The property is currently zoned Single-Family Residential District (Small Lots) (R-1A). The surrounding area is zoned Single-Family Residential District (Small Lots) (R-1A) to the north, south, east and west. The area is generally designated for single family residential use in the Land Use Plan.

NOTIFICATION OF PUBLIC: Sixty eight (68) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. One person called in for information only.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit

DEVELOPMENT SERVICES RECOMMENDATION: Development Services is recommending **approval** the request for Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A) subject to the following conditions:

1) This permit shall be for the Life-of-the Use and issued to the current owner only;

2) The accessory use structure shall not have a separate electrical service;

3) No living amenities shall be installed in unit;

4) Applicant shall comply with all City of Pharr Ordinances and codes, any violation will terminate this Conditional Use Permit;

5) Applicant must acquire a building permit before start of construction;

6) Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;

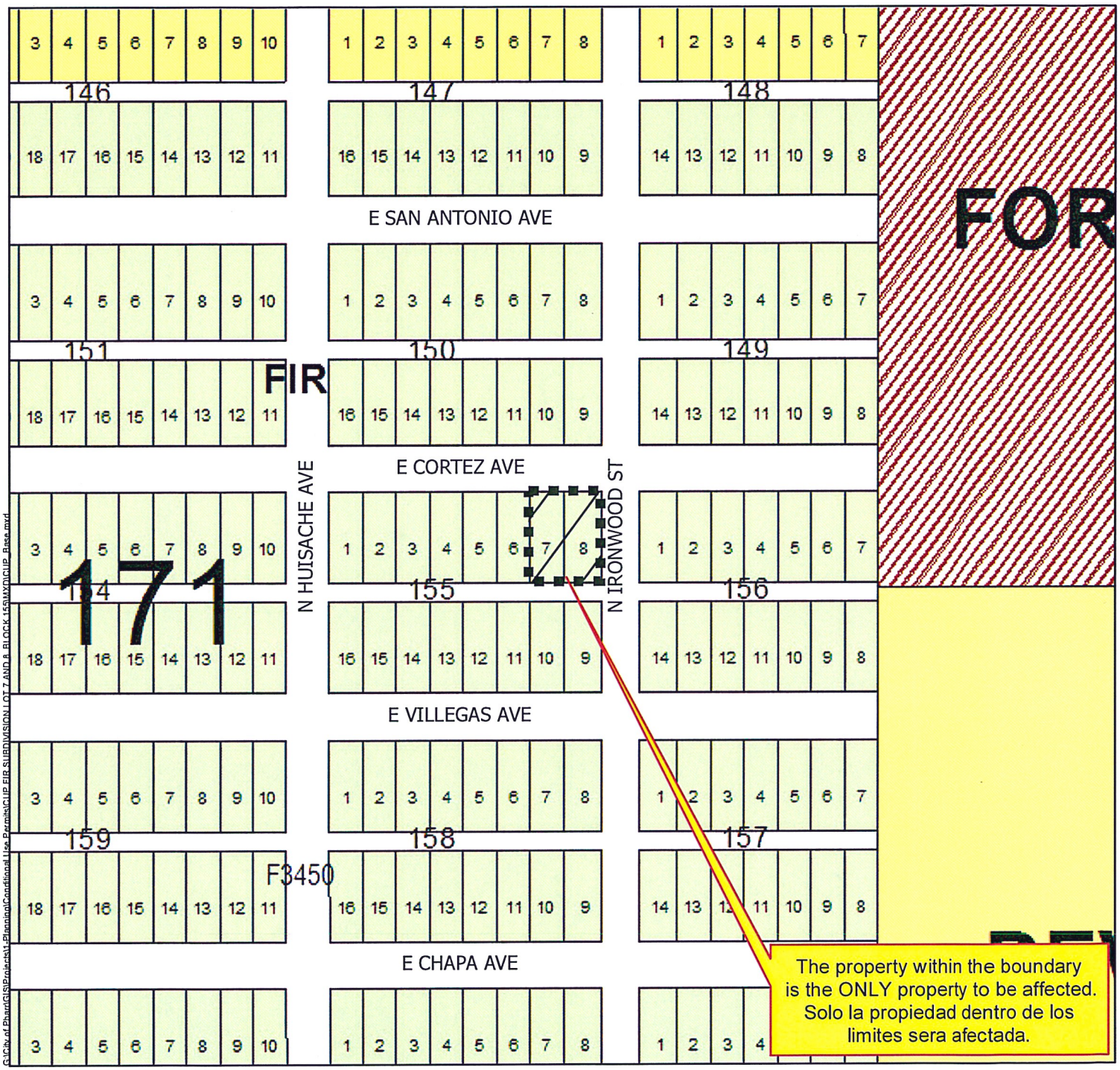
7) The following shall be considered as grounds for the revocation of the Conditional Use Permit:

- Any change in use or change in extent of use, area or location.
- Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
- Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

PLANNING & ZONING COMMISSION: Planning and Zoning Commission carried the motion by majority with six (6) of the members voting yea and one (1) member voting nay to **approve** the request for a Life-of-the-Use Conditional Use Permit to allow an Oversized Storage Unit (12' x 12', 10 feet in height) in a Single-Family Residential District (Small Lots) (R-1A) subject to staff's recommendations.

Proposed Conditional Use Permit
Fir Subdivision, Lot 7 & 8, Block 155
Joel Cantu

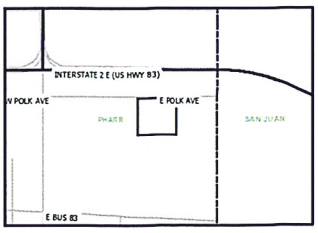
Pharr Engineering



G:\City of Pharr\GIS\Projects\Planning\Conditional Use Permits\CUP FIR SUBDIVISION LOT 7 AND 8 BLOCK 155\MXD\CUP_Base.mxd

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

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.



City of Pharr, Texas
Engineering Department
956.402.4242

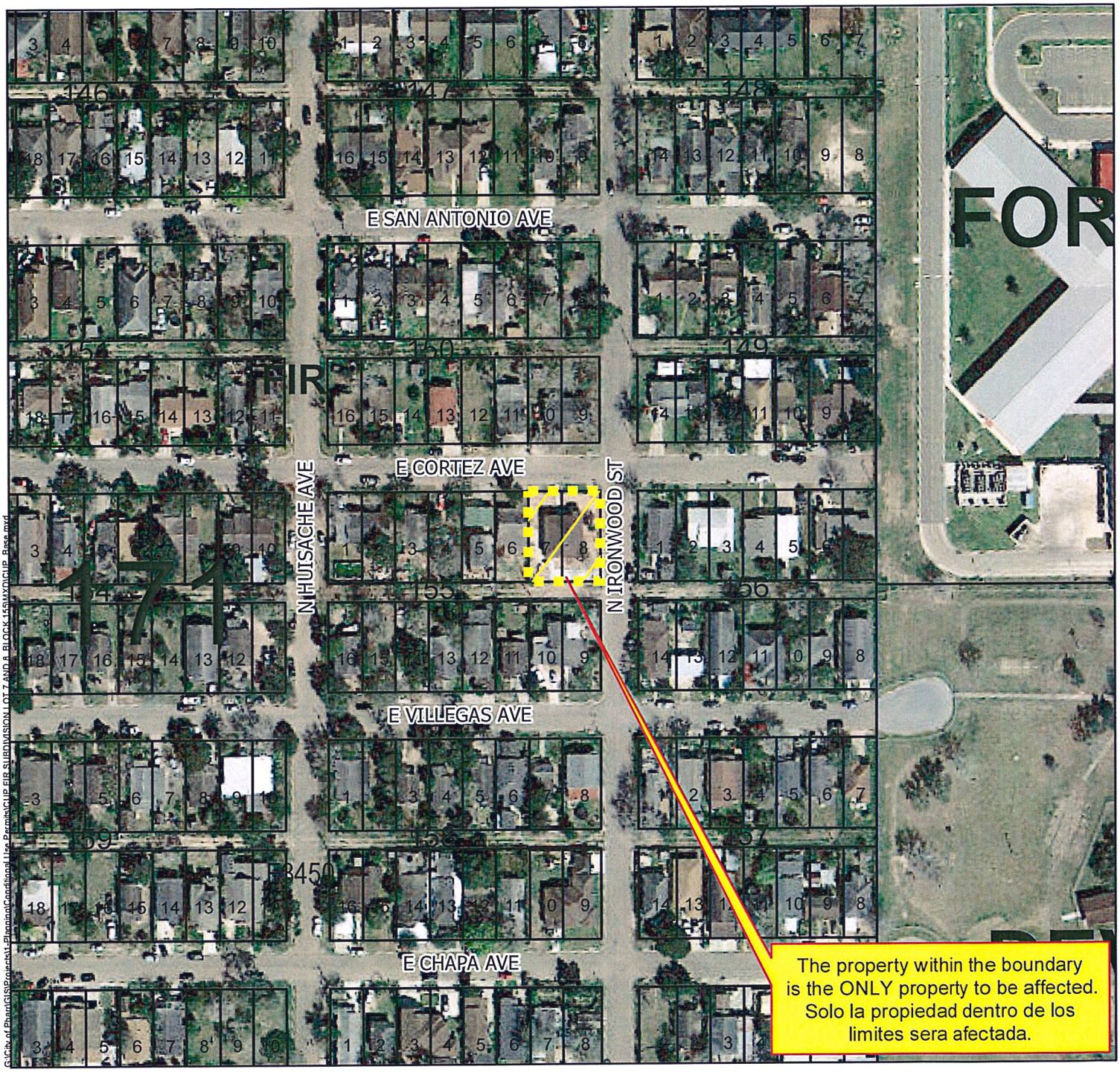
Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

Date: 4/3/2018

Proposed Conditional Use Permit
Fir Subdivision, Lot 7 & 8, Block 155
Joel Cantu

Pharr Engineering



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

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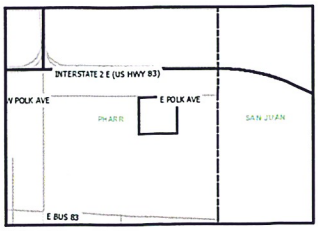


City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

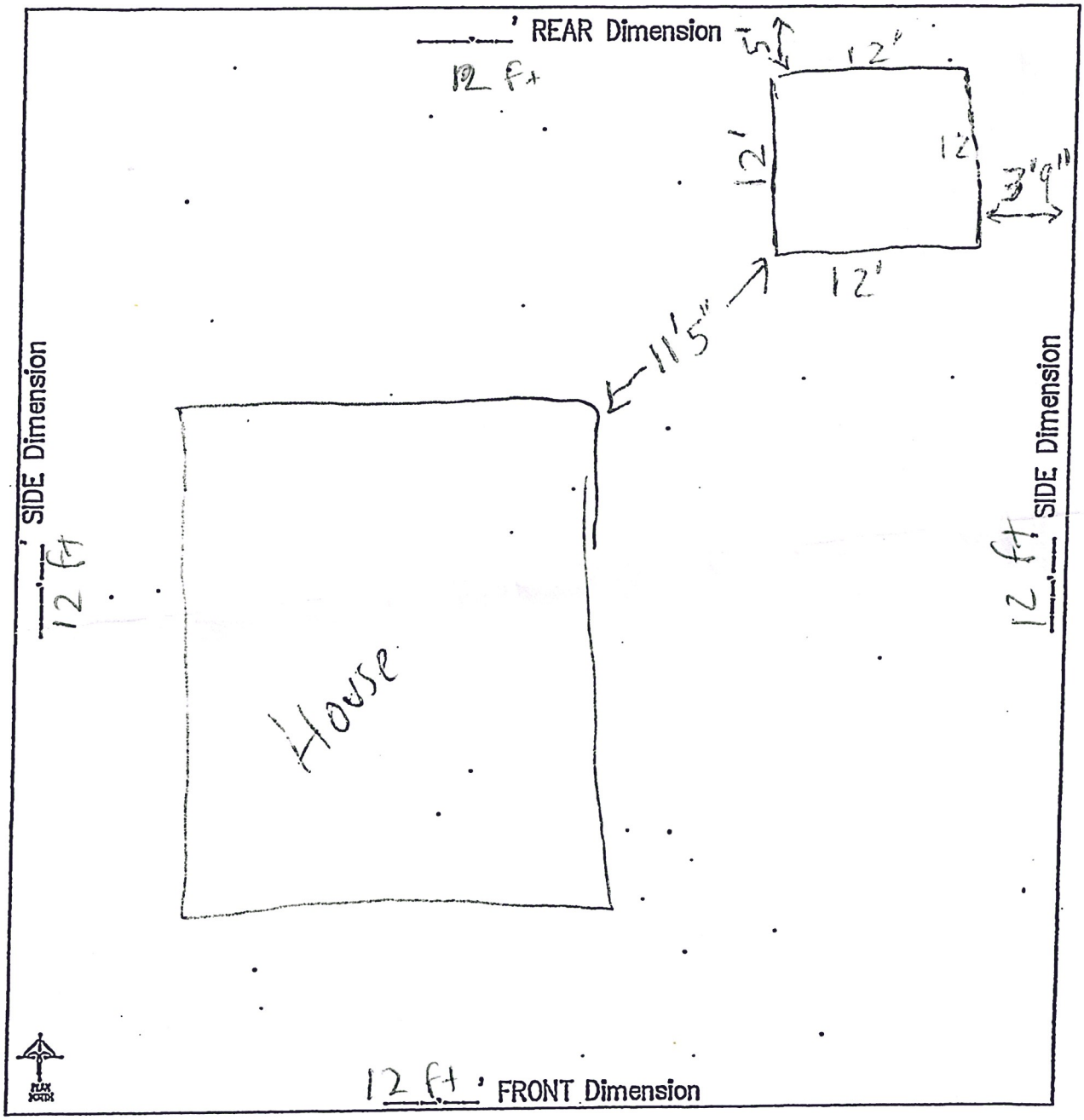
Date: 4/3/2018

SITEPLAN

Address: _____

Subdivision: _____

Phase: _____ Block# _____ Lot# _____



COMMENTS: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.2.
DATE SUBMITTED: April 30, 2018
MEETING DATE: May 7, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Las Pupusas Del Itacate, LLC. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).The property is legally described as being 0.054 acres out of Lot 1A, Tim Development Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 807 South Jackson Road, Suite 6. **CUP#180318**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Las Pupusas Del Itacate, LLC. has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).
CUP#180318

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) subject to site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Angie Resio	Created/Initiated - 04/30/2018
Roland Gomez	Approved - 05/01/2018
Melanie Cano	Approved - 05/01/2018
City Management Office	Final Approval - 05/04/2018

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, MAY 7, 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#180318** (LAS PUPUSAS DEL ITACATE, LLC.)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as being 0.054 acres out of Lot 1A, Tim Development Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 807 South Jackson Road, Suite 6.

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 City of Pharr limits lie 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: Recommends approval of the Conditional Use Permit

CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

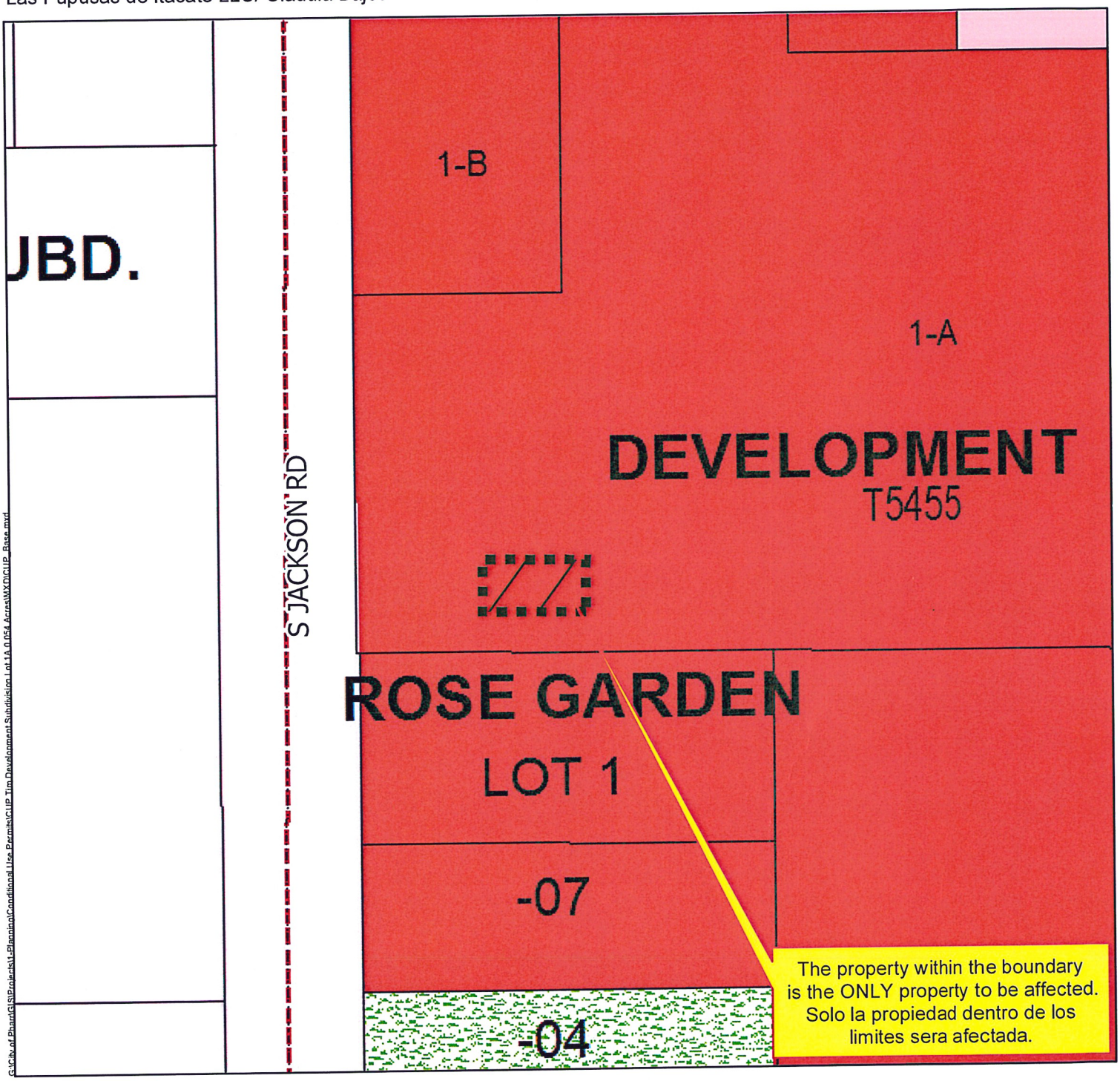
NOTIFICATION OF PUBLIC: Twelve (12) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

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) subject to site being in compliance with all City Ordinances and City Department requirements.

Proposed Conditional Use Permit
Tim Development Subdivision,
0.054 acres out of Lot 1A
Las Pupusas de Itacate LLC/ Claudia Bajos

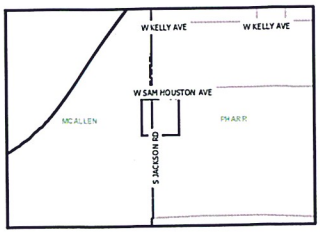
Pharr Engineering



G:\City of Pharr\GIS\Projects\1_Planning\Conditional Use Permits\CUP Tim Development Subdivision Lot 1A 0.054 Acres\MXD\CUP_Base.mxd

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

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.



City of Pharr, Texas
Engineering Department
956.402.4242

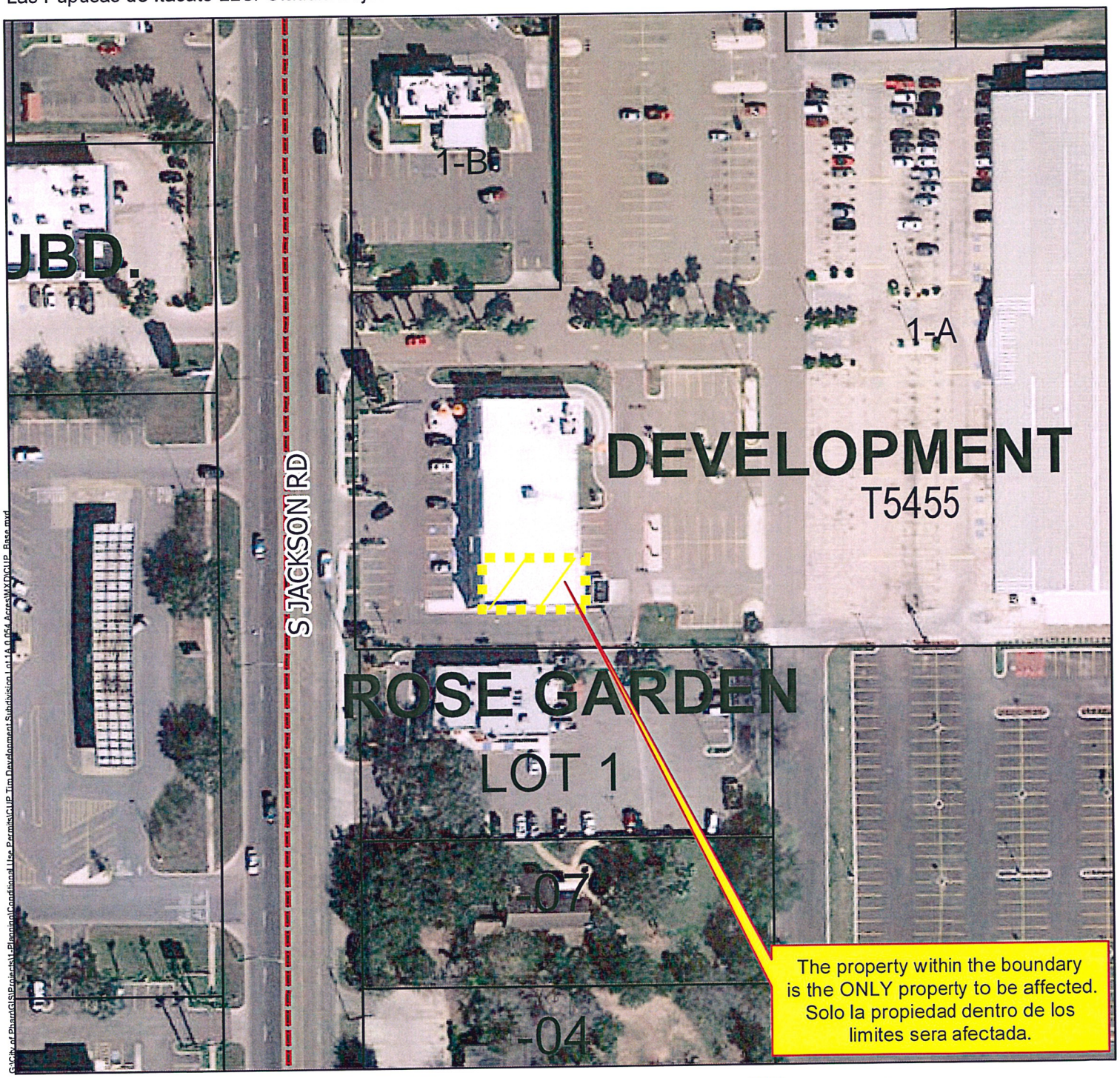
Scale: 1 inch = 100 feet

0 50 100 200 300 400 Feet

Date: 4/16/2018

Proposed Conditional Use Permit
Tim Development Subdivision,
0.054 acres out of Lot 1A
Las Pupusas de Itacate LLC/ Claudia Bajos

Pharr Engineering



G:\City of Pharr\GIS\Projects\1-Planning\Conditional Use Permits\CUP Tim Development Subdivision Lot 1A 0.054 Acres\MXD\CUP_Base.mxd

- Agricultural Open Space
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- Townhouse
- HUD Code
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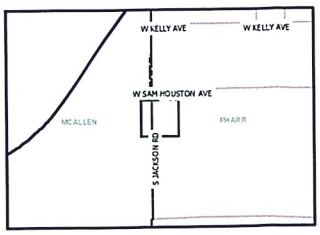
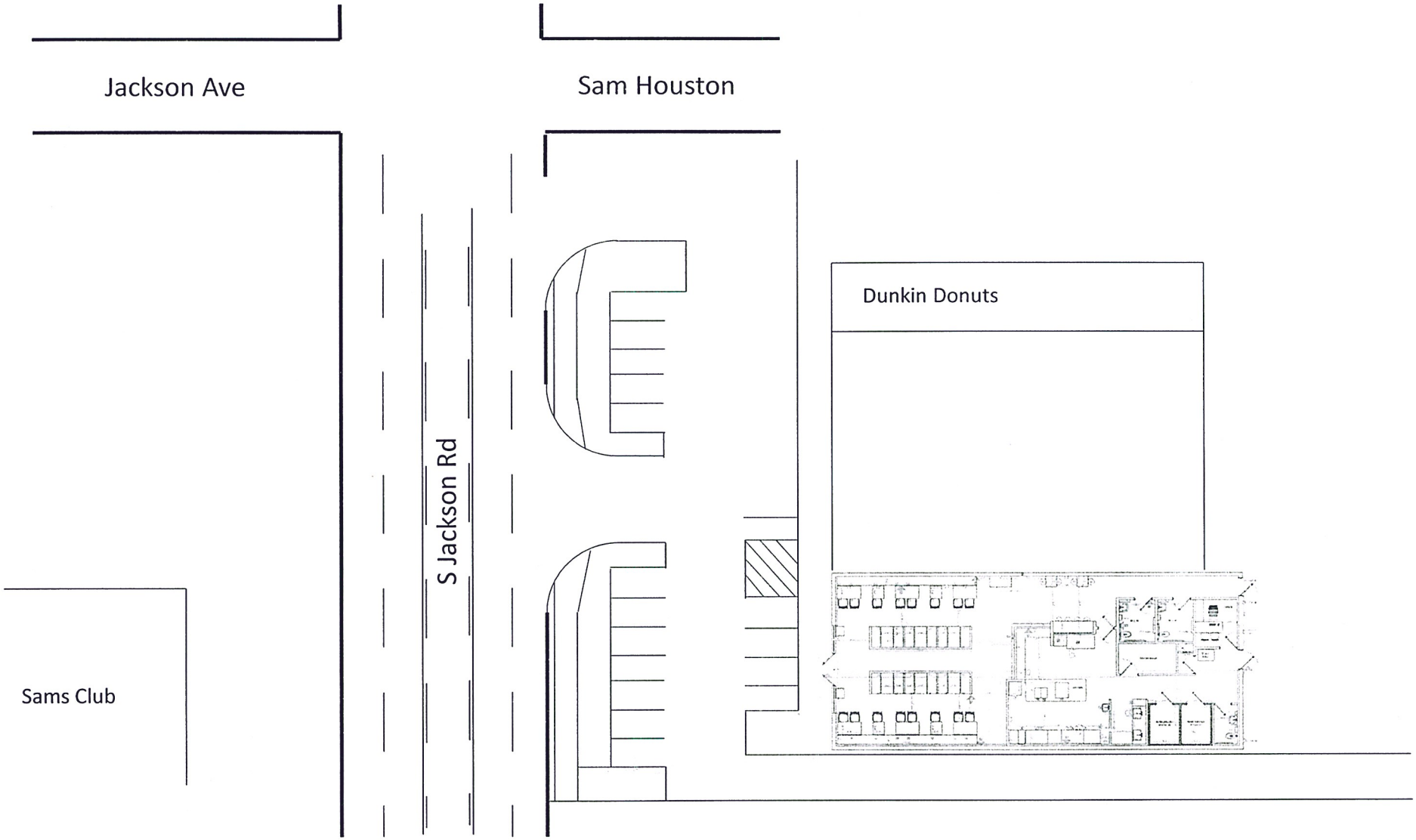


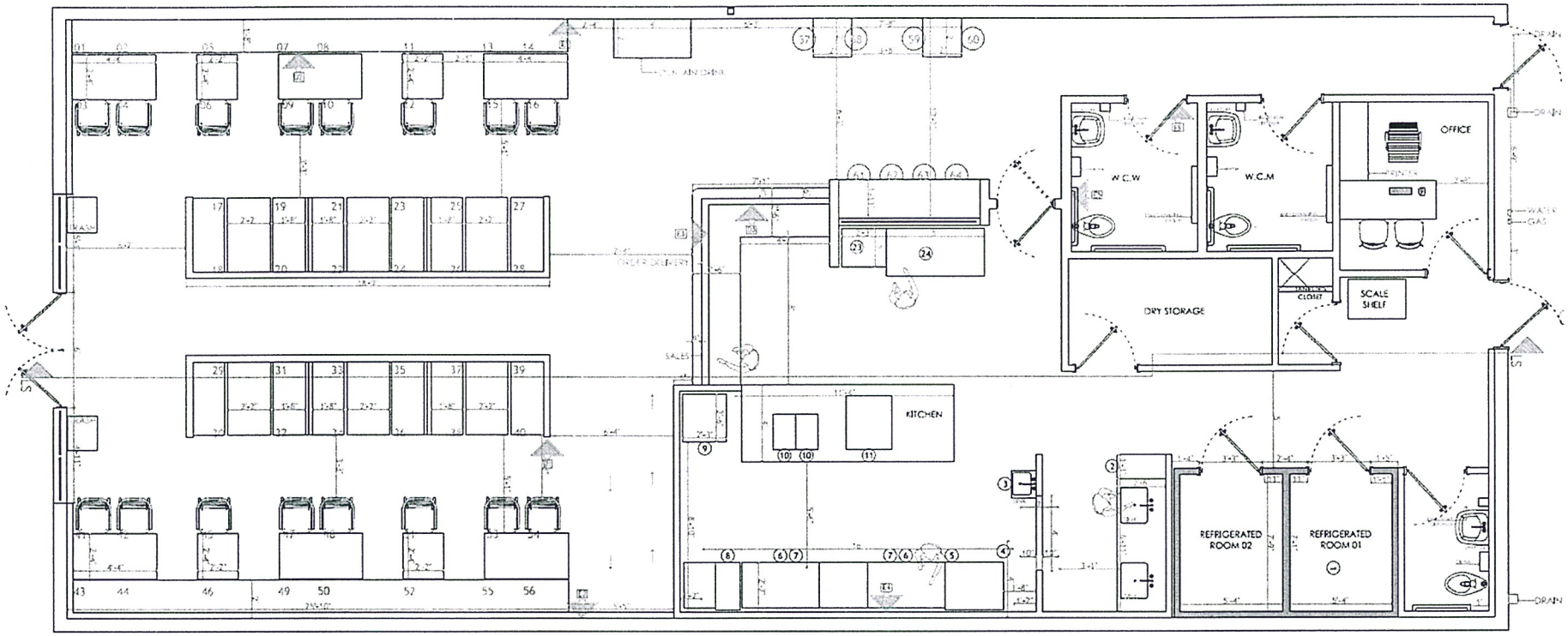
Scale: 1 inch = 100 feet

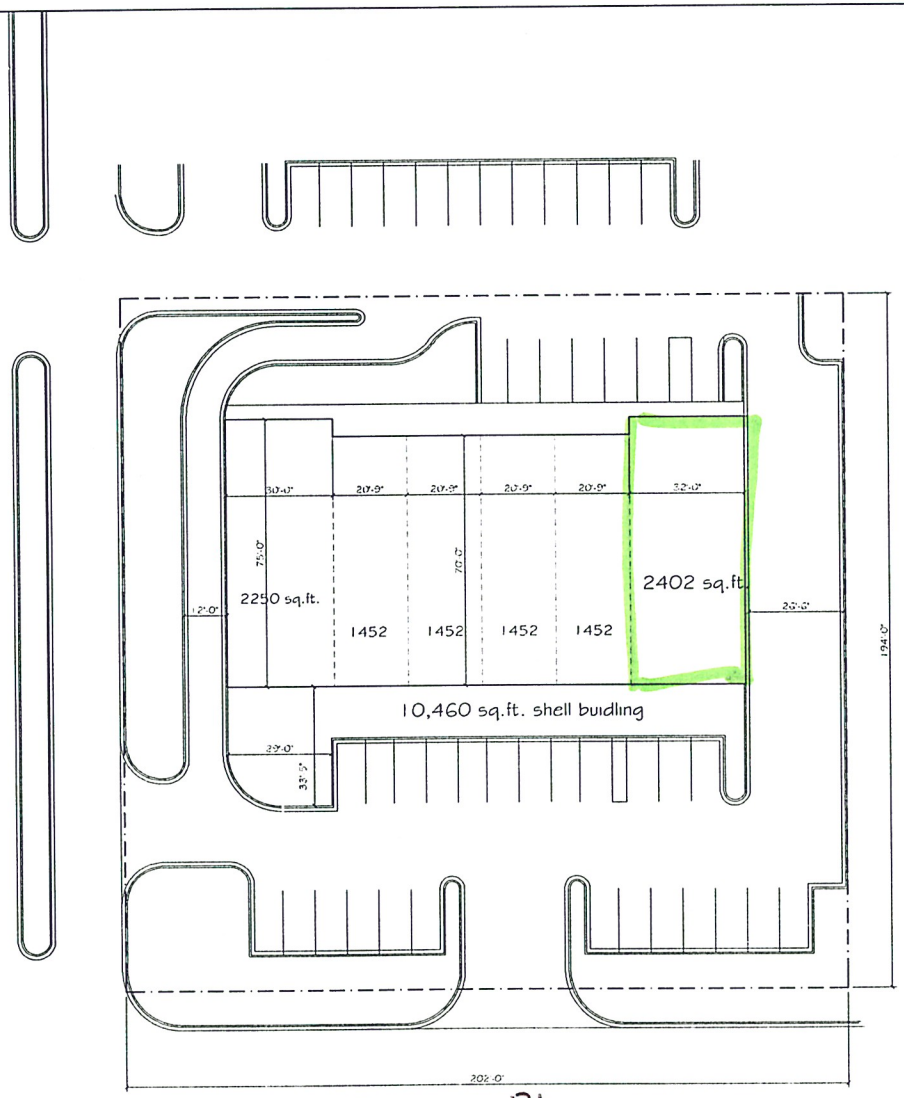
0 50 100 200 300 400 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 4/16/2018


Jackson Ave
Sam Houston
S Jackson Rd
Dunkin Donuts
Sams Club


KITCHEN
W.C.W
W.C.M
OFFICE
DRY STORAGE
CLOSET
SCALE SHELF
REFRIGERATED ROOM 02
REFRIGERATED ROOM 01
WASH
SALES
DRAIN
WATER
GAS



SITE PLAN SCALE: 1" = 20'-0" 05

LEGAL DESCRIPTION 04

CITY REQUIREMENTS

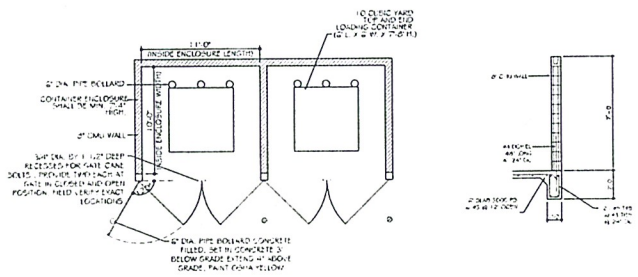
LANDSCAPE REQUIREMENTS

PROPERTY AREA = .90 Ac.

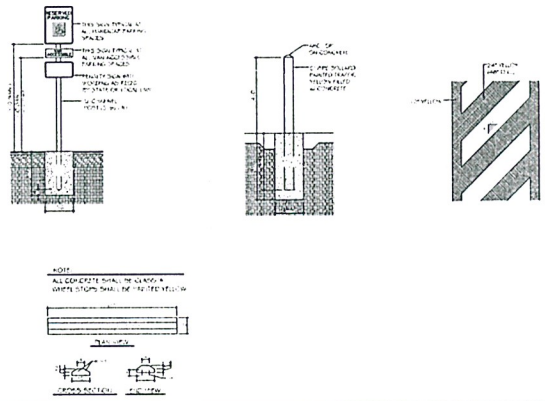
PARKING REQUIREMENTS

LEASE CENTER = 10,508 S.F.
RETAIL INCLUDING STORAGE
PARKING SPACES PROVIDED: = 49

CITY REQUIREMENTS 03



GARBAGE CONTAINERS DETAILS N.T.S. 02



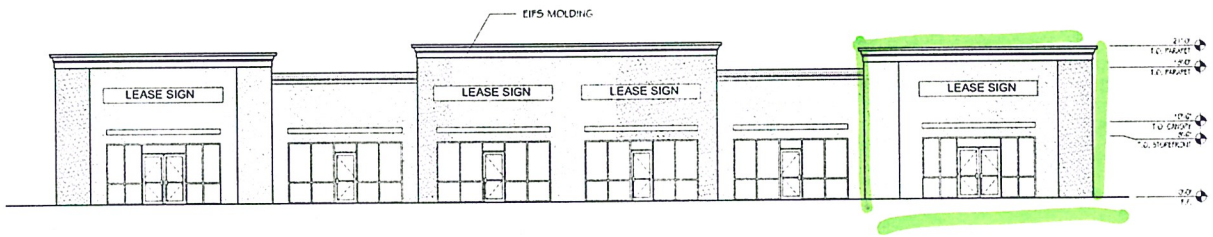
DETAILS N.T.S. 01

COMMERCIAL CENTER

EDINBURG, TEXAS

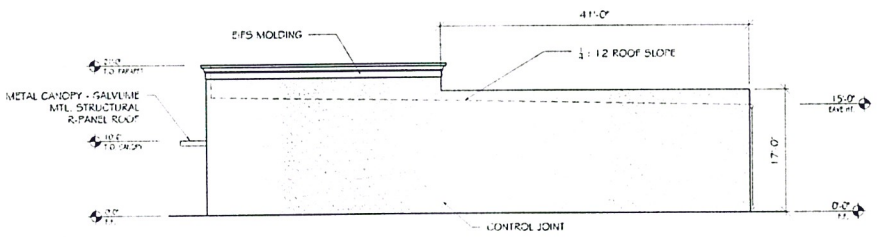
SITE PLAN AND SITE DETAILS

B1.00



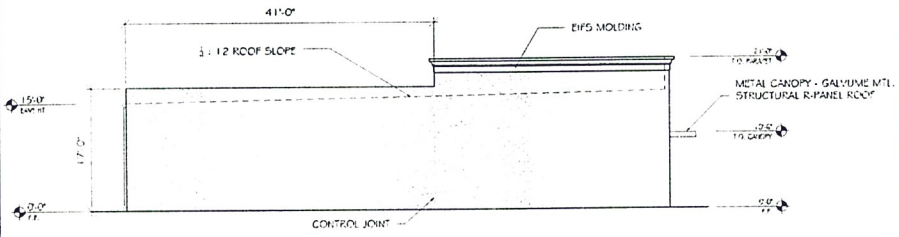
FRONT ELEVATION

SCALE: 3/32" = 1'-0" | 04



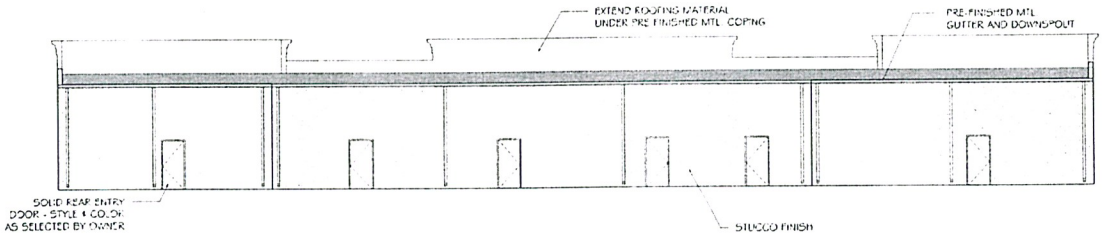
LEFT SIDE ELEVATION

3/32" = 1'-0" | 03



RIGHT SIDE ELEVATION

SCALE: 3/32" = 1'-0" | 02



REAR ELEVATION

SCALE: 3/32" = 1'-0" | 01

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PROJECT TITLE:
COMMERCIAL CENTER

OWNER:

AREA:
PAMPA, TEXAS

DATE:

SCALE: 3/32" = 1'-0"

SHEET:
EXTERIOR ELEVATIONS

PROJECT #:
3913

DRAWN BY:
J.L.

REVISIONS:

B3.00

1 3 PUPUSAS

Meat or Veggies $6.99

$5.49 Beans & Cheese

2 4 TACOS PLANCHA

$6.99

3 3 TACOS LLORARÁS

$6.99

4 4 GORDITAS

$7.99

5 TORTA & PAPAS

$6.99

6 ENCHILADAS

$6.99

7 2 OVNIS

$5.49

8 FLAUTAS & PAPAS

$7.49

9 ATÁCATE

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Beef + Beans + Cheese
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Zucchini Vegan
Beans + Cheese $1.99 each
Cheese $1.99 each

GORDITAS $2.99 each

Pork or Beef
Beans + Cheese

TACOS A LA PLANCHA $1.99 each

TACOS LLORARÁS $2.49 each

Original Jalapeño Pepper + Cheese + Beef + Pork
Vegetarian- Jalapeño Pepper + Cheese
Morita- Morita Chile + Chicken

QUESADILLAS $1.79 each

Flour or Corn Add Meat $8.99

TORTA $6.99 each

Pork or Beef + Veggies + Avocado + Cream

FLAUTAS $7.49 each

TOSTADAS $1.99 each

Beans + Veggies + Beef + Cream
Beans + Veggies + Cream

ENCHILADAS SAN MIGUEL $6.99 each

Queso Fresco + Dry Chiles Salsa & Almonds + Lettuce + Potatoes

OVNI $2.99 each

Pork + Beef + Bacon + Cream + Cheese

CALDO TLALPEÑO $6.99 each

Chicken broth +Veggies +Avocado +Cheese

956-715-8024
807 S Jackson Rd . Suite 6 . Pharr, TX . 78577

www.LasPupusasdelItacate.com
https://www.facebook.com/LasPupusasdelItacatePhar

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del Itacate
MATTRESS WORLD
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AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.3.
DATE SUBMITTED: April 30, 2018
MEETING DATE: May 7, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.The property's physical address is 305 South Cage Boulevard. **CUP#060312**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#060312**

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

Alternatives: N/A

ROUTING:

Angie Resio	Created/Initiated - 04/30/2018
Roland Gomez	Approved - 05/01/2018
Melanie Cano	Approved - 05/01/2018
City Management Office	Final Approval - 05/04/2018

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, MAY 7, 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#060312** (THE FRATERNAL ORDER OF EAGLES-PHARR)

GENERAL INFORMATION:

APPLICANT: Reyes Garza, d/b/a The Fraternal Order of Eagles of Pharr, Texas, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2).

LEGAL DESCRIPTION: The property is legally described as Lot 3, Block 58, Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 305 South Cage Boulevard.

ZONING: The property is currently zoned Business District (C-2). The property to the north, south, and west is also zoned Business District (C-2). The property to the east is zoned General Business District (C). The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE DEPARTMENT: Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION:	Recommends approval of the Conditional Use Permit.
HEALTH DIVISION:	Recommends approval of the Conditional Use Permit.
PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.

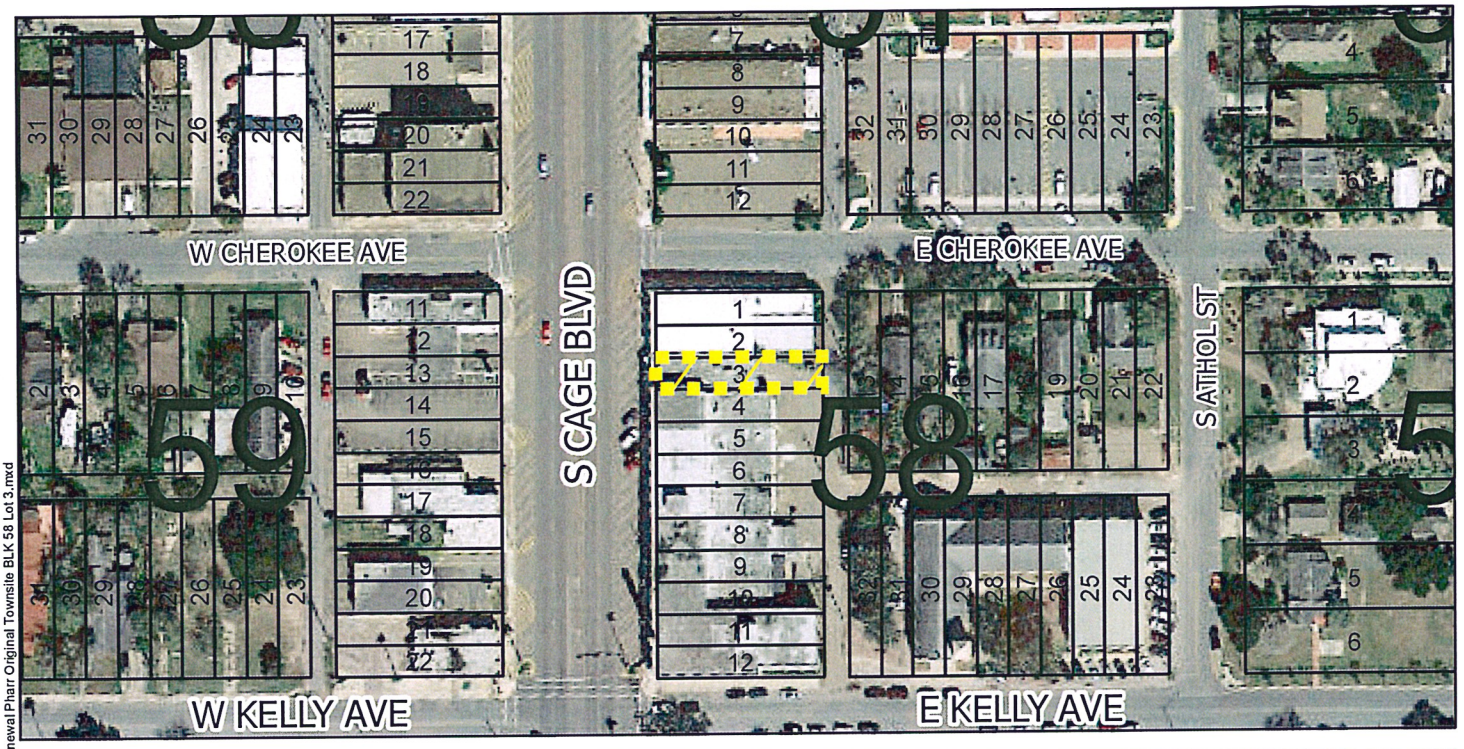
DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) provided the applicant and site being in compliance with all City Ordinances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

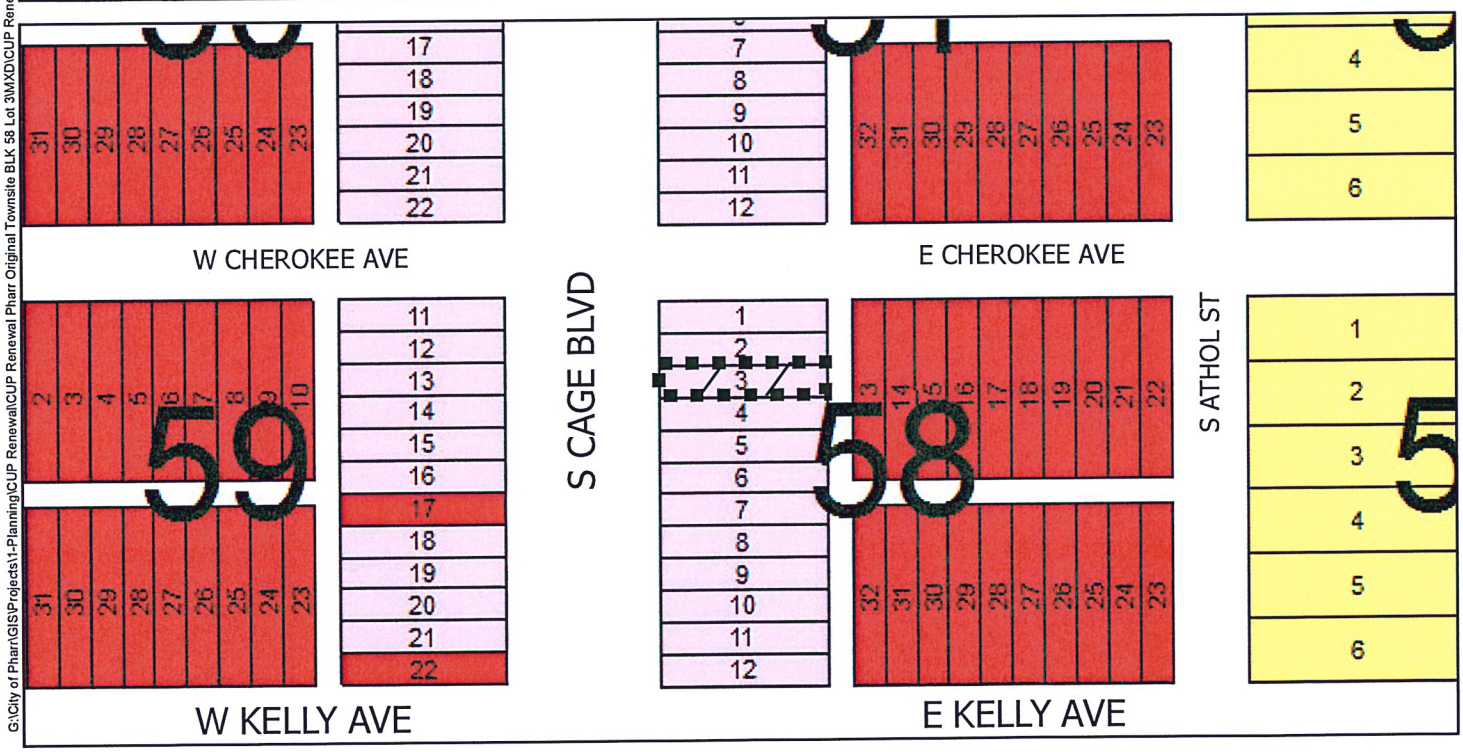
P:\Admin\MY FILES\CUPs\ABC\ABC_THE FRATERNAL ORDER OF EAGLES OF PHARR_4.18.2006

Conditional Use Permit Renewal
Pharr Original Townsite BLK 58 Lot 3
Reyes Garza/ The Fraternal Order of Eagles

Pharr All-America City 2006

Pharr Engineering





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- Agricultural Open Space
- Single Family
- Single Family Small Lot
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- Mobile Home
- Townhouse
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- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

Scale: 1 inch = 150 feet

0 75 150 300 450 600 Feet

N W E S

Date: 4/30/2018

City of Pharr, Texas
Engineering Department
956.702.5355

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.H.4.
DATE SUBMITTED: April 30, 2018
MEETING DATE: May 7, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: 1500 Hall Acres, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1). The subject site is located on the north side and within the 1500 block of West Hall Acres Road. The property consists of three (3) tracts which total 13.785 acres, more or less, out of Lots 5 & 6, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. **COZ#180316**

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: 1500 Hall Acres, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1). **COZ#180316**

Financial Consideration: N/A

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio	Created/Initiated - 04/30/2018
Roland Gomez	Approved - 05/01/2018
Melanie Cano	Approved - 05/01/2018
City Management Office	Final Approval - 05/04/2018

Pharr
Development Services

STANDARDIZED RECOMMENDATION FORM

MEETING DATE: **May 7, 2018**

ROUTE TO BOARD:

☒ **CITY COMMISSION** **AGENDA ITEM:** **COZ#180316**

☐ **PLANNING & ZONING COMMISSION** **DATE SUBMITTED:** **March 15, 2018**

5. **Applicant:** 1500 Hall Acres, LLC., owner.

6. **Requested Action:** Re-zoning request from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1).

7. **Nature / Intent of Request:** In order to develop the property into a single-family residential subdivision.

8. **Routing to Staff:**

	Initials	Date	
F. Melanie Cano, Director		4/19/18	☒ Approval ☐ Denial
G. Planning Staff Recommendations		4/19/18	☒ Approval ☐ Denial
H. Planning and Zoning Commission		4/23/18	☒ Approval ☐ Denial
I. City Attorney			☐ Approval ☐ Denial
J. City Manager			☐ Approval ☐ Denial

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, MAY 7, 2018

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: **Re-zoning Request: From Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1): Being three (3) tracts which total 13.785 acres, more or less, out of Lots 5 & 6, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1500 West Hall Acres Road.**

REZONING CHECKLIST / GOALS:

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

8. To lessen congestion;
9. Secure safety from fire, panic and other dangers;
10. To promote health and general welfare;
11. To provide adequate light and air;
12. To protect the overcrowding of land and abutting traffic ways;
13. Avoid undue concentration of population, and;
14. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

1500 Hall Acres, LLC has filed with the Planning and Zoning Commission a request for a change of zone from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1). The subject site is located on the north side and within the 1500 block of West Hall Acres Road. The property consists of three (3) tracts which total 13.785 acres, more or less, out of Lots 5 & 6, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

The property fronts West Hall Acres, an 80' major collector that runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

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

One of the properties to the east was zoned to Single-Family Residential District (R-1) on February 19, 2002, another was rezoned from Single-Family Residential District (R-1) to Residential Townhome District (R-TH) on May 15, 2007 and the last property to the east was zoned on November 01, 2004. One of the properties to the south was zoned to Residential Townhome District (R-TH) on January 08, 1985 and the other was zoned to General Business District (C) on February 21, 1995. The property to the west was zoned to High-Density Multi-Family Residential District (R-4) on December 21, 1982. There have been no other zoning requests within the general vicinity of the subject property since that time.

The owner of the property is requesting a change of zone to Single-Family Residential District (R-1) in order to develop the property into a 58 lot single-family residential subdivision.

The Single-Family Residential District is intended to be composed of single-family dwellings together with public, denominational and private schools, churches and public parks essential to create basic neighborhood units. Areas that are zoned for this use shall have water, wastewater, drainage and access to paved streets based on single-family usage.

One hundred (100) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received no response to the letters or to the legal notice.

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

The Planning and Zoning Commission voted unanimously to approve the request for a change of zone from Agricultural and/or Open Space District (A-O) and General Business District (C) to Single-Family Residential District (R-1) subject to staff's recommendations.

CITY COMMISSION OPTIONS:

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

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

1500 Hall Acres, LLC
APPLICANT

Agricultural and/or Open Space District and General Business District (C)
CURRENT ZONE

1500 West Hall Acres Road
ADDRESS

Single-Family Residential District (R-1)
PROPOSED ZONE

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?	X	
8	Will a buffer be required?		X
9	Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS: **Approval**

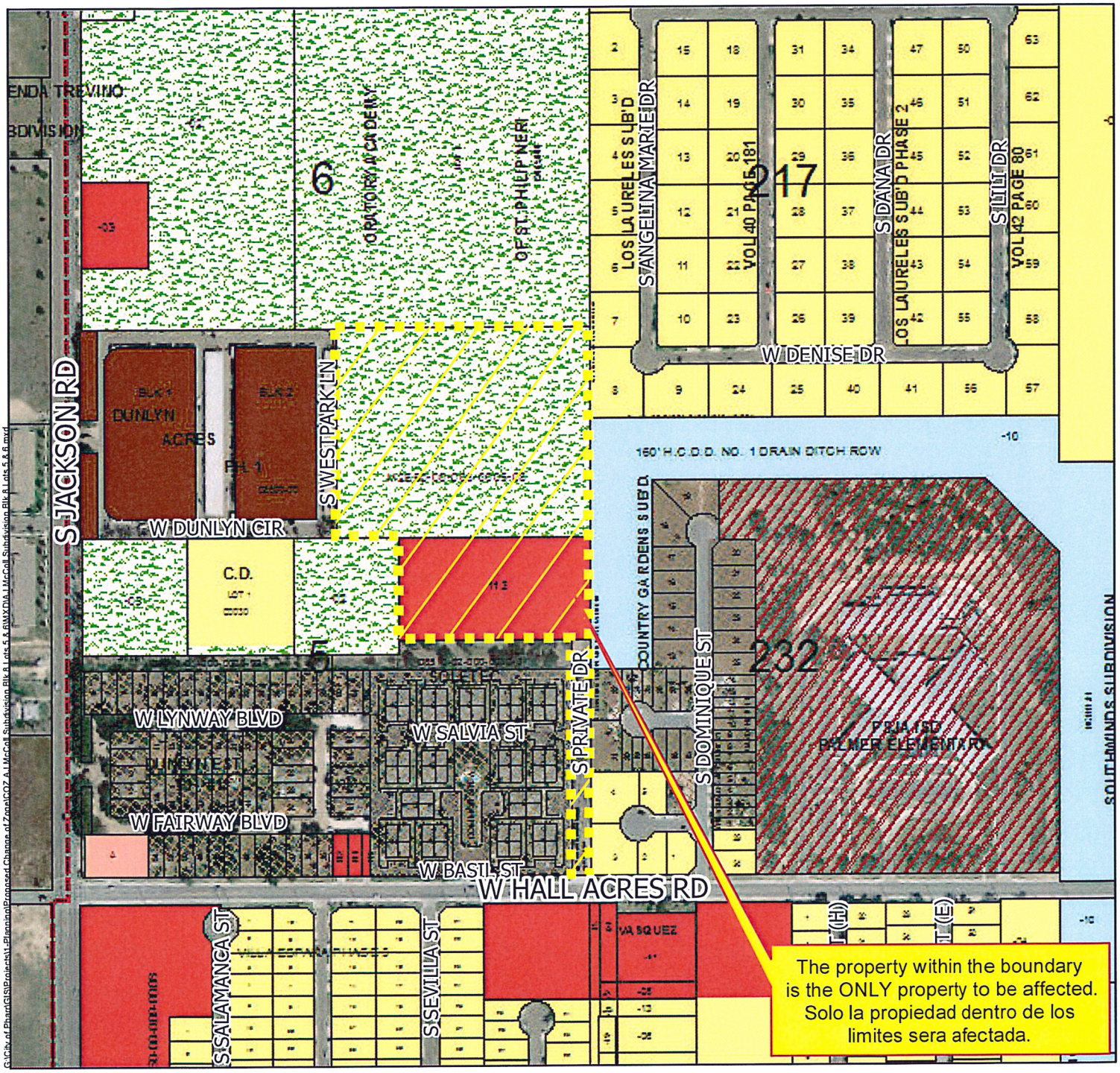
The property meets area requirements, has adequate ingress and egress and is compatible with the surrounding properties.

Della Robles, Planner I
PREPARED BY

April 16, 2018
DATE

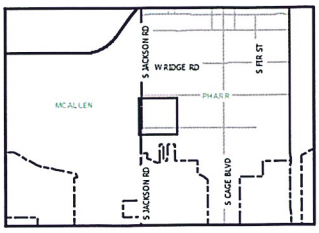
Proposed Change of Zone
13.785 Acre Block 8, Lots 5 & 6
1500 Hall Acres LLC / Jorge Antonio Kamel

Pharr Engineering



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

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.



City of Pharr, Texas
Engineering Department
956.402.4242

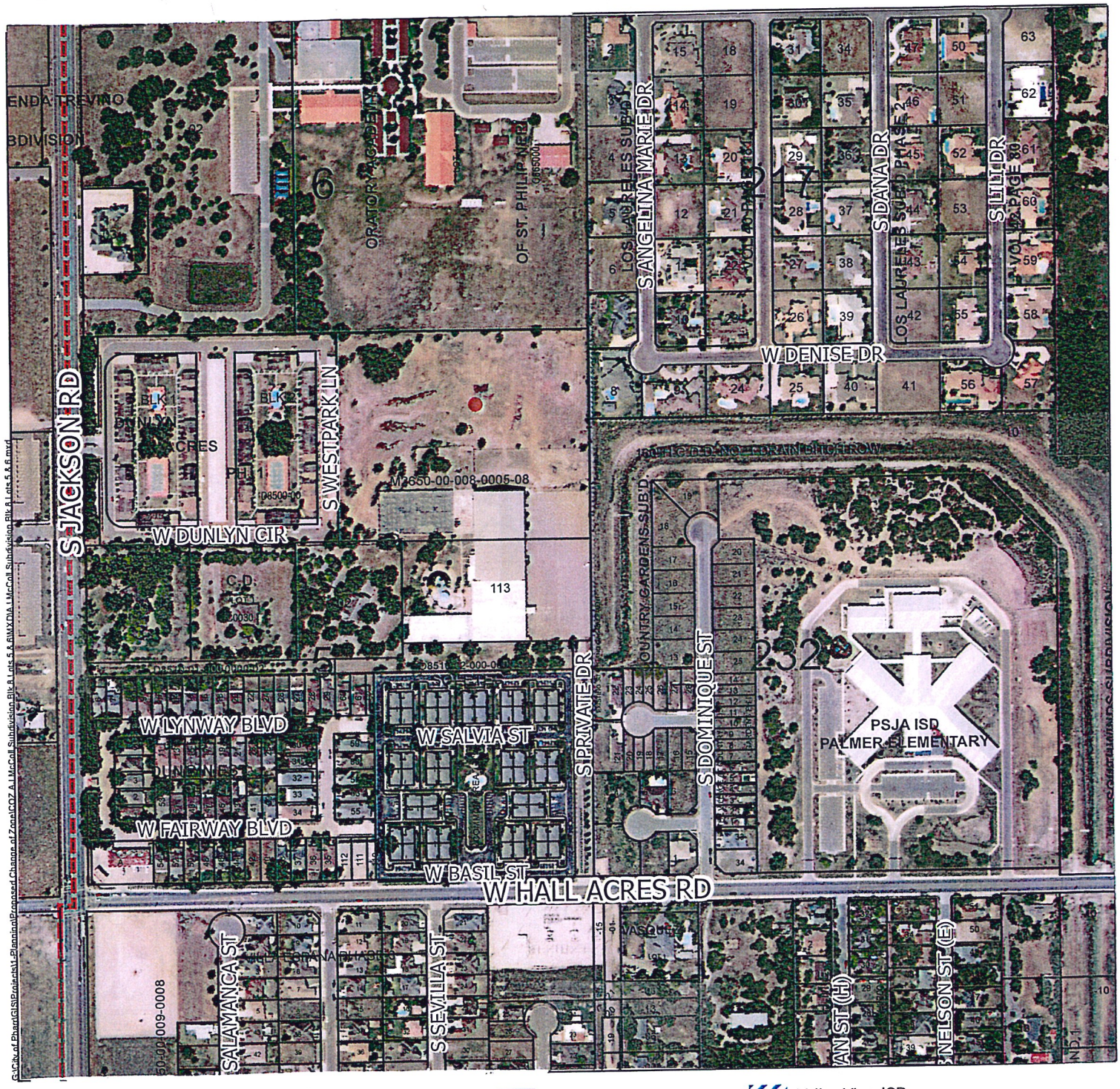
Scale: 1 inch = 400 feet

0 200 400 800 1,200 1,600 Feet

Date: 4/5/2018

Proposed Change of Zone
13.785 Acre Block 8, Lots 5 & 6
1500 Hall Acres LLC / Jorge Antonio Kamel

Pharr Engineering



Agricultural Open Space
Single Family
Single Family Small Lot
Two Family
Medium Density Multi-Family
High Density Multi-Family
Mobile Home
Townhouse
HUD Code
Rail Road R.O.W.
Government Owned
General Business
Business District
Drainage Easement
Heavy Commercial
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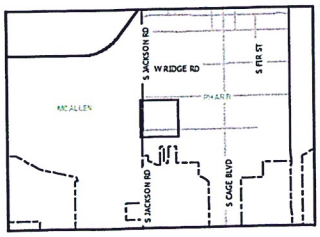

City of Pharr, Texas
Engineering Department
956.402.4242

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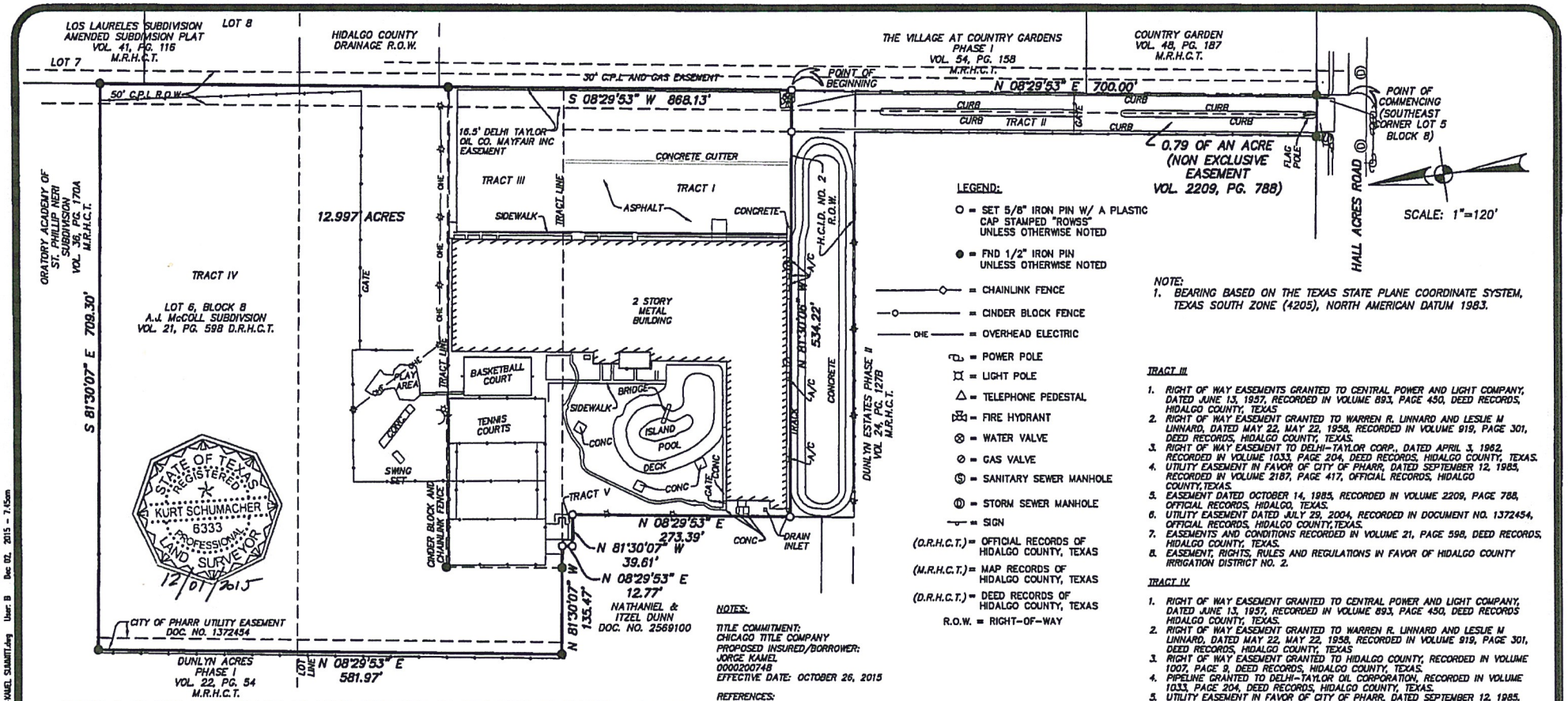

LEGEND:

- O = SET 5/8" IRON PIN W/ A PLASTIC CAP STAMPED "ROWSS" UNLESS OTHERWISE NOTED
- ● = FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
- = CHAINLINK FENCE
- = CINDER BLOCK FENCE
- OHE = OVERHEAD ELECTRIC
- = POWER POLE
- = LIGHT POLE
- = TELEPHONE PEDESTAL
- = FIRE HYDRANT
- = WATER VALVE
- = GAS VALVE
- Ⓢ = SANITARY SEWER MANHOLE
- Ⓓ = STORM SEWER MANHOLE
- = SIGN
- (O.R.H.C.T.) = OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
- (M.R.H.C.T.) = MAP RECORDS OF HIDALGO COUNTY, TEXAS
- (D.R.H.C.T.) = DEED RECORDS OF HIDALGO COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY

NOTE:

1. BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983.

BEING A 12.997 ACRE TRACT OF LAND SITUATED IN THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, OUT LOT 5, BLOCK 8, AND LOT 6, BLOCK 8, A.J. MCCOLL SUBDIVISION, AS DESCRIBED IN VOLUME 21, PAGE 598, OF THE DEED RECORDS HIDALGO COUNTY, TEXAS, AND BEING ALL OF TRACT I, TRACT III, TRACT IV, AND TRACT V, CONVEYED BY WARRANTY DEED WITH VENDOR'S LEIN, DATED MAY 3, 2013 TO SM3 VENTURES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, DESCRIBED IN DOCUMENT NUMBER 2411377, OF THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

ROW Surveying Services
900 S. Stewart, Suite 13
Mission, Texas 78752
TBPLS #10193886
Office: (956) 424-3335

DATE: 11-25-2015 JOB R15-090

STATE OF TEXAS
COUNTY OF HIDALGO

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN

THIS 1st DAY OF Dec 2015

KURT SCHUMACHER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6333

NOTES:

TITLE COMMITMENT:
CHICAGO TITLE COMPANY
PROPOSED INSURED/BORROWER:
JORGE KAMEL
0000200748
EFFECTIVE DATE: OCTOBER 26, 2015

REFERENCES:

TRACT I

1. EASEMENT AND RIGHT OF WAY IN FAVOR OF CENTRAL POWER AND LIGHT COMPANY DATED MAY 1, 1986, RECORDED IN VOLUME 2301, PAGE 750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
2. EASEMENTS AND CONDITIONS AS SHOWN ON MAP OR PLAT THEREOF, RECORDED IN VOLUME 24, PAGE 127B, MAP RECORDS HIDALGO COUNTY, TEXAS.

TRACTS I AND II

1. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, DATED AUGUST 1, 1957, VOLUME 897, PG. 130, DEED RECORDS, HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED CENTRAL POWER AND LIGHT, DATED JANUARY 25, 1975, RECORDED IN VOLUME 1444, PAGE 453, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
3. BLANKET EASEMENT AND AGREEMENT TO CENTRAL POWER AND LIGHT, DATED DECEMBER 31, 1985, RECORDED IN VOLUME 2241, PAGE 491, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
4. EASEMENT AND RIGHT OF WAY IN FAVOR OF CENTRAL POWER AND LIGHT COMPANY, DATED AUGUST 9, 1957, RECORDED IN VOLUME 899, PAGE 146, DEED RECORDS, HIDALGO COUNTY, TEXAS.
5. RIGHT OF WAY EASEMENT GRANTED TO DELHI-TAYLOR OIL CORP AND MAYFAIR MINERALS, DATED OCTOBER 24, 1958, RECORDED IN VOLUME 927, PAGE 571, DEED RECORDS, HIDALGO COUNTY, TEXAS.
6. EASEMENTS AND CONDITIONS AS SHOWN ON MAP, RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS HIDALGO COUNTY, TEXAS.
7. EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

TRACT III

1. RIGHT OF WAY EASEMENTS GRANTED TO CENTRAL POWER AND LIGHT COMPANY, DATED JUNE 13, 1957, RECORDED IN VOLUME 893, PAGE 450, DEED RECORDS, HIDALGO COUNTY, TEXAS
2. RIGHT OF WAY EASEMENT GRANTED TO WARREN R. LINNARD AND LESLIE M LINNARD, DATED MAY 22, MAY 22, 1958, RECORDED IN VOLUME 919, PAGE 301, DEED RECORDS, HIDALGO COUNTY, TEXAS.
3. RIGHT OF WAY EASEMENT TO DELHI-TAYLOR CORP., DATED APRIL 3, 1962, RECORDED IN VOLUME 1033, PAGE 204, DEED RECORDS, HIDALGO COUNTY, TEXAS.
4. UTILITY EASEMENT IN FAVOR OF CITY OF PHARR, DATED SEPTEMBER 12, 1985, RECORDED IN VOLUME 2187, PAGE 417, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
5. EASEMENT DATED OCTOBER 14, 1985, RECORDED IN VOLUME 2209, PAGE 788, OFFICIAL RECORDS, HIDALGO, TEXAS.
6. UTILITY EASEMENT DATED JULY 29, 2004, RECORDED IN DOCUMENT NO. 1372454, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
7. EASEMENTS AND CONDITIONS RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS.
8. EASEMENT, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

TRACT IV

1. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, DATED JUNE 13, 1957, RECORDED IN VOLUME 893, PAGE 450, DEED RECORDS HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO WARREN R. LINNARD AND LESLIE M LINNARD, DATED MAY 22, MAY 22, 1958, RECORDED IN VOLUME 919, PAGE 301, DEED RECORDS, HIDALGO COUNTY, TEXAS
3. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY, RECORDED IN VOLUME 1007, PAGE 9, DEED RECORDS, HIDALGO COUNTY, TEXAS.
4. PIPELINE GRANTED TO DELHI-TAYLOR OIL CORPORATION, RECORDED IN VOLUME 1033, PAGE 204, DEED RECORDS, HIDALGO COUNTY, TEXAS.
5. UTILITY EASEMENT IN FAVOR OF CITY OF PHARR, DATED SEPTEMBER 12, 1985, RECORDED IN VOLUME 2187, PAGE 417, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
6. RIGHT OF WAY EASEMENT GRANTED TO CITY OF PHARR , DATED JANUARY 28, 1998, RECORDED IN DOCUMENT NO. 653418, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
7. UTILITY EASEMENT DATED JULY 29, 2004, RECORDED IN DOCUMENT NO. 1372454, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
8. EASEMENT AND CONDITIONS RECORDED IN VOLUME, 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS.
9. EASEMENT, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

TRACT V

1. RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, DATED AUGUST 1, 1957, VOLUME 897, PG. 130, DEED RECORDS, HIDALGO COUNTY, TEXAS.
2. RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY RECORDED IN VOLUME 1017, PAGE 122, DEED RECORDS, HIDALGO COUNTY, TEXAS.
3. EASEMENT AND RIGHT OF WAY IN FAVOR OF CENTRAL POWER AND LIGHT COMPANY, RECORDED IN VOLUME 2301, PAGE 750, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
4. EASEMENT AND CONDITIONS RECORDED IN VOLUME, 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS.
5. EASEMENT, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

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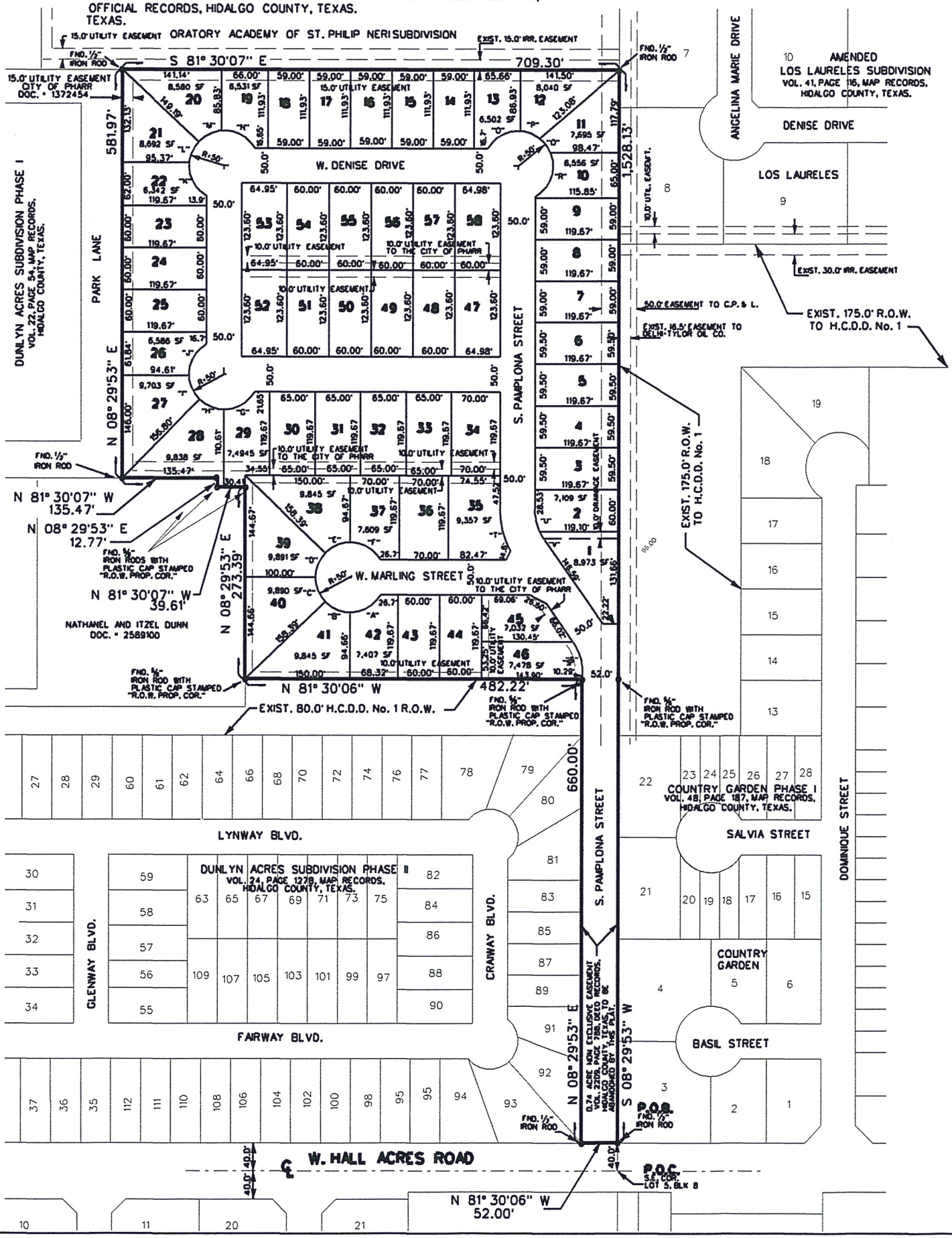
1500 HALL ACRES SUBDIVISION

A 13.785 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 8, A. J. McCOLL SUBDIVISION ACCORDING TO THE MAP RECORDED IN VOLUME 21, PAGE 598, DEED RECORDS, HIDALGO COUNTY, TEXAS. AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2667810, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
TEXAS.



SUMMIT
SPORTS
CLUB

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: April 19, 2018
MEETING DATE: May 7, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance Nos. O-90-18 and O-2006-56 for the establishment and administration of Records Management Program. ***(Adoption on 1st Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The governing body of the City of Pharr established and adopted a Records Management Program on May 28, 1990 for the orderly and efficient retention, retrieval and destruction of records. The City is in compliance with the Local Government Records Act. But since the ordinance is a bit older, the Texas State Library and Archives Commission is recommending that we update the program and records retention schedules.

Financial Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 04/19/2018
Patricia Rigney	Approved - 04/23/2018
City Management Office	Final Approval - 05/04/2018

ORDINANCE NO. O-2018-__

AN ORDINANCE AMENDING ORDINANCE NOS. O-90-18 AND O-2006-56 OF THE CITY OF PHARR, TEXAS PROVIDING FOR THE ESTABLISHMENT AND ADMINISTRATION OF A RECORDS MANAGEMENT PROGRAM FOR THE CITY; PROVIDING FOR PURPOSE OF RECORDS MANAGEMENT PROGRAM; PROVIDING FOR AND DESIGNATING A RECORDS MANAGEMENT OFFICER TO ADMINISTER SAID RECORDS MANAGEMENT PROGRAM; PROVIDING DEFINITIONS FOR RECORDS MANAGEMENT PROGRAM; PROVIDING RECORDS MANAGEMENT DUTIES OF RECORDS MANAGEMENT OFFICER AND DEPARTMENT HEADS; PROVIDING FOR THE DESTRUCTION OF RECORDS UNDER A RECORDS CONTROL SCHEDULE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF; PROVIDING REPEALING AND SEVERABILITY CLAUSES; AND DECLARING AN EMERGENCY AND EFFECTIVE DATE

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act) provides that a municipality must establish by ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, the City of Pharr, Texas desires to adopt an ordinance for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping.

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

SECTION 1. DEFINITION OF MUNICIPAL RECORDS. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to them is open or restricted under the laws of the state, created or received by the City of Pharr or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the City of Pharr and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. ADDITIONAL DEFINITIONS.

(1) "Department head" means the officer who by ordinance or administrative policy is in charge of an office of the City of Pharr that creates or receives records.

(2) "Essential record" means any record of the City of Pharr necessary to the resumption or continuation of its operations in an emergency or disaster, to the re-creation of its legal and financial status, or to the protection and fulfillment of obligations to the people of the state.

(3) “Permanent record” means any record of the City of Pharr for which the retention period on a records control schedule is given as permanent.

(4) “Records control schedule” means a document prepared by or under the authority of the Records Management Officer listing the records maintained by the City of Pharr, their retention periods, and other records disposition information that the records management program may require.

(5) “Records management” means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

(6) “Records management officer” means the person designated in Section 5 of this ordinance.

(7) “Records management plan” means the plan developed under Section 6 of this ordinance.

(8) “Retention period” means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

SECTION 3. MUNICIPAL RECORDS DECLARED PUBLIC PROPERTY. All municipal records as defined in Sec. 1 of this ordinance are hereby declared to be the property of the City of Pharr. No municipal official or employee has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 4. POLICY. It is hereby declared to be the policy of the City of Pharr to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all municipal records through a comprehensive system of integrated procedures for their management from creation to ultimate disposition, consistent with the requirements of the Texas Local Government Records Act and accepted records management practice.

SECTION 5. DESIGNATION OF RECORDS MANAGEMENT OFFICER. The City Clerk, and the successive holders of said office, shall serve as Records Management Officer for the City of Pharr. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

SECTION 6. RECORDS MANAGEMENT PLAN TO BE DEVELOPED; APPROVAL OF PLAN; AUTHORITY OF PLAN.

(a) The Records Management Officer shall develop a records management plan for the City of Pharr for submission to the City. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the municipality, and to properly preserve those records of the municipality that are of historical value. The plan must be designed to enable the Records Management Officer to carry out his or her duties prescribed by state law and this ordinance effectively.

(b) Once approved by the City of Pharr, the records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City and records shall be created, maintained, stored, microfilmed, or disposed of in accordance with the plan.

(c) State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head or the records in the department head's care from the application of this ordinance and the records management plan adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of the City of Pharr.

SECTION 7. DUTIES OF RECORDS MANAGEMENT OFFICER. In addition to other duties assigned in this ordinance, the Records Management Officer shall:

(1) administer the records management program and provide assistance to department heads in its implementation;

(2) plan, formulate, and prescribe records disposition policies, systems, standards, and procedures;

(3) in cooperation with department heads identify essential records and establish a disaster plan for each municipal office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;

(4) develop procedures to ensure the permanent preservation of the historically valuable records of the city;

(5) establish standards for filing and storage equipment and for recordkeeping supplies;

(6) study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the City of Pharr;

(7) monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records

management program and the municipality's records control schedules are in compliance with state regulations;

(8) disseminate to the City and department heads information concerning state laws and administrative rules relating to local government records;

(9) ensure that the maintenance, preservation, microfilming, destruction, or other disposition of the records of the City are carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

(10) maintain records on the volume of records destroyed under approved records control schedules or through records destruction authorization requests, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

(11) report annually to the City on the implementation of the records management plan in each department of the City of Pharr, including summaries of the statistical and fiscal data compiled under Subsection (10); and

(12) bring to the attention of the City of Pharr non-compliance by department heads or other municipal personnel with the policies and procedures of the records management program or the Local Government Records Act.

SECTION 8. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS. In addition to other duties assigned in this ordinance, department heads shall:

(1) cooperate with the Records Management Officer in carrying out the policies and procedures established in the City for the efficient and economical management of records and in carrying out the requirements of this ordinance;

(2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and

(3) maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City and the requirements of this ordinance.

SECTION 9. RECORDS CONTROL SCHEDULES TO BE DEVELOPED; APPROVAL; FILING WITH STATE.

(a) The Records Management Officer, in cooperation with department heads, shall prepare records control schedules on a department-by-department basis listing all records series created or received by the department and the retention period for each series. Records control schedules shall also contain such other information regarding the disposition of municipal records as the records management plan may require.

(b) Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the City.

(c) Before its adoption a records control schedule or amended schedule for a department must be approved by the department head and the City.

(d) Before its adoption a records control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

SECTION 10. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES; DESTRUCTION OF RECORDS UNDER SCHEDULE.

(a) A records control schedule for a department that has been approved and adopted under Section 9 shall be implemented by department heads according to the policies and procedures of the records management plan.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the Records Management Officer that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer from the City.

SECTION 11. DESTRUCTION OF UNSCHEDULED RECORDS. A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has submitted to and received back from the director and librarian an approved destruction authorization request.

SECTION 12: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the___day of_____, 2018.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

Declaration of Compliance

with the Records Scheduling Requirement of the Local Government Records Act

Submitted pursuant to Local Government Code §203.041(a)(2)

Section 1 SUBMISSION OF DATA

1. Government: City of Pharr
2. Address: P.O. Box 1729

   City: Pharr ZIP code: 78577
3. Telephone: 956-402-4100 4. Email (optional): hilda.pedraza@pharr-tx.gov

Section 2 LOCAL GOVERNMENT CERTIFICATION

As records management officer for the local government or elective county office named, I hereby declare, that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code §205.003(a) will be followed for records subject to the rules. I understand that:

- the validity of this declaration is contingent on its acceptance for filing by the commission;
- if we have previously filed documentation with the commission in which we declared our intent to retain all records permanently, we must attach amended documentation to this declaration before it can be accepted for filing;
- the records retention schedules adopted by this declaration may be amended by filing for approval a supplemental Records Control Schedule Amendment (SLR 520) on which are listed proposed retention periods for records that do not appear on schedules issued by the commission (as checked below);
- if a supplemental Records Control Schedule Amendment is not filed, we must file a Request for Authorization to Destroy Unscheduled Records (SLR 501) in order to destroy records that do not appear on schedules issued by the commission (as checked below); and
- the commission will provide us with access to subsequent editions of any schedules issued by the commission.

1. I hereby declare that our records control schedules will comply with the following schedules issued by the commission:

- ☐ Schedule CC (Records of County Clerks)
- ☐ Schedule DC (Records of District Clerks)
- ☑ Schedule EL (Records of Elections and Voter Registration)
- ☑ Schedule GR (Records Common to All Governments)
- ☑ Schedule HR (Records of Public Health Agencies)
- ☐ Schedule JC (Records of Public Junior Colleges)
- ☑ Schedule LC (Records of Justice and Municipal Courts)
- ☑ Schedule PS (Records of Public Safety Agencies)
- ☑ Schedule PW (Records of Public Works and Services)
- ☐ Schedule SD (Records of Public School Districts)
- ☑ Schedule TX (Records of Property Taxation)
- ☑ Schedule UT (Records of Utility Services)

2. *If any records control schedules or amendments have been filed with the commission,* I also hereby declare that those schedules or amendments:

- ◉ are superseded by this declaration.
- ○ are not superseded by this declaration. I understand that, in the event of a conflict between the previously filed records control schedules or amendments and the schedules adopted by this declaration, the longer retention period shall apply.

Name and Title: Hilda Pedraza, City Clerk

Signature: _____ Date: _____

Section 3 TEXAS STATE LIBRARY ACCEPTANCE (to be completed by Texas State Library)

This Declaration of Compliance has been accepted for filing pursuant to Local Government Code §203.043(a). A record appearing on a schedule issued by the commission (as checked above) may be disposed of at the expiration of its retention period without additional notice to the Director and Librarian, subject to the provisions of Local Government Code §203.041(d).

Name and Title: _____

Signature: _____ Date: _____

Instructions for Completing Form SLR 508

PURPOSE: *State law requires that each local government that wishes to have the authority to destroy records must submit to the Texas State Library and Archives Commission records control schedules listing the records created or received by the local government and retention periods for the records. Form SLR 508 may be used by a local government who wishes to adopt the records retention schedules promulgated by the commission in lieu of filing records control schedules with the commission.*

SECTION 1: SUBMISSION OF DATA

Field 1 Enter the complete name of the local government (e.g., City of Amarillo, Brownsville ISD, Brazos County, Harris County Municipal Utility District #25, Tarrant County Constable Pct. 4).

Fields 2-4 Enter the contact information for the Records Management Officer.

SECTION 2: LOCAL GOVERNMENT CERTIFICATION

Field 1 Check the boxes next to the Local Schedules with which your government will comply. If you are not sure which Local Schedules to adopt, please contact the State and Local Records Management Division.

Schedule CC is for use by county clerks, county surveyors, and local registrars.
Schedule DC is for use by district clerks.
Schedule EL is for use by any entity with records of elections and voter registration.
Schedule GR includes records such as meeting minutes, personnel files, and accounting records, and is for use by all local governments.
Schedule HR is for use by local health units and departments, public health districts, public hospitals, animal control departments, and animal shelters.
Schedule JC is for use by public junior colleges.
Schedule LC is for use by justice and municipal courts.
Schedule PS is for use by public safety agencies.
Schedule PW is for use by counties, municipalities, and any local government entity with records of public works and other government services (including, but not limited to: veterans service officers, soil and water conservation districts, public libraries, airports, social services, and planning and zoning offices).
Schedule SD is for use by public school districts, open-enrollment charter schools, and other educational districts and cooperatives.
Schedule TX is for use by appraisal districts and tax offices of taxing units.
Schedule UT is for use by public utilities (water districts and local government-owned water and wastewater, solid waste, electric, and gas utility departments).

Field 2 If no previous records control schedules have been filed with the commission, leave blank.
a. Choose “are superseded” if you would like for this declaration to replace a records control schedule previously filed with the commission.
b. Choose “are not superseded” if you would like any previously filed records control schedule to remain in effect.

Signature Declarations must be signed by the designated records management officer of the local government or elective county office. Declarations not signed by the records management officer will be returned for re-submission. Local Government Code, §203.041(a)(2)

SECTION 3: DO NOT WRITE IN THIS FIELD. TSLAC USE ONLY.

SUBMISSION: Mail to the address at the bottom of the form. The form may not be filed electronically. A copy of this form indicating its acceptance for filing will be returned to the records management officer.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: April 27, 2018
MEETING DATE: May 7, 2018

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance relating to On-Site Queuing Requirements. ***(2nd 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:

Rita Galvan	Created/Initiated - 04/27/2018
Roland Gomez	Approved - 05/01/2018
Melanie Cano	Approved - 05/01/2018
Patricia Rigney	Approved - 05/03/2018
City Management Office	Final Approval - 05/04/2018

EXISTING DRIVE THROUGH ESTABLISHMENTS

How to make lines go faster to prevent long lines:

- Provide small flyers to customers to call in the order ahead of time (if they sell food).
- Have more employees attending and process payments faster (paying items takes more time to process)
- Have a parking agreement with adjacent property owners for waiting area's if available.
- Have employees ring up orders with tables & charge them once they order.
- May use a call ahead option and have an attendant bring it out once customer arrives. (If customer uses this option they can get % off order)
- Use a delivery service.
- Mobile apps.
- Limit Menus or items and no special made orders.
- Limiting hours/opening up at non-peak traffic hours.
- Limit number of parking spaces employees use, to designate additional waiting areas.

INCENTIVES:

- EDC assistance to acquire property and offer Permit Rebates and assistance with 25% of cost for public improvements.
- Helping them purchase adjacent property. May purchase land concurrent/adjacent land to property to be used for ordering or parking of drive thru customers.
- Parking agreements
- EDC grants just for drive-thru's.
- Technology training – ipads, apps, etc. they can use to make the lines go faster. EDC/IT workshop
- Helping them purchase the technology

O-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;

Type of Drive-Through	Minimum Number of Queuing Spaces	Location of Head of Queuing Lane
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 #: 6.C.
DATE SUBMITTED: May 1, 2018
MEETING DATE: May 7, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2017-41 for budget amendments to the Fiscal Year 2017-2018 Budget. ***(Adoption on 1st Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: In order to be transparent and to reflect proper budgetary activity, City is required to amend its Budget any time there is an increase of appropriations due to increase of revenues or available resources. This is to be in compliance with GFOA, Auditing requirements and Texas Local Government Code .

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 05/01/2018
Karla Moya	Approved - 05/01/2018
Patricia Rigney	Approved - 05/03/2018
City Management Office	Final Approval - 05/04/2018

CITY OF PHARR, TEXAS
BUDGET YEAR 17/18- BUDGET AMENDMENT # 3
DETAILED AMENDMENT ACTIVITY
APRIL 2018

FUND	DEPT	ACCOUNT	ACCOUNT NAME			REF	Description
							GENERAL FUND
REVENUES:							
01	4	4886	Transfer In-PEDC	$	492,000		To remove transfer in budgeted amount for Infrastructure incentive already budgeted in Utility Fund
			Total Revenues (Increase)/Decrease	**$**	**492,000**		
EXPENDITURES:							
Non-Departmental:							
01	51000	11XX	Salaries and benefits	$	37,000		To reclassify Community Outreach Liaison from Police Department to Administration and to allocate for 5 months an increase base pay to $60,000.
01	51000	11XX	Salaries and benefits	$	8,000		To reclassify Community Outreach Liaison from Police Department to Administration and to allocate for 5 months an increase base pay to $60,000.
01	51200	11XX	Salaries and benefits	$	(37,000)		To reclassify Community Outreach Liaison from Police Department to Administration and to allocate for 5 months an increase base pay to $60,000.
01	51700	5510	Animal Control	$	100,000		To adjust amount originally under budgeted for Animal Control contractual services
01	51700	3301	Building and Equipment	$	(45,000)		To adjust amount originally under budgeted for Animal Control contractual services
01	51700	11XX	Salaries and benefits	$	(42,000)		To reclassify job title from Right of Way Foreman to Storm Water Code enforcement officer. No Change in Pay.
01	51700	11XX	Salaries and benefits	$	42,000		To reclassify job title from Right of Way Foreman to Storm Water Code enforcement officer. No Change in Pay.
01	51800	11XX	Salaries and benefits	$	(68,300)		To reclassify job title from System administrator to System and Security Manager. No Change in Pay.
01	51800	11XX	Salaries and benefits	$	68,300		To reclassify job title from System administrator to System and Security Manager. No Change in Pay.
01	51800	11XX	Salaries and benefits	$	(69,100)		To reclassify job title from Tech Support Manager to Tech and Network Manager. No change in Pay.
01	51800	11XX	Salaries and benefits	$	69,100		To reclassify job title from Tech Support Manager to Tech and Network Manager. No change in Pay.
01	51800	8804	Other Equipment	$	41,000		To allocate City application, Wi-Fi upgrades , Mobile Application and Wiring Upgrades for the Aquatic Park Concession
01	52200	11XX	Salaries and benefits	$	60,000		To allocate funds for staff for the month of September 2018 for proposed After School Program including benefits
01	52200	8804	Other Equipment	$	76,000		To allocate funds for purchase of equipment and supplies for new proposed After School Program
01	53000	9950-4	Economic Development Incentive	$	(492,000)		To remove budgeted amount for Infrastructure incentive already budgeted in Utility Fund
01	53000	99XX	PHFC Apartments	$	111,000		To allocate funds to lend to Jackson Place Apartments to cover remaining playground equipment to be built.
01	53000	99XX	Employee Annual Buy Out	$	100,000		To reallocate funds for Employee Benefit Annual Leave Buy Out program
01	53000	9913	Engineering	$	(100,000)		To reallocate funds for Employee Benefit Annual Leave Buy Out program
			Total Expenditures Increase/(Decrease)	**$**	**(141,000)**		

NET EFFECT ON GENERAL FUND: **$ 351,000** **<-------Cash on Hand**

							BRIDGE
REVENUES:							
			Total Revenues (Increase)/Decrease	**$**	**-**		
EXPENSES:							
70	51000	5502	Advertising	$	52,000		To allocate additional funds needed for promotional items for Bridge
70	51000	5505	Dues and Publications	$	9,500		To allocate additional funds needed for AMHPAC Sponsorship and Agencies Aduanales
70	51000	5505	Dues and Publications	$	25,000		To allocate funds for CANACAR sponsorship and marketing
70	51000	5505	Dues and Publications	$	23,000		To allocate funds for CAAAREM sponsorship and marketing
70	51000	5530	Contractual Services	$	41,000		To allocate funds for promotional video including new projects
70	51000	5530	Contractual Services	$	50,000		To allocate funds for STAC Overtime
70	51000	5503	Training and Travel	$	50,000		To allocate funds for additional pending travel in United States and Mexico for conferences, committee meetings and trade delegations
70	51000	2208	Other Operating Supplies	$	30,000		To allocate funds to cover for Bridge Connect, trade events, customer appreciation mixers and meetings
70	51000	2208	Other Operating Supplies	$	100,000		To carry forward funds remaining from FY 2016-2017 to allocate to other operating supplies
70	51000	9904	Lobbying Fees	$	162,000		To carry forward funds remaining from FY 2016-2017 to allocate to lobbying fees
70	51000	9905	Legal	$	(26,400)		To reallocate funds to cover for other operating supplies
70	51000	5536	Bridge Discounts	$	(30,000)		To reallocate funds to cover for Bridge Connect, trade events, customer appreciation mixers and meetings
			Total Expenditures Increase/(Decrease)	**$**	**486,100**		

NET EFFECT ON BRIDGE **$ 486,100** **<-------Cash on Hand**

PEDC						
REVENUES:						
			Total Revenues (Increase)/Decrease	**$ -**		
EXPENSES:						
86	51000	11XX	Salaries and Benefits	$ 26,000		To reclassify position from Adm. Assistant to Executive Adm. Assistant and to allocate increase base pay to $40,000 for the remianing 5 months.
86	51000	9980	Transfer Out-GF	$ (492,000)		To remove budgeted amount for Infrastructure incentive already budgeted in Utility Fund
86	51000	9999	Incentives	$ 492,000		To remove budgeted amount for Infrastructure incentive already budgeted in Utility Fund
			Total Expenditures Increase/(Decrease)	**$ 26,000**		

NET EFFECT ON PEDC **$ 26,000** **<-------Cash on Hand**

CITY OF PHARR

SUMMARY OF EFFECT OF BUDGET AMENDMENTS

FY 2017-2018

	FY 2017-2018 ORIGINAL BUDGET	AMENDMENT No. 1	AMENDMENT No. 2	PROPOSED AMENDMENT No. 3	FY 2017-2018 CURRENT BUDGET
GENERAL FUND					
General Tax Revenue	$ 29,485,700	$ -	$ (275,000)		$ 29,210,700
Gross Receipts	2,430,000	-			2,430,000
Revenue Producing Facilities	4,960,100	-			4,960,100
Fines and Fees	1,786,000	-			1,786,000
Licenses and Permits	802,100	-			802,100
Charges for Current Services	1,028,700	-			1,028,700
Debt Proceeds	11,481,500	5,058,500	2,676,100		19,216,100
Lease Proceeds	2,438,700	-			2,438,700
Transfers/Others	11,443,800	(2,900,000)	790,000	(492,000)	8,841,800
Total Revenues	65,856,600	2,158,500	3,191,100	(492,000)	70,714,200
City Manager's Office	1,359,700	(56,800)	110,000	45,000	1,457,900
Finance Department	646,800	63,000	23,000		732,800
Police Department	14,510,800	-	736,000	(37,000)	15,209,800
Purchasing	248,900	28,000	30,000		306,900
Municipal Court	554,700	-			554,700
Fire Protection	7,364,900	19,700	50,000		7,434,600
Street Maintenance	4,756,700	-		55,000	4,811,700
Information Technology	1,868,900	-	(48,000)	41,000	1,861,900
Media	310,900	-			310,900
Municipal Library	1,546,500	-			1,546,500
Parks & Recreation	4,674,100	-	21,000	136,000	4,831,100
Communications	1,184,500	9,000			1,193,500
Human Resources	633,400	-	7,000		640,400
Planning & Community Development	2,064,800	-			2,064,800
Engineering	615,800	-			615,800
Transfers Out	17,335,100	2,358,500	2,676,100		22,369,700
Non-Departmental	7,269,200	(42,900)	186,000	(381,000)	7,031,300
Total Expenditures	66,945,700	2,378,500	3,791,100	(141,000)	72,974,300
Net Revenues Over /(Under) Expenditures	**$ (1,089,100)**	**$ (220,000)**	**$ (600,000)**	**$ (351,000)**	**$ (2,260,100)**
			$ -		

ORDINANCE NO: O-2017-54

AN ORDINANCE AMENDING ORDINANCE O-2017-41; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

WHEREAS, the Board of City Commissioners has adopted a budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018, and has filed same with the City Clerk, and complied with all procedures required by law; and

WHEREAS, state law requires that the governing body adopt an Ordinance, and the city charter requires that such an amendment take be approved by ¾ vote of the members of the Board.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2017 and ending September 30, 2018, as presented to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects in need of amendment for said fiscal year.

SECTION 2: That the net sum of -$141,000 expenditures is hereby appropriated out of expenditures and -$492,000 revenues of the general fund with a net effect of uses of $351,000 from available resources. The purpose is included in the attached documents.

SECTION 3: That the net sum of $486,100 expenditures is hereby appropriated out of expenditures and -0- revenues of the Bridge Fund. Expenditures will be appropriated with available resources. The purpose is included in the attached documents.

SECTION 4: That the net sum of -$26,000- expenditures is hereby appropriated out of the PEDC Fund. The purpose is included in the attached documents.

SECTION 5: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

SECTION 6: Repealing Clause

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

SECTION 7: Severability Clause

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 8: Publication Effective Date

This ordinance shall be published after its passage and approval and shall take effect and be enforced from and after ten (10) days following such publication in the official newspaper.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 7th of May, 2018.

CITY OF PHARR

_____
Ambrosio Hernandez

ATTEST:

_____
Hilda Pedraza, City Clerk

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.D.
DATE SUBMITTED: April 19, 2018
MEETING DATE: May 7, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing City Clerk and Assistant City Clerk.

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: As per City Charter Article III Sec. 3, the Pharr Board of Commissioners shall appoint/re-appoint a City Clerk and Assistant City Clerk every two (2) years.

On May 16, 2016, Hilda Pedraza was re-appointed City Clerk and Imelda Barrera Assistant City Clerk.

Financial Consideration:

Staff Recommendation: Staff recommends re-appointments.

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 04/19/2018
Patricia Rigney	Approved - 04/23/2018
City Management Office	Final Approval - 05/04/2018

STATE OF TEXAS 0

COUNTYOF HIDALGO 0 **RESOLUTION**
NO: R-2018-____

CITY OF PHARR 0

WHEREAS, the City Clerk is the chief clerical officer of the City of Pharr, Texas, and performs such duties as may be assigned by 1) the City Manager of the City of Pharr, Texas, 2) as required by the Charter of the City of Pharr, Texas, 3) as stated in Vernon's Annotated Civil Statutes, and 4) as generally delegated to City Clerk in Home Rule Municipalities (but nevertheless in accordance with the Charter and Ordinances of the City of Pharr, Texas); and

WHEREAS, Article III, Section 3 of the City Charter requires that the Board of Commissioners appoint a City Clerk and Assistant City Clerk who shall hold office for a term of two (2) years; and

WHEREAS, the City Clerk and Assistant City Clerk for the City of Pharr, Texas, shall receive a salary for their services as may be from time to time set forth in the Budget of the City of Pharr, Texas.

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

_____ shall be and is hereby appointed as City Clerk for the City of Pharr, Texas, and that _____ shall be and is hereby appointed Assistant City Clerk for the City of Pharr, Texas, for the term of two (2) years or until their successors are appointed and qualified, unless terminated sooner in accordance with the law.

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this the ____day of May, 2018.

CITY OF PHARR

_____
AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: May 2, 2018
MEETING DATE: May 7, 2018

FROM: Elva Guajardo, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Resolution appointing one member to 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: Board member Rebecca Lizcano has resigned from the board due to health reasons; thus the reason to appoint a new board member.

Financial Consideration: N/A

Staff Recommendation: City Commission appoint a new board member.

Alternatives: N/A

ROUTING:

Elva Guajardo	Created/Initiated - 05/02/2018
Sergio Alanis	Approved - 05/03/2018
City Management Office	Final Approval - 05/04/2018

THE STATE OF TEXAS §

R E S O L U T I O N

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 resignation of board member Rebecca Lizcano; 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 7th day of May, 2018.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: April 19, 2018
MEETING DATE: May 7, 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 to approve the list as presented

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 04/19/2018
Omar Anzaldua	Approved - 05/03/2018
Sandra Zamora	Approved - 05/04/2018
Patricia Rigney	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

PROJECT #1718-01-528-S001-362												
			GRADING CRITERIA									
Firm Name	FIRM OFFICE LOCATION	GENERAL CIVIL	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)	Presentation-Submittal Quality of document/oral presenation 10 pts	Total Score 100 pts (Max)	Rank	Notes
Halff Associates	McAllen, TX	X	15	18	18	24	5	5	10	95	1	
Landtech, Inc	Mission, TX	X	14	17	18	24	5	5	10	93	2	
R-Gutierrez Engineering	Pharr, TX	X	14	17	18	25	5	5	8	92	3	
Doucet & Associates	Austin, TX	X	13	16	20	22	5	5	10	91	4	
Civil Systems Engineering (CSE)	Harlingen, TX	X	14	17	20	22	4	5	8	90	5	
International Consulting Engineers (ICE)	Edinburg, TX	X	13	18	18	22	5	5	8	89	6	
Perez Consulting Engineers (PCE)	McAllen, TX	X	14	18	16	23	4	4	9	88	7	
S&B Infrastructure	McAllen, TX	X	14	16	16	23	5	5	8	87	8	
Entech	Houston, TX	X	12	15	20	23	4	4	8	86	9	
BTI	McAllen, TX	X	13	16	17	22	5	5	7	85	10	
TEDSI	Mission, TX	X	13	17	17	23	5	4	4	83	11	
Javier Hinojosa Engineering	McAllen, TX	X	13	16	16	21	4	4	8	82	12	
Ambiotec	Brownsville, TX	X	10	12	15	20	5	5	9	76	13	
Hanson	Brownsville, TX	X	10	15	15	20	4	4	7	75	14	
Sames Engineering	McAllen, TX	X	10	15	15	20	4	4	6	74	15	
Dannenbaum Engineering	McAllen, TX	X	10	12	15	15	5	5	7	69	16	**Disqualified**
Intelligent Engineering Services	McAllen, TX	X	12	12	15	15	4	4	6	68	17	
M Garcia Engineering	McAllen, TX	X	10	16	14	15	3	3	5	66	18	
SDI	Edinburg, TX	X	10	12	13	16	3	3	4	61	19	
Strada Engineering and Consulting	McAllen, TX	X	9	12	11	14	4	4	7	61	20	**Disqualified**
Cruz Hogan	McAllen, TX	X	10	15	15	5	3	3	4	55	21	
South Texas Infrastructure Group (STIG)	Mission, TX	X	10	10	10	12	3	3	4	52	22	**Disqualified**
Quintanilla Headly & Associates	Edinburg, TX	X	**Non-Responsive (Did Not Meet Submittal Requirements)**							0	23	**Disqualified**
SWG Engineering	Weslaco, TX	X	**Non-Responsive (Did Not Meet Submittal Requirements)**							0	24	**Disqualified**
Urban Infrastructure Group	Donna, TX	X	**Non-Responsive (Did Not Meet Submittal Requirements)**							0	25	**Disqualified**
Total	**25**	**25**										

PROJECT #1718-01-528-S001-362												
			GRADING CRITERIA									
Firm Name	FIRM OFFICE LOCATION	TRAFFIC ENGINEERING	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)	Presentation-Submittal Quality of document/oral presenation 10 pts	Total Score 100 pts (Max)	Rank	Notes
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	**Disqualified**
Urban Infrastructure Group	Donna, TX	X	**Non-Responsive (Did Not Meet Submittal Requirements)**							0	8	**Disqualified**
Total	**8**	**8**										
		4										

PROJECT #1718-01-528-S001-362												
			GRADING CRITERIA									
Firm Name	FIRM OFFICE LOCATION	CONSTRUCTION ENGINEERING (CEI)	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)	Presentation-Submittal Quality of document/oral presenation 10 pts	Total Score 100 pts (Max)	Rank	Notes
Hallf Associates	McAllen, TX	X	15	18	17	24	5	5	10	94	1	
Civil Systems Engineering (CSE)	Harlinen, 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	**Disqualified**
Total	**11**	**11**										

PROJECT #1718-01-528-S001-362												
			GRADING CRITERIA									
Firm Name	FIRM OFFICE LOCATION	STRUCTURAL ENGINEERING	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)	Presentation-Submittal Quality of document/oral presenation 10 pts	Total Score 100 pts (Max)	Rank	Notes
Hallf Associates	McAllen, TX	X	15	18	17	24	5	5	10	94	1	
ERO Architects	McAllen, TX	X	13	18	20	22	5	5	10	93	2	
Chanin	McAllen, TX	X	14	18	17	23	5	5	10	92	3	
International Consulting Engineers (ICE)	Edinburg, TX	X	14	18	18	22	5	5	8	90	4	
Green, Rubiano & Associates	Harlingen, TX	X	14	18	17	23	5	5	6	88	6	
S&B Infrastructure	McAllen, TX	X	14	16	16	23	5	5	8	87	5	
Hanson	Brownsville, TX	X	10	15	15	20	4	4	7	75	7	
Dannenbaum Engineering	McAllen, TX	X	10	12	15	15	5	5	7	69	8	**Disqualified**
Intelligent Engineering Services	McAllen, TX	X	12	12	15	15	4	4	6	68	9	
Casa Engineering	Harlingen, TX	X	Non-Responsive (Did Not Meet Submittal Requirements)							0	10	**Disqualified**
Total	10	10										

PROJECT #1718-01-528-S001-362												
			GRADING CRITERIA									
Firm Name	**FIRM OFFICE LOCATION**	**MEP**	**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)**	**Presentation-Submittal Quality of document/oral presenation 10 pts**	**Total Score 100 pts (Max)**	**Rank**	**Notes**
Hallf Associates	McAllen, TX	X	15	18	17	24	5	5	10	94	1	
Ethos	Harlingen, TX	X	12	17	20	24	5	5	9	92	2	
MEP Solutions	McAllen, TX	X	14	17	18	24	5	5	8	91	3	
A&G Engineering	Pharr, TX	X	13	18	20	20	5	5	9	90	4	
S&B Infrastructure	McAllen, TX	X	14	16	16	23	5	5	8	87	5	
DBR	McAllen, TX	X	10	12	15	20	5	5	8	75	6	
RO Engineering	Edinburg, TX	X	**Non-Responsive (Did Not Meet Submittal Requirements)**							0	7	**Disqualified**
SigmaHN	McAllen, TX	X	**Non-Responsive (Did Not Meet Submittal Requirements)**							0	8	**Disqualified**
Total	**8**	**8**										

PROJECT #1718-01-528-S001-362												
			GRADING CRITERIA									
Firm Name	FIRM OFFICE LOCATION	ELECTRICAL ENGINEERING	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)	Presentation-Submittal Quality of document/oral presenation 10 pts	Total Score 100 pts (Max)	Rank	Notes
Hallf Associates	McAllen, TX	X	15	18	17	24	5	5	10	94	1	
Ethos	Harlingen, TX	X	12	17	20	24	5	5	9	92	2	
S&B Infrastructure	McAllen, TX	X	14	16	16	23	5	5	8	87	3	
DBR	McAllen, TX	X	10	12	15	20	5	5	8	75	4	
Total	**4**	**4**										

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.
DATE SUBMITTED: April 19, 2018
MEETING DATE: May 7, 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 approving the list as presented

Alternatives: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 04/19/2018
Omar Anzaldua	Approved - 05/03/2018
Sandra Zamora	Approved - 05/04/2018
Patricia Rigney	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

PROJECT #1718-01-528-S001-362										
		GRADING CRITERIA								
Firm Name	Firm Location	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)	Avg. Total Score 100 pts (Max)	RANK	Notes
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	
Hallf 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	**Disqualified**
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	Abiline, 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	**Disqualified**
Guzman & Munoz	Mercedes, TX	**Non Responsive(Did not follow Submittal Requirements)**						0	23	**Disqualified**
LeFevre Engineering	Mcallen, TX	**Non Responsive(Did not follow Submittal Requirements)**						0	24	**Disqualified**
Quintanilla Headly & Associates	Edinburg, TX	**Non Responsive(Did not follow Submittal Requirements)**						0	25	**Disqualified**
SWG Engineering	Weslaco, TX	**Non Responsive(Did not follow Submittal Requirements)**						0	26	**Disqualified**
Urban Infrastructure Group	Donna, TX	**Non Responsive(Did not follow Submittal Requirements)**						0	27	**Disqualified**
Vasquez Surveying Inc.	Mcallen, TX	**Does Not meet Qualifications (Surveying Firm)**						0	28	**Disqualified**
Total	**28**									

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: May 3, 2018
MEETING DATE: May 7, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group Architects, Inc. for Professional Architectural Services for the Conceptual Design and Master Planning of the Fire Fighthers Park adjacent to Fire Station No. 1. (Project #1718-01-522-S007-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Architectural Services with The Warren Group Architects, Inc. for the Conceptual Design and Master Planning for the Fire Fighthers Park adjacent to Fire Station No. 1.

Financial Consideration: Architectural Fee for this phase is approximately $6,000

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with The Warren Group Architects, Inc. for Professional Architectural Services for the Conceptual Design and Master Planning for the Fire Fighthers Park adjacent to Fire Station No. 1.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 05/03/2018
Omar Anzaldua	Approved - 05/03/2018
Sandra Zamora	Approved - 05/03/2018
Karla Moya	Approved - 05/03/2018
Patricia Rigney	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **The Warren Group Architects Inc.**, (hereafter referred to as "ARCHITECT"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ARCHITECT is hereby authorized to perform professional services in connection with the Master Planning of a new **Firefighters Park** hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Firefighters Park**

Project Location: Pharr, TX

Section 1

General Scope of Services
and
Project Description

This agreement is based on providing the following services for the Project as described in **Exhibit A – Scope of Services**. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *ARCHITECT acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 ARCHITECT will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ARCHITECT's liabilities hereunder in insurance coverage as mentioned above and ARCHITECT waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

(1) *General Liability Coverage.* Architect shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2) *Automobile Liability Coverage.* Architect shall maintain automobile liability insurance in an amount not less than $1,000,000 combined single limit for each occurrence, for bodily injury and property damage.

(3) *Workers' Compensation and Employer's Liability Coverage*. Architect shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than $1,000,000 per occurrence, for any and all persons employed by Architect in connection with the performance of services under this Agreement.

(4) *Professional Liability Coverage.* Architect shall maintain professional errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Architect and/or any of Architects agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.

(4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.

(a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.

(c) *Verification of coverage.* Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The ARCHITECT shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ARCHITECTs, directors, members, managers, employees, and CLIENT's

Architects from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ARCHITECTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ARCHITECT agrees that it shall, at ARCHITECT's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorney's fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ARCHITECT's negligence and/or the negligence of ARCHITECT's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in **Exhibit B- Work Schedule** or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ARCHITECT without cause; the ARCHITECT shall be paid the reasonable value of services performed by the ARCHITECT prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ARCHITECT's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ARCHITECT shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and ARCHITECT. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **($6,000) Six Thousand Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ARCHITECT which are

directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ARCHITECT of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ARCHITECT and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ARCHITECT in the event one or more of the following conditions are in existence:

8.2 ARCHITECT is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ARCHITECT a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ARCHITECT and provided ARCHITECT a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ARCHITECT has failed to make payment promptly to Architects or other third parties used in connection with the services for which CLIENT has made payment to ARCHITECT;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ARCHITECT with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ARCHITECT hereunder unless and until ARCHITECT, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ARCHITECT of any its obligations hereunder with respect thereto;

8.7 ARCHITECT shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 ARCHITECT acknowledge that ARCHITECT's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ARCHITECT shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ARCHITECT under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ARCHITECT shall be fully responsible to CLIENT for all acts or omissions of the sub-Architect (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, ARCHITECT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ARCHITECT and upon approval thereof by CLIENT, CLIENT shall pay to ARCHITECT the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ARCHITECT except those previously made in writing and identified by the ARCHITECT as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ARCHITECT or to any other party. The ARCHITECT may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ARCHITECTARCHITECT harmless from

any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ARCHITECT agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ARCHITECT's experience and abilities with respect to performing the Services. ARCHITECT represents to with CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The ARCHITECT represents, covenants and agrees that the person directly in charge of the professional ARCHITECT work is duly registered under applicable Texas Law.

11.3 ARCHITECT shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ARCHITECT shall not relieve ARCHITECT from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ARCHITECT's service hereunder.

11.4 The CLIENT and ARCHITECT agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ARCHITECT. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ARCHITECT. ARCHITECT shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ARCHITECT shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ARCHITECT. The CLIENT will provide ARCHITECT information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 WHERE a change order to the construction contract is caused by a design error or omission committed by ARCHITECT and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ARCHITECT shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] – [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ARCHITECT shall not be required to reimburse CLIENT if cumulative cost of design error change order (s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and ARCHITECT and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

The Warren Group Architect,
1801South 2nd Street, Ste 330
McAllen, TX 78503

Laura N. Warren, AIA
ARCHITECT

By:_____
Signature

ARCHITECT

SIGNED on this the _____ day of _____, 20 ____.

_____
Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

April 19, 2018

Omar Anzaldua, Jr. PE, CFM, PMP
City Engineer
City of Pharr
118 S. Cage Blvd. 1st. Floor
(956) 540-9122 O
omar.anzaldua@pharr-tx.gov

Office (956) 402-4550
Fax (956) 781-3102

Re: PROFESSIONAL SURVEY AND MASTER PLAN SERVICES
Fire Fighters Park and Event Center Survey
1901 North Fir
Pharr, Texas 78577

Dear Mr. Anzaldua:

Our team greatly appreciates the continued opportunity in working with you and the great City of Pharr. As requested, following is our proposal of services for the Survey and Master Plan Services of your existing facility and Corner lot located on 1901 North Fir Pharr, Texas 78577. This proposal is based on the following understandings and assumptions and if you wish to make any revisions to the assumptions we have made, I would be happy to adjust our proposal accordingly.

| UNDERSTANDINGS AND ASSUMPTIONS:

- This proposal includes two separate fee costs to provide an Architectural Survey of the facility and Master Plan services with Phasing options. Once a Master Plan option and Phasing scheme or portion has been selected, a Proposal for Construction Document Design Services and Construction Phase Services will follow.
- We are providing in our proposal a list of the services that may be applied after the Master Plan has been approved. Please note that no fee is provided at this time as these will be provided under a separate contract.
- The Master Plan will include the design of the renovations of the existing fire Station to include:
  a. Retain an open area for multi-purpose activities and can double as Fire Engine storage when not in use.
  b. Public restrooms. The restrooms will be designed to have double access from the inside and outside of the building with the intent of being to close the side of access as needed.
  c. Gas operated Fire pit/cooking area.
  d. Additional Parking for Facility users.

- The Master Plan will include the design of a public park to be located on the 0.55 acre corner lot south of the existing Fire Station. The Site will be designed to include:
  a. Jogging/walking track
  b. Children's play station. The Play feature is to have Firetruck elements.
  c. Covered Pavillion. This structure will feature local materials and regional design.
- The façade of the renovated building is to be renovated to mimic the style of the new Fire Station to be located north of the existing facility. We will revise the façade one time as part of the base fee to incorporate review comments. Once approval is received, we will develop an exterior tridimensional color rendering.
- Any additional revisions can be provided under additional services.
- This proposal includes Architectural, Design Services at this time.
- This proposal excludes Mechanical, Electrical, Plumbing, Civil, and Irrigation Design Services.
- This proposal excludes Geo-technical Engineering-Soil Testing Services (not needed).
- This proposal excludes Environmental (Asbestos, air quality, etc) Testing Services.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

| ARCHITECTURAL SURVEY: $ 0.65 per S.F. (Minimum $800)

The Warren Group Architects will visit the site and Survey the existing facility to determine and document existing conditions. We will then prepare CADD files to develop the space-planning requirements for your new office finish-out.

We propose to provide the following scope of services for this project for the stipulated sum fees for each phase respectively.

| SCHEMATIC DESIGN-MASTER PLAN Stipulated sum fee of $5,200.00

Floor Plans of amenities
Area Tabulations
Material Sample boards
One revision provided
Preliminary Code Review
Elevation Concepts
Tridimensional Color Rendering

Based on Owner provided property survey and project information, preliminary floor plans of the project will be provided to Owner. The floor plans will be designed to provide phasing options. Our team will provide a preliminary applicable code compliance for ADA, TAS, IBC and NFPA 101. The design will be done to maximize the seating and multiple event use of the building. Our team willl meet with the City of Pharr authorized representatives for review Schematic Design and discussion. Our team will develop exterior elevations and materials sample boards. We will submit this package for review and approval. After the elevations have been approved, we will develop an exterior tri-dimensional rendering.

| DESIGN DEVELOPMENT To be provided under separate proposal.

Based on the approved schematic design, we will prepare a Design Development CADD Package to be used for preliminary pricing of the project. This package will include building dimensional floor plan, exterior elevations, and an outline specification for the approved concept. We will submit this package for Owner review and to a contractor of your choice for preliminary pricing. If design adjustments need to be made to meet the budget objectives, we will provide one revision to this package within basic services upon request by the Owner.

1) An Architectural Design Development CADD package to be used for preliminary pricing of the project. This package will include:
    a. Coordination with MEP drawings, and Interior Design
    b. An outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions.
    c. Structural, Mechanical, Electrical and Plumbing progress drawings and outline specifications.

2) We will submit this package for Owner review and approval. When design adjustments need to be made to meet the budget objectives, our team will provide revisions to this package upon request by the Owner.

| CONSTRUCTION DOCUMENTS: To be provided under separate proposal.

Based on approved Architectural Design Development drawings, The Warren Group will prepare:

1) Construction documents for the project as required for the permitting and construction of the project.
2) Architectural plans, Interior Design plans, Mechanical, Electrical, Plumbing drawings and specifications for the purpose of final pricing, permitting and construction of the project.
3) We will assist the Owner to identify and Pre-qualify General Contractors for the Bidding of the Project.
4) Structural Engineering documents will include slab-on-grade foundation, framing plans, and associated foundation and framing details based on Geotechnical Soils Report.
5) Be available for clarifications or to answer questions which may arise from Owner's negotiations with prospective contractors.

| CONSTRUCTION PHASE SERVICES: To be provided under separate proposal.

The Warren Group will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis:

- Attend a Pre-Construction meeting
- Review Requests for Information (RFI)
- Review and evaluate shop drawings
- Conduct a substantial complete inspection
- Prepare a "punch list" to determine final completion of contract
- Conduct a final inspection and report on the completion of the project

| ADDITIONAL SERVICES: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined. Please note: <u>NO ADDITIONAL SERVICES ARE PROVIDED UNLESS APPROVED IN WRITING BY THE OWNER:</u>

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Furniture Plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports and contractor correspondence.
- Prepare as-built drawings for the project.

| HOURLY FEE SCHEDULE:

Architectural services listed as hourly or requested in addition to the basic services listed above will be completed per our standard hourly fee schedule below or by separate proposal:

Principal	$200.00
Engineer and Associate	$150.00
Intern Architect	$95.00
Technical Assistant	$65.00
Clerical	$45.00

| REIMBURSABLE EXPENSES:

All reimbursable expenses associated with these services shall be invoiced as they are incurred at 1.10 times the actual cost. These expenses are in addition to the Architectural fees associated with the services performed. Such expenses may be travel expense, mileage (.505/mile), computer plotting, printing, photographs, reproduction work, photocopies, postage, delivery, long distance telephone calls, facsimile transmissions, parking, Engineering Consultants fees, etc.

In House Plot/Print Rates:
Computer Plots

Large scale prints -	30"x42" Black & white laser copies	$ 7.00/each
	30"x42" Original color prints	$ 45.00/each
	24" x 36" Black & white laser copies	$ 5.00/each
	24" x 36" Original color prints	$ 30.00/each
	11"x17" Original color prints	$ 15.00/each
	11"x17" Black & white prints	$ 3.00/each

| AGREEMENT

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement and a retainer fee of $2,500 to serve as authorization to proceed with services. The retainer fee will be applied towards the final payment of this contract.

Thank you again for the opportunity to submit this proposal.

Submitted by:

Ms. Laura N. Warren, AIA
Principal
The Warren Group Architects, Inc.

April 19, 2017
Date

Accepted by:

Mr. Sergio Alanis
Director
City of Pharr Parks and Recreations

Date

Cc: Juan Guerra
City of Pharr, City Manager

I. SCOPE

The Warren Group (hereinafter "Architect") agrees to perform the services described in the attached Letter of Proposal which incorporates these General Terms and Conditions. Unless modified in writing by the parties hereto, the duties of THE WARREN GROUP shall not be construed to exceed those services specifically set forth in the Letter of Proposal. The Letter of Proposal and these General Terms and Conditions, when executed by Mr. Omar Anzaldua P.E. PMP, CFM, City of Pharr , (hereinafter "Customer"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Customer agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at (1.5) percent per month from the date the Customer received the invoice until the date Architect receives payment. Such interest is due and payable when the overdue payment is made. Fee charges will be billed as specified in the attached Letter of Proposal.

III. REIMBURSIBLE EXPENSES (IF APPLICABLE)

Direct expenses will be invoices additional to fees at actual cost plus a service charge of (10.0) percent. Subcontracted consulting services will be billed at actual cost plus a service charge of (10.0) percent. Texas Accessibility Plan Review and Inspection Fees, if required, will also be submitted as a reimbursable expense.

IV. RESPONSIBILITY

Architect is employed to render a professional service only, and any payments made by Customer are compensation solely for such services rendered and recommendations made in carrying out the work. Architect shall follow the standard practices of the Architectural profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Architect shall act as agent of Customer. Architect's review or supervision of work prepared or performed by other individuals or firms employed by Customer shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident Architectural inspection provided by Architect is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Architect does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

V. SCOPE OF CUSTOMER SERVICES

Customer agrees to provide site access, and to provide those services described in the attached Letter Proposal's Scope of Work.

VI. INDEMNIFICATION

Architect agrees to indemnify and hold Customer harmless from damages, claims, demands, suits, causes of action, judgments, costs and expenses including reasonable attorney's fees and expenses resulting from:

1. Damage to property of any person, form, corporation or governmental agency, including property of Customer, and/or

2. Death of or injury to any person or persons, including employees of Customer, arising out of, and to the extent caused directly by, a negligent act or omission or willful misconduct of Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

In the event that Customer is found to be concurrently negligent, Architect shall not indemnify for the proportionate negligence of Customer, but shall indemnify for the portion of negligence solely attributable to Architect, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor, up to an aggregate amount for the project of $1,000,000. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. Customer may not assert any claim against Architect after the shorter of (1) 3 years from substantial completion of services giving rise to the claim, or (2) the statute of limitation provided by law.

Customer acknowledges Architect may perform work at facilities that may contain hazardous materials or conditions, and that Architect had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Customer, Customer agrees to indemnify, defend, and hold Architect harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Customer against Architect or Architect's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment to arise out of the sole negligence of Architect.

VII. INSURANCE

Architect shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than $1'000,000.00

2. Automobile bodily injury and property damage liability insurance with a limit of not less than $500,000.

3. Statutory workers' compensation and employers' liability insurance as required by state law.

4. Professional liability insurance.

VIII. SUBCONTRACTS

Architect shall be entitled, to the extent determined appropriate by Architect, to subcontract any portion of the work to be performed under this project.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Customer or Architect without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Customer and Architect as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Architect's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Architect's office performing the majority of the work for this project is located.

XII. SUSPENSION OF WORK

Customer may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the Customer make normal progress in the performance of the work impossible. Architect may request that the work be suspended by notifying Customer, in writing, of circumstances that are interfering with normal progress of the work. Architect may suspend work on the project in the event Customer does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XII.

XIII. TERMINATION OF WORK

Customer or Architect may terminate all or a portion of the work covered by the Agreement for its convenience. Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement by giving 7 days prior written notice from the party initiating termination to the other. Notice of termination shall be by certified mail with receipt returned to the sender. Architect will be compensated for all services, reimbursable expenses and additional services incurred up to and including the termination date.

XIV. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration, in any form, will not be allowed. Any claim(s), dispute(s) or other matter(s) in question between the parties to this Agreement arising out of or relating to this Agreement, or the breach thereof, which are not disposed by mutual agreement of the parties, shall be submitted, if agreed in writing by both parties, to mediation prior to submission of the matters in question to appropriate courts of law.

XV. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Owner agrees to limit the Architect and Consultants' liability for the Owner's damages to their total sum of fees paid respectively or a total liability limit amount of $1,000,000.00, whichever is less. This limitation shall apply regardless of the cause of action legal theory pled or asserted.

SUBMITTED BY:

Architect: THE WARREN GROUP ARCHITECTS, INC.

Signature: _____
Ms. Laura N. Warren, AIA

Date: April 19, 2018

APPROVED BY:

Customer: CTY OF PHARR - PARKS AND RECREATIONS

Signature: _____
Mr. Omar Anzaldua, P.E. CFM PMP
City Engineer
City of Pharr

Date: _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: May 3, 2018
MEETING DATE: May 7, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with R. Gutierrez Engineering Corporation for Professional Engineering Services for the addition of a Right Turn Lane and Center Median on Jackson Rd. between Kelly Ave and IH-2 Frontage Rd. (Project #1718-01-528-S006-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Engineering Services with R. Gutierrez Engineering Corporation for the for the addition of a Right Turn Lane and Center Median on Jackson Rd. between Kelly Ave and IH-2 Frontage Rd.

Financial Consideration: Engineering Fee Estimate $35,269

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with R.Gutierrez Engineering Corporation for Professional Engineering Services for the addition of a Right Turn Lane and Center Median on Jackson Rd. between Kelly Ave and IH-2 Frontage Rd.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 05/03/2018
Omar Anzaldua	Approved - 05/03/2018
Sandra Zamora	Approved - 05/03/2018
Karla Moya	Approved - 05/03/2018

Patricia Rigney	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

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

This AGREEMENT is between **R. Gutierrez Engineering Corporation.** (hereafter referred to as "ENGINEER"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ENGINEER is hereby authorized to perform professional services in connection with **Jackson Rd Right Turn Lane. and Center Median (Kelly Ave. to IH-2 Frontage)**., hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, Texas 78577

Project: **Jackson Rd Right Turn Lane. and Center Median (Kelly Ave. to IH-2 Frontage)**

Project Location: Pharr, Texas

Section 1

General Scope of Services
and
Project Description

This AGREEMENT is based on providing the following services for the Project as described in Exhibit A-Scope of Services. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: *ENGINEER acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this AGREEMENT the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this AGREEMENT. Any amendment to any term shall comply with provisions contained in this AGREEMENT related to changes of terms or conditions, or amendments thereof.

Section 3

Engineer Insurance and Indemnification

3.1 ENGINEER will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

(1) General Liability Coverage. Engineer shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.

(2) Automobile Liability Coverage. Engineer shall maintain automobile liability insurance in an amount not less than $1,000,000 combined single limit for each occurrence, for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Coverage. Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than $1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.

(4) Professional Liability Coverage. Engineer shall maintain professional errors and omissions liability insurance in an amount not less than $1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents,

employees, and personnel acting in furtherance of its services under this AGREEMENT.

(b) Endorsements. Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions to the extent applicable to each insurance policy:

(1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.

(3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.

(4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.

(a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.

(c) *Verification of coverage.* Engineer shall provide certificates of insurance with copies of original endorsements to CLIENT as evidence of the insurance coverage required by this AGREEMENT. Certificates of such insurance shall be filed with CLIENT before commencement of work by Engineer. At the request of CLIENT, Engineer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this AGREEMENT.

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and terminate automatically terminate at the completion of the project in accordance with the time schedule set forth in Exhibit B-Work Schedule or as otherwise allowed herein. Upon termination of the AGREEMENT, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ENGINEER without cause; the ENGINEER shall be paid the reasonable value of services performed by the ENGINEER prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ENGINEER's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ENGINEER shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or agreement prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until AGREEMENT is reached between CLIENT and ENGINEER. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to the budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this AGREEMENT, CLIENT shall provide written notification of its termination of the AGREEMENT, which shall be effective immediately upon notification. Upon termination of AGREEMENT, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 **Pre-Litigation Alternative Dispute Resolution Requirement**. Except under an anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in **Exhibit C-Fee Estimate**.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **($35,269) Thirty Five Thousand Two Hundred and Sixty Nine Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include

postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ENGINEER in the event one or more of the following conditions are in existence:

8.2 ENGINEER is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ENGINEER a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ENGINEER and provided ENGINEER a reasonable opportunity to cure; provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ENGINEER has failed to make payment promptly to Engineers or other third parties used in connection with the services for which CLIENT has made payment to ENGINEER;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ENGINEER with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ENGINEER hereunder unless and until ENGINEER, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ENGINEER of any its obligations hereunder with respect thereto;

8.7 ENGINEER shall promptly pay all bills for labor performed and materials furnished by others in connection with the performance of the services.

8.8 ENGINEER acknowledges that ENGINEER's skill and expertise is a material consideration for CLIENT entering into this AGREEMENT. ENGINEER shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ENGINEER under this AGREEMENT without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ENGINEER shall be fully responsible to CLIENT for all acts or omissions of the sub-consultant (s).

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

9.2 WAIVER. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this AGREEMENT or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ENGINEER except those previously made in writing and identified by the ENGINEER as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality

and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

11.3 The ENGINEER represents, covenants and agrees that the person directly in charge of the professional ENGINEER work is duly registered under applicable Texas Law.

11.4 The CLIENT and ENGINEER agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ENGINEER. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ENGINEER. ENGINEER shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ENGINEER shall keep documentation that such effort were made and will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ENGINEER. The CLIENT will provide ENGINEER information of their underground facilities.

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the project limits will be as follows: 1.) ENGINEER will contact known public and franchise utilities owners that serve the project area and request that such utilities owners provide record drawings identifying such utilities; 2.) ENGINEER will maintain documentation of contacts with utilities contacted and ENGINEER agrees to provide CLIENT with electronic copies of same upon request by the Client; 3.) ENGINEER/ENGINEER'S REPRESENTATIVE will visit the project location and use reasonable efforts to identify observed utilities and other visible markers which will be recorded on the project documentation; and 4.) ENGINEER will engage the services of a utility location service provider, which may be DIGTESS, and include the information provided by same in the project documentation. ENGINEER will use reasonable and customary efforts to identify known and observed underground utilities utilizing the methodologies identified above which will constitute a good faith effort by ENGINEER. CLIENT acknowledges that unknown, unidentified and unrecorded underground utilities that may be encountered during construction activities, assuming that ENGINEER has performed the steps identified above, shall be considered as unforeseen conditions.

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or

Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire AGREEMENT between the CLIENT and ENGINEER and may be modified only by AGREEMENT of both parties. All modifications will be in the form of an amended written AGREEMENT.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this AGREEMENT is illegal or unenforceable shall not affect the remaining portions of this AGREEMENT.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

R. Gutierrez Engineering Corporation
130 East Park Avenue
Pharr, TX 78577
Ramiro Gutierrez, P.E.

ENGINEER

By:_____
Signature

ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

_____
Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.

R. GUTIERREZ
ENGINEERING
CORPORATION

MAN HOUR ESTIMATE
JACKSON RD IH 2 E.B. FRONTAGE RD
RIGHT TURN LANE

5/2/2018

NO.	TASK AND DESCRIPTION	Principal	Project Manager	Engineer-In-Training	Sr. Design Tech	Design Tech	Construction Inspector	R.P.L.S.	3 Man Survey Crew	Clerical	TOTAL MANHOURS
	JACKSON ROAD RT TURN LANE										
A.	**Preliminary Schematic Design**										
1	Conduct Topographic Survey to develop Digital Terrain Model	1	2	4	16				24		47
2	Review Existing Conditions, Devleop Design Criteria	1	2	2						1	6
3	Coordinate Proposed Work with TxDOT	2	2	2						1	7
4	Develop Preliminary Schematic of Pavement Widening & Markings	2	4	8	16					1	31
5	Identify Potential Utility Conflicts	1	2	2	2						7
6	Develop Preliminary Traffic Control Plan	1	2	4	8						15
7	Develop Preliminary Construction Cost Estimate		2	2	2					1	7
	SUBTOTAL - SCHEMATIC DESIGN SERVICES	**8**	**16**	**24**	**44**	**-**	**-**	**-**	**24**	**4**	**120**
B.	**Final Design**										
1	Develop Layout of Pavement Widening	2	4	8	16						30
2	Develop Details of Pavement Widening & Pavement Markings	2	4	8	16						30
3	Develop Details of Pavement Grading and Drainage	2	4	8	16						30
4	Identify Utility Conflicts and Utilities Requiring Adjustment	1	2	2	2						7
5	Develop Final Traffic Control Plan	2	4	8	16						30
6	Develop Specifications, Bid Proposal & Bid Documents	2	4	16						2	24
7	Develop Final Construction Cost Estimate	1	2	4						2	9
	SUBTOTAL - PROFESSIONAL SERVICES	**12**	**24**	**54**	**66**	**-**	**-**	**-**	**-**	**4**	**160**
C.	**"As-Built" Drawings**										
1	Provide "As-Built" Drawings of Project on DWG		1	2	4				8	2	17
	SUBTOTAL - PROFESSIONAL SERVICES	**-**	**1**	**2**	**4**	**-**	**-**	**-**	**8**	**2**	**17**
	TOTAL PROJECT MANHOURS - JACKSON ROAD RT TURN LANE	**20**	**41**	**80**	**114**	**-**	**-**	**-**	**32**	**10**	**297**

EXHIBIT A
Scope of Services

The following provides an outline of the services to be provided by the Engineer in the development of the Project.

The Engineer will provide engineering services for developing plans, specifications, and estimate for the addition of a right-turn lane on Jackson Road. The limits of the right-turn lane are from north of Kelly Street, north to the IH 2 East Bound Frontage Road. The work will also include the addition of a raised median on Jackson Road from Kelly Street to the IH 2 East Bound Frontage Road. The work will not include plans for modifying the traffic signal other than the new vehicle detection loops.

Identification of existing utilities and utility conflicts is included in this scope.

Task A – Preliminary Design

The Engineer will perform the following tasks:

- Perform Topographic Survey and develop Digital Terrain Model
- Review existing conditions and develop design criteria
- Coordinate Proposed Work with TxDOT
- Develop Preliminary Schematic of Pavement Widening and Pavement Markings
- Identify Potential Utility Conflicts
- Develop Preliminary Traffic Control Plan
- Develop Preliminary Construction Cost Estimate
- Submit Preliminary Engineering Schematic to City and TxDOT for review

Task B – Final Design

The Engineer will perform the following tasks:

- Develop Intersection Layouts with Pavement Widening
- Develop Details of Pavement Widening and Pavement Markings
- Develop Details of Pavement Grading and Drainage
- Identify Utility Conflicts and Utilities Requiring Adjustment
- Develop Final Traffic Control Plan
- Develop Specifications, Bid Proposal & Bid Documents
- Develop Final Construction Cost Estimate

Task C – "As-Built" Drawings

The Engineer will develop the following:

- Provide "As-Built" Drawings of Project on DWG

Note the following:

- Geotechnical Investigation and Pavement Design will be provided by the City of Pharr.
- Utility coordination for adjustment of utilities to be provided by the City of Pharr.
- Traffic studies or analysis is not part of this scope.

EXHIBIT B
Work Schedule

Task A – Preliminary Design – 60 days

Task B – Final Design – 60 days *

Task C – "As-Built" Drawings – 5 days (after construction completion)

* Note: Adjustment of utilities can cause a delay to this schedule and delay the actual bidding date for the project.

EXHIBIT C
Fee Estimate

Payment shall be based on each task completed:

Task A – Preliminary Design – $ 15,300.00

Task B – Final Design – $ 17,900.00

Task C – "As-Built" Drawings – $ 2,069.00

Total Lump Sum Amount – $ 35,269.00

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.
DATE SUBMITTED: May 1, 2018
MEETING DATE: May 7, 2018

FROM: Moises Beas

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on award of contract for the City of Pharr International Bridge Facility Expansion and Renovations (Project No. 1718-70-510-C003-393).

Classification: Regular

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

Exclude Material from Public Packet? No
Reason:

Issue: The City's Capital Improvement Program includes expansion and renovations for the City of Pharr International Bridge Facility.

On March 29, 2018, formal bids were opened, with nine (9) respondents to the solicitation. The bids received ranged from $879,000 to $1,449,935 for the base bid. The bid proposal also included two alternate bid items.

Financial Consideration: Funding for the City of Pharr International Bridge Facility Expansion and Renovations Project is included in the CIP budget. Bid tabulation sheet is attached.

Staff Recommendation: Staff recommends award of contract for the City of Pharr International Bridge Facility Expansion and Renovations to the low bidder, RG Enterprises LLC from Ed, TX, for their Base Bid and Alternate Bid #1 in the aggregate amount of $904,000.

Alternatives: N/A

ROUTING:

Moises Beas	Created/Initiated - 05/01/2018
Omar Anzaldua	Approved - 05/03/2018
Sandra Zamora	Approved - 05/03/2018

Karla Moya	Approved - 05/03/2018
City Management Office	Final Approval - 05/04/2018

THE WARREN GROUP
ARCHITECTS INC.

1801 South 2nd Street, Ste. 330 McAllen, TX 78503

April 26, 2018

Omar Anzaldua Jr., PE, CFM, PMP, CCM
City Engineer
City of Pharr
118 S. Cage Blvd. 1st Floor
Pharr, Texas 78577
956-402-4000, ext 1414

Re: City of Pharr International Bridge Facility Expansion and Renovations
Letter of recommendation

Dear Mr. Anzaldua:

We have evaluated the bids received on March 29, 2018 for the City of Pharr International Bridge Facility Expansion project.

The low bid was submitted by RG Enterprises, LLC. in the amount of Nine Hundred Four Thousand Dollars. Our evaluation of the experience and reputation of RG Enterprises, LLC. indicates that they are capable of completing the work required. Therefore, we recommend the award of a contract for construction of the City of Pharr International Bridge Facility Expansion and Renovations in the amount of $904,000.00.

Sincerely,

Laura Nassri Warren, AIA
President

CC: Sandra Zamora, CPM, Purchasing Director
File

(956) 994.1900 (956) 994.1962 FAX

☆ RECOMMENDED FOR AWARD OF CONTRACT

PREPARED BY: 04-03-18..MM

UPDATED BY: 05-02-18..SZ

BID OPENING: March 29, 2018 at 4:00 p.m.
LOCATION: City Commission Room

PROJECT NO.: 1718-70-510-C003-393 **INTERNATIONAL BRIDGE FACILITY EXPANSION & RENOVATIONS**

LINE	DESCRIPTION	U/M	QTY	☆ RG ENTERPRISES EDINBURG, TX	NM CONTRACTING MISSION, TX	D.WILSON MCALLEN, TX	AFC BUILDERS PHARR, TX	HOLCHEMONT CONSTRUCTION MCALLEN, TX	CELSO GONZALEZ MISSION, TX	BUFFALO CONSTRUCTION WESLACO, TX	ICE INTERNATIONAL EDINBURG, TX	TRI-GEN CONSTRUCTION WESLACO, TX
1	BASE BID 5% BID BOND	LS	1	$879,000.00	$895,900.00	$999,999.00	$1,035,670.00	$1,063,000.00	$1,095,000.00	$1,242,202.50	$1,392,999.52	$1,393,677.00
2	ALTERNATE 1 ADDITIONAL SIGN	LS	1	$25,000.00	$48,200.00	$48,600.00	$43,680.00	$25,710.48	$56,800.00	$42,000.00	$54,600.23	$56,258.00
3	ALTERNATE 2 ALTERNATE CEILING	LS	1	$18,500.00	($6,400.00)	($6,500.00)	($6,500.00)	($5,200.00)	($4,100.00)	($8,000.00)	($4,200.00)	$8,325.00
4	**TOTAL BASE BID + ALT.1**	**LS**	**1**	☆ **$904,000.00**	**$944,100.00**	**$1,048,599.00**	**$1,079,350.00**	**$1,088,710.48**	**$1,151,800.00**	**$1,284,202.50**	**$1,447,599.75**	**$1,449,935.00**
5	**GRAND TOTAL+BASE BID+ALT 1+ALT2**	**LS**	**1**	**$922,500.00**	**$937,700.00**	**$1,042,099.00**	**$1,072,850.00**	**$1,083,510.48**	**$1,147,700.00**	**$1,276,202.50**	**$1,443,399.75**	**$1,458,260.00**
	NUMBER OF DAYS TO COMPLETE CONTRACT				**182**	**165**		**185**	**271**	**270**	**180**	**165**
	BID BOND			**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
	ADDENDUM 1-4			**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
	EPLS VERIFICATION (3 LOW BIDS)			**CONFIRMED**	**CONFIRMED**	**CONFIRMED**						
	TLIST VERIFICATION (3 LOW BIDS)			**CONFIRMED**	**CONFIRMED**	**CONFIRMED**						
	FORM 1295			**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**	**NOT SUBMITTED**
	HARDCOPY OF BID SUBMITTED			**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**

****REMINDER: PURCHASING WILL VERIFY FIRST THREE LOW BIDDERS ARE NOT ON THE DEBARRMENT LIST (EPLS) & BID BONDS ARE LISTED ON DEPARTMENT OF TREASURY….sz**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.D.
DATE SUBMITTED: May 3, 2018
MEETING DATE: May 7, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Parks

DIRECTOR: Roel Garza

Agenda Item: Consideration and action, if any, authorizing City Manager to enter and negotiate a contract with Ruben Escobar of Diseno, Inc. for Professional Architectural Services for the design of a Downtown Park. (Project #1718-01-522-S005-001)

Classification: Regular

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

Exclude Material from Public Packet? No
Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for professional services with Ruben Escobar of Diseño, Inc for the Downtown Park on West Caffery Ave.

Financial Consideration: Account #01-51300-8806
Estimated Fee $130,150

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Diseño, Inc. for Professional Architectural Services for the design of a Downtown Park on West Caffery Ave.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 05/03/2018
Sergio Alanis	Approved - 05/03/2018
Sandra Zamora	Approved - 05/03/2018
Karla Moya	Approved - 05/03/2018
Patricia Rigney	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

PROJECT AGREEMENT FOR
PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **Diseño, Inc.**, (hereafter referred to as "ARCHITECT"); and **City of Pharr**, (hereinafter referred to as the "CLIENT"). ARCHITECT is hereby authorized to perform professional services in connection with the design of **Downtown Park (West Caffery Rd.)**, hereinafter referred to as the Project.

Date: _____

CLIENT: City of Pharr, TX

Address: PO Box 1729, 118 S. Cage, Pharr, TX 78577

Project: **Downtown Park (West Caffery)**,

Project Location: Pharr, TX

Section 1

General Scope of Services
and
Project Description

This agreement is based on providing the following services for the Project referred to herein, refer to Attachment No.1 – Scope of Services. Should a conflict arise between the terms and conditions contained within this agreement and the Scope of Services, this agreement shall govern.

NOTICE: *ARCHITECT acknowledges that it is aware of local ordinances and other restrictions that may apply within the Project location area. It also acknowledges having received a copy of and understood the applicable provisions and restrictions contained within Resolution R-2010-06.*

Section 2

Representations and Warranties

By executing this Agreement the undersigned representatives warrant, and claim that they are authorized to approve the transaction and provisions provided herein, and further authorized to bind the represented party to this agreement. Any amendment to any term shall comply with provisions contained in this agreement related to changes of terms or conditions, or amendments thereof.

Section 3

Insurance and Indemnification

3.1 ARCHITECT will maintain throughout this AGREEMENT the following insurance: workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage. CLIENT will be named as an additional insured with respect to ARCHITECT's liabilities hereunder in insurance coverage as mentioned above and ARCHITECT waives subrogation against CLIENT as to said policies.

(a) Type of policies and coverage.

(1) *General Liability Coverage.* Architect shall maintain commercial general liability insurance in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2) *Automobile Liability Coverage.* Architect shall maintain automobile liability insurance in an amount not less than $1,000,000 combined single limit for each occurrence, for bodily injury and property damage.

(3) *Workers' Compensation and Employer's Liability Coverage*. Architect shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than $1,000,000 per occurrence, for any and all persons employed by Architect in connection with the performance of services under this Agreement.

(4) *Professional Liability Coverage.* Architect shall maintain professional errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Architect and/or any of Architects agents, employees, and personnel acting in furtherance of its services under this Agreement.

(b) *Endorsements.* Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

(2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.

(4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.

(a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

(b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.

(c) *Verification of coverage.* Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

3.2 The ARCHITECT shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, ARCHITECTs, directors, members, managers, employees, and CLIENT's Architects from and against any and all costs, losses, and damages (including but not

limited to all fees and charges of ARCHITECTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ARCHITECT agrees that it shall, at ARCHITECT's sole expense, assume the entire responsibility and liability for the defense and indemnification of CLIENT against all claims liabilities and expenses, including reasonable attorneys fees, costs of settlement as well as all other litigation costs incurred in the defense of such claims for illness, personal injury and/or death which arise from ARCHITECT's negligence and/or the negligence of ARCHITECT's employees, agents, representatives, contractors and/or subcontractors.

Section 4

Termination

4.1 This contract will take effect immediately upon approval of both parties and automatically terminate at the completion of the project in accordance with the time schedule set forth in Attachment No. 2 or as otherwise allowed herein. Upon termination of the agreement, the obligations of each of the respective parties shall cease immediately except as herein provided otherwise. Upon the expiration of this contract, the contract may be renewed only with the consent of the City of Pharr Board of Commissioners.

4.2 This AGREEMENT may also be terminated for convenience on fifteen (15) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not attempt to cure any deficiency related to nonperformance no later than five (5) days following receipt of any written notice of deficiency. Termination may occur if it can reasonably be inferred by information exchanged that an anticipated breach will occur. Upon such anticipatory breach, the non-breaching party may immediately file a claim on bond or other necessary action so as to avoid harm, injury, and damages including delays.

4.3 If this AGREEMENT is terminated by CLIENT with cause or by ARCHITECT without cause; the ARCHITECT shall be paid the reasonable value of services performed by the ARCHITECT prior to termination date. Expenses related to the PROJECT will be paid accordingly upon receiving invoices, timesheets and ARCHITECT's requests for payment for all expenses and services arising from work performed and expenses incurred prior to the date of termination. ARCHITECT shall have thirty (30) days to submit its final request for payment from the date of termination along with all appropriate documentation in support of same. No other expenses related to this PROJECT or AGREEMENT prior to termination date will be paid. CLIENT shall have the right to review all expenses, if questions arise concerning expenses, no payment will be made until agreement is reached between CLIENT and ARCHITECT. The parties are also bound by applicable state or federal requirements related to the use or payment of fees and expenses.

4.4 As CLIENT is a governmental entity, it is at all times subject to budgetary considerations of any given year as well as changes that may occur during each fiscal year. If at any time the CLIENT believes that due to budgetary considerations it is no longer able to perform under this agreement, CLIENT shall provide notification of its termination of the agreement, which shall be effective immediately upon notification. Upon termination of agreement, the obligation of each the respective parties shall cease immediately pursuant to Tex. Loc. Govt. Code Ann. §271.903.

4.5 Pre-Litigation Alternative Dispute Resolution Requirement. Except under an under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services is outlined in Attachment No. 3.

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in Attachment No. 3 according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **($130,150.00) One Hundred and Thirty Thousand One Hundred and Fifty Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include postage, FedEx, UPS, DHL or any overnight deliveries services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CITY directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ARCHITECT which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

Times of Payment-Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice (s) will be accepted for payments. If CLIENT objects to all or any portion of invoice (s), CLIENT shall notify ARCHITECT of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ARCHITECT and CLIENT will make every effort to settle the disputed invoice (s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

8.1 CLIENT shall not be obligated to make payment to ARCHITECT in the event one or more of the following conditions are in existence:

8.2 ARCHITECT is in default of any of its obligations hereunder or otherwise is in default under this AGREEMENT or any of the Contract documents and CLIENT has provided written notice of such alleged default and provided ARCHITECT a reasonable opportunity to cure.

8.3 Any part of such payment is attributable to services which are not performed in accordance with this AGREEMENT; for which CLIENT has provided written notice of such non-conformance to ARCHITECT and provided ARCHITECT a reasonable opportunity to cure; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 ARCHITECT has failed to make payment promptly to Architects or other third parties used in connection with the services for which CLIENT has made payment to ARCHITECT;

8.5 If CLIENT, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this AGREEMENT, the CLIENT shall provide ARCHITECT with written notice in reasonably sufficient detail of its basis for withholding payment and the portion of services CLIENT deems sufficient for payment to resume; no additional payments will be due ARCHITECT hereunder unless and until ARCHITECT, at its sole cost, performs

a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by CLIENT to be sufficient to so complete the services;

8.6 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the services to which such partial payment relates or relieves ARCHITECT of any its obligations hereunder with respect thereto;

8.7 ARCHITECT shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

8.8 ARCHITECT acknowledge that ARCHITECT's special skill and expertise is a material consideration for CLIENT entering into this Agreement. ARCHITECT shall not assign, subcontract or delegate to any other party the performance of any to be rendered by ARCHITECT under this Agreement without prior written approval of CLIENT. If CLIENT consents to any subcontracting of work, ARCHITECT shall be fully responsible to CLIENT for all acts or omissions of the sub-Architect (s).

Section 9

Final Payment

9.1 After final completion of the work and acceptance thereof by CLIENT, ARCHITECT shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ARCHITECT and upon approval thereof by CLIENT, CLIENT shall pay to ARCHITECT the amount due "Final Payment" under such Final Invoice in accordance with Section 8.

9.2 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the CLIENT except those arising from (1) faulty or defective services appearing after completion of the Work, (2) failure of the services to comply with the requirements of this AGREEMENT or the Contract documents or the Scope of Services or (3) terms of any special warranties required by this Agreement or provided by law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims for payment by the ARCHITECT except those previously made in writing and identified by the ARCHITECT as unsettled at the time of the Final Invoice for payment.

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT

will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

10.2 As-built drawings will be required to be signed and seal at the end of the project and will be required to submit one set of 11" x 17" drawings. The CLIENT will also require copies of any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT As-Built Construction Plans.

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ARCHITECT agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ARCHITECT's experience and abilities with respect to performing the Services. ARCHITECT represents to with CLIENT to use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction. The CLIENT has trust and confidence that services provided under this AGREEMENT will be performed only in manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances

11.2 The ARCHITECT represents, covenants and agrees that the person directly in charge of the professional ARCHITECT work is duly registered under applicable Texas Law.

11.3 ARCHITECT shall promptly correct any defective, inaccurate or incomplete tasks, deliverable goods, services, or other work, without additional cost to CLIENT. The performance or acceptance of services furnished by ARCHITECT shall not relieve ARCHITECT from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of ARCHITECT's service hereunder.

11.4 The CLIENT and ARCHITECT agree that certain increased cost and changes may be required because of design errors or omissions in the drawings and specifications prepared by the ARCHITECT. In evaluating design errors and omissions related to underground utility work, conflicts due to insufficient knowledge of underground pipe locations, abandoned pipes unknown to designer or other conflicts related to city owned and third party utilities shall not be considered design errors or omissions unless such conflicts should have reasonably been known by ARCHITECT. ARCHITECT shall make every effort to contact all underground utilities to indicate the location of their fixtures with the project area, ARCHITECT shall keep documentation that such effort were made and

will be require to turn over such documentations upon request of CLIENT, calling DIGTESS or 811 or One-Call center for Utilities location does not constitute effort from ARCHITECT. The CLIENT will provide ARCHITECT information of their underground facilities.

WHERE a change order to the construction contract is caused by a design error or omission committed by ARCHITECT and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ARCHITECT shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or Omission Change Orders] – [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ARCHITECT shall not be required to reimburse CLIENT if cumulative cost of design error change order (s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

12.1 This document constitutes the entire agreement between the CLIENT and ARCHITECT and may be modified only by agreement of both parties. All modifications will be in the form of an amended written agreement.

12.2 If either party should default (the "Defaulting Party"), the non-defaulting party may be awarded its damages and/or specific performance for such default including attorney's fees. A subsequent determination by a court of law of this State that any substantive portion of this Agreement is illegal or unenforceable shall not affect the remaining portions of this agreement. Venue shall be agreed to in Hidalgo County, Texas.

12.3 The parties agree that venue shall lie in Hidalgo County, Texas, and further agree that Texas laws shall apply.

AGREED AS TO SUBSTANCE AND FORM

Diseño, Inc.
101 South Cage Blvd.
Pharr, TX 78577
Ruben R. Escobar, AIA
ARCHITECT

By:_____
Signature

ARCHITECT

SIGNED on this the _____ day of _____, 20 ____.

_____
Juan Guerra
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ___.

Diseño, Inc.
ARCHITECTURE, PLANNING & DEVELOPMENT

PRELIMINARY
FOR REVIEW AND COMMENT

April 24, 2018

Mr. Juan G. Guerra, City Manager
CITY OF PHARR, TEXAS
118 South Cage Boulevard
Pharr, Texas 78577

RE: Basic Architectural Services for the Public Park Development – No. 02 on West Caffery Ave., Pharr, Texas, Pharr City Hall Building Façade Illumination and Downtown Decorative Light-up Design

Dear Mr. Guerra:

Diseño, Inc. would like to take this opportunity to thank you for considering our firm to provide Basic Architectural Services for the Public Park Development on West Caffery Avenue in Pharr, Texas, Pharr City Hall Building Façade Illumination and Downtown Decorative Light-up Design.

PROJECT DESCRIPTION

The development of Construction Documents for a Public Park – No. 02 Development on the east end of West Caffery Avenue in the City of Pharr, Texas, Pharr City Hall Building Façade Illumination and Downtown Decorative Light-up Design.

BASIC DESIGN SERVICES – PROJECT SCOPE OF WORK

Part 1 – Park Design with Amenities

- **Schematic Design and Design Development**
  - Development of Preliminary Design Scheme / Conceptual Site Plan
  - Development of a Preliminary Downtown Light-up Design
  - Schematic Design and Design Development will be in a three-dimensional format presentation
  - Our fee includes a preliminary presentation meeting to discuss our ideas prior to finalization

- **Construction Documents with Specifications**
  - An ALTA survey / Autocad file will be provided to the Architect prior to commencing work
  - Architectural plans, sections, pertinent details, and specifications, prepared for bidding and construction, inclusive of Structural / Electrical engineered drawings, if required, and associated specifications
  - Park decorative water features and associated engineering is included in our fee
  - Project coordination with Structural / Electrical Engineering, if required
  - Civil Engineering to be performed by the City of Pharr Engineering Department
  - Electronic files will be circulated among project design team in the format they were originally prepared, any modifications or reformatting of these files are not a part of our Scope of Work
  - Submission of plans for ADA review (Fees for Plan Review and Inspections are to be a reimbursable expense)
  - Minor modifications, if applicable are included in our fee

- **Bidding and Negotiation and Construction Administration**
  - Architect will coordinate with the City of Pharr to issue out bidding documents to interested and qualified General Contractors
  - Administration of the Contract for Construction with periodic site observation visits
  - Based on the Architect's observations and evaluations Review and Certification of Contractors Applications and Certification for Payment
  - Construction Support short of construction means, methods, techniques, sequences or procedures
  - Diseño, Inc. will not be responsible for the safety precautions and programs in connection with the Work, for the acts or omissions of the General Contractor or Sub-Contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Construction Documents
  - Issuance of Architect's Supplemental Instructions, Requests for Proposal, Change Order issuance (if required) and general addressing of field questions arising during construction
  - Project Site Visits will be made at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and the Architect, in writing

Part 2 – Pharr City Hall Building Façade Illumination

- **Note: The basis of the design of the Existing Pharr City Hall Building Façade Illumination will be performed working with Spectrum Lighting Inc. of San Antonio who will perform the lighting engineering, product and operational specifications of this portion of the work. Architect to coordinate with Spectrum Lighting Inc. to accomplish aesthetic and desired illumination of the building façade.**

  Please further note that Spectrum Lighting Inc. performs the project lighting engineering at no cost but will specify the products and operational devices required to accomplish the design concept.

- **Construction Documents with Specifications**
  - Architectural plans, sections, pertinent details, and specifications, prepared for bidding and construction, inclusive of Structural / Electrical engineered drawings, if required, and associated specifications for this portion of the work

Part 3 – Downtown Decorative Light-up Design

- **Note: The basis of the design for the sky illumination net / sculpture will be performed working with Spectrum Lighting Inc. of San Antonio and Traxon Technologies who will perform the lighting engineering, product and operational specifications of this portion of the work. Architect to coordinate with Spectrum Lighting Inc. to accomplish aesthetic and desired illumination of the sky illumination net.**

  Additionally the Project Architect will coordinate the design and engineering of the pole anchors as well as other pertinent and/or necessary elements to the design.

- **Construction Documents with Specifications**

  - Architectural plans, sections, pertinent details, and specifications, prepared for bidding and construction, inclusive of Structural / Electrical engineered drawings, if required, and associated specifications for this portion of the work

COMPENSATION

Project billing will be according to the following percentages and will occur on a monthly basis and based upon the percentage of the work that has been completed and the expenses that have been incurred.

Schematic Design Phase	25%
Design Development Phase	25%
Construction Document Phase	35%
Bidding and Negotiation	5%
Construction Administration Phase	10%

Part 1 – Park Design with Amenities

- Schematic Design & Design Development
- Construction Documents
- Bidding Assistance, Minor Construction Administration

New Construction	Project Construction Cost	Architectural	Fixed Sum
	$1,700,000.00 Estimated	**Fixed (Approx. 5.75%)**	**$97,750.00**

Part 2 – Pharr City Hall Building Façade Illumination

- Existing City Hall Accent Lighting Design, Engineering and Construction Documents

	$140,000.00 Estimated	**Fixed (Approx. 9.0%)**	**$ 12,600.00**

Part 3 – Downtown Decorative Light-up Design

- Decorative Downtown Lighting Design, Engineering and Construction Documents
-

	$220,000.00 Estimated	**Fixed (Approx. 9.0%)**	**$19,800.00**

- **This fee includes Structural / Electrical Engineering. Civil Engineering will be provided by others and is not included in this fee proposal.**

ADDITIONAL AND REIMBURSABLE EXPENSES

Other Associated Costs: Not included in these **Basic Architectural Services** and may require additional financial outlay by the Owner are the following: handicapped accessibility review and inspection fees, based on Texas Department of Licensing and Regulations, fire protection engineering, etc., jurisdictional review fees, filing and permit fees, project cost estimates, environmental impact statements or assessments, etc., if applicable.

Contingent Additional Services not included in these **Basic Architectural Services** and shall be paid for by the Owner include making revisions to the Drawings, Specifications or other documents when such revisions are:

1. *inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project Budget;*

2. *required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or*

3. *due to changes required as a result of the Owner's failure to render decisions in a timely manner.*

4. *significant design revisions following substantial completion of the Construction Documents, as a directed of the Owner.*

COMPENSATION FOR ADDITIONAL SERVICES

Other optional Additional Services not included in this Agreement include providing any other services not otherwise included in this Agreement considered to be Basic Professional Architectural Services or not customarily furnished in accordance with generally accepted architectural practice.

Additional Services will be charged at our prevailing hourly rate as follows:

Level	**Prevailing Hourly Rate**
Principal	$ 150.00
Technician Level I	$ 95.00
Technician Level II	$ 80.00
Clerical	$ 40.00

REIMBURSABLE EXPENSES:

The compensation for reimbursable expenses shall be computed as a multiple of 1.25 times the expenses incurred by the Architect, and the Architect's employees and or consultants. Reimbursable expenses will be itemized in each statement for payment as they occur and are in addition to compensation of Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project and are further defined below:

Printing and Handling of plans and specifications;
Reproductions, Deliveries, Postage, Photographs, and other documentation;

Coordination with separate contracts initiated by the Owner such as exterior building signage, building security, fire protection, etc. are not included in our fee.

EXCLUSIONS

Diseño, Inc. will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractor or any other persons performing any of the work, or for the failure of any or them to carry out the work in accordance with the Construction Documents.

SCHEDULE

Diseño, Inc. will prepare the Design and Construction Documents for the Public Park Development on west end of East Caffery Avenue, within ten and a half (10.5) weeks of receipt of ALTA Property Survey information along with the Execution of the Agreement between Diseño, Inc. and the City of Pharr, Texas for Professional Services.

The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. This proposal and timeline is based on the premise that complete and accurate plans, information, programming requirements, documents, reports, etc. are to be made available for the design of this project on a timely basis. We shall not be held responsible for delays that may occur which are out of our control or for which we are not responsible and therefore may have a negative effect on the project schedule.

END DOCUMENT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: April 27, 2018
MEETING DATE: May 7, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, ratifying Agreement between the City of Pharr and Lot 35 Southgate Subdivision.

Classification: Closed Session

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

Exclude Material from Public Packet? Yes
Reason:

Issue: Item will be discussed in executive session

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza	Created/Initiated - 04/27/2018
Patricia Rigney	Approved - 04/30/2018
Karla Moya	Approved - 05/04/2018
City Management Office	Final Approval - 05/04/2018

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: May 3, 2018
MEETING DATE: May 7, 2018

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation and update with Legal on the following cases: Gloria Sauceda v. City, CL-17-1659-E; Elijah Smith v. City, C-0407-17-J; Francisco Marin v. City,et al, 18-CV-0002; Gabriel Cabrera v. City, et al, 17-CV-00396; Carlos Mandujano v. City, 18-CV-00003

Classification: Closed Session

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

Exclude Material from Public Packet? No
Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney	Created/Initiated - 05/03/2018
City Management Office	Final Approval - 05/04/2018