

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT
COMMENCING AT 4:00 PM ON
MONDAY, DECEMBER 17, 2018**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2018-45. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

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

B) Pledge of Allegiance/Invocation.

2. PUBLIC HEARINGS:

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES: (Ordinance No. O-2018-45). A registered speaker during the public hearing may not exceed three (3) minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the city clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

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

A) Submission of Sales Tax Collection Report for December 2018.

B) City Events of Interest.

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

A) Approval of Minutes for December 10, 2018 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, on Resolution for Texas Leverage Fund.
(PEDC II)

C) Consideration and action, if any, authorizing City Manager to advertise for proposals for 300kw natural gas stand-by generator for the new Pharr Public Safety Communications Building. (COMMUNICATIONS)

D) Consideration and action, if any, authorizing City Manager to advertise for proposals for a Video Wall for the new Pharr Public Safety Communications Building. (COMMUNICATIONS)

E) Consideration and action on Development Services Cases:

1. Los Bandidos Mexican Grill & Sports Bar has filed with the Planning and Zoning Commission a request for 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 a 0.06-acre tract of land, more or less, out of Lot 188, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6903 South Jackson Road. **CUP#181179**

2. The City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a change of zone from Single-Family Residential District (R-1) to Heavy Commercial District (H-C). The subject site is located on the south side of East Clark Avenue with the property's physical address being 200 East Clark Avenue. **COZ#181177**

PLATS:

1. M Garcia Engineering, LLC, representing Darrel Johnson, A Attic XI Limited Partnership, a Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed A Attic XI Subdivision. The property is legally described as being a 4.957-acre tract of land situated in Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Ridge Road. **SUB#181135**

2. CLH Engineering Inc., representing Ricardo Abreu, is requesting final plat approval of the proposed Kiskeya Park Subdivision. The property is legally described as being 3.42 acres out of Lot 8, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Minnesota Road. **SUB#160924**

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution amending the City of Pharr Thoroughfare Plan and the Hidalgo County Thoroughfare Plan to reflect right-of-way (ROW) revisions requested by the Texas Department of Transportation (TxDOT) for Cage Blvd. (US 281), Nolana Loop (FM 3461) and Jackson Rd. (FM 3362 and FM 2061) (ENGINEERING)

B) Consideration and action, if any, on Resolution approving revised Mission, Vision, and Goals for the City of Pharr. (ADMINISTRATION)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on acceptance of the Design/Build Victor Garcia Skate Park Project and Release of Retainage in the amount of \$15,000. (Project No. 1718-40-510-S003-020) (ENGINEERING)

B) Consideration and action, if any, on Change Order No. 1 with Longoria's Electric in the amount of \$3,775 for the Witten Park & Pharr Sports Complex Lighting (Emergency). (Project No. 1718-40-510-C012-001)(ENGINEERING)

C) Consideration and action, if any, accepting the 2018 City of Pharr Water and Wastewater Master Plan prepared by Garcia Infrastructure Consultants, LLC. (ENGINEERING)

7. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to ratify the purchase of lime slurry for roadway subgrade lime treatment for Pharr Bridge Phase II project totaling \$56,118. In addition, staff is seeking authorization to set-up a Supply Contract for the purchase of Type B Lime Slurry at a Unit Price of \$187.06/ton for the remainder of Fiscal Year 18-19. (Project #1819-01-517-SP001-001) (PUBLIC WORKS)

B) Consideration and action, if any, authorizing City Manager to enter into a Purchase Contract for the purchase of computers (154) and display monitors (54) with imaging services through a Texas DIR contract with SHI Government Solutions for Library and various City department computer replacements. (Project #1819-01-518-P004-003) (IT)

C) Consideration and action, if any, authorizing the purchase and installation of (14) fourteen Xybix Dispatch Consoles utilizing an H-GAC contract #EC07-18 with ErgoFlex Systems, Inc. dba Xybix Systems, Inc. in the amount of \$180,428.50. (Project #1819-01-525-P007-001) (COMMUNICATIONS)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to enter into agreement with Smartcom Telephone, LLC for data network connectivity at new Communications Center building. (Project #1819-01-518-IPQ024-001) (IT)

B) Consideration and action, if any, authorizing City Manager to enter into an agreement with Doctors Hospital at Renaissance, LTD for a one time wellness screening services. (Project 1819-01-526-IPQ025-001) (HR)

C) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Carollo Engineers, Inc. for Professional Engineering Services related to the design of the Wastewater Treatment Plant Oxidation Ditch No. 2 and other items identified by TCEQ in need of repair. (PROJECT #1819-60-584-S010-001) (ENGINEERING)

D) Consideration and action, if any, on agreement for Pharr International Bridge Surveillance Project. (BRIDGE)

9. LEGAL:

A) Consultation with attorneys and possible action on Dahlia Ybarra vs. City of Pharr, C-4849-16-F. (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**

AGENDA REGULAR MEETING
December 17, 2018

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:

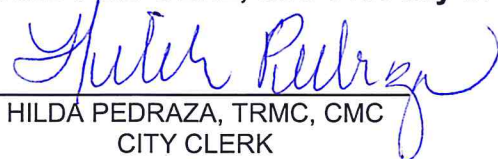
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 14th day of December 2018 at 3:00 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 14th day of December 2018.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: December 11, 2018

MEETING DATE: December 17, 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 - 12/11/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR:

Agenda Item: Submission of Sales Tax Collection Report for December 2018.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

TRUE SALES TAX GROWTH

The sales tax activity for the City of Pharr as of the month of December 2018 (3rd month of City's Fiscal Year 2018-2019 but October's Sales Activity) has shown an OVERALL POSITIVE trend in the amount of \$694,981 from this point last year, or an INCREASE of 16.25%

RGV SALES TAX COMPARISON

City of Pharr shows an INCREASE of 19.80% compared to last December collections, the City ranked No. 7 this month compared to 9 other cities in the Valley in sales collections compared to last period, AND ranked No. 1 in collections year to date.

GAAP BASIS

This is the 1st month (Month of Actual Sales) of the fiscal year 2018/2019; we are UP 19.80% or \$270,048 from this point of the fiscal year compared to last year.

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

THANK YOU

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Karla Moya	Created/Initiated - 12/12/2018
Karla Moya	Approved - 12/13/2018
Edward Wylie	Final Approval - 12/13/2018

City of Pharr
Sales Total Tax Analysis (2%) - Cash Basis

	FY 12/13	FY 13/14	FY 14/15	FY 15/16*	FY 16/17	FY 17/18	FY 18/19	Difference FY 18/19 - FY 17/18
MONTH								
OCT.	\$ 1,095,758	\$ 1,095,399	\$ 1,175,133	\$ 1,281,269	\$ 1,317,281	\$ 1,374,342	\$ 1,565,305	\$ 190,962
NOV.	1,009,747	1,064,491	1,272,920	1,367,611	1,457,436	1,537,813	1,771,783	233,970
DEC.	1,065,676	1,151,064	1,255,599	1,306,892	1,379,834	1,363,639	1,633,688	270,049
JAN.	1,065,003	1,166,651	1,231,604	1,224,656	1,317,066	1,502,050		
FEB.	1,132,199	1,301,266	1,403,486	1,508,184	1,570,000	1,712,515		
MAR.	1,014,839	1,090,660	1,244,493	1,250,428	1,300,217	1,405,923		
APR.	1,033,280	1,120,837	1,195,832	1,324,900	1,263,946	1,381,333		
MAY	1,207,076	1,332,207	1,457,421	1,625,843	1,644,947	1,646,964		
JUN.	1,075,570	1,239,819	1,424,397	1,429,149	1,384,312	1,573,321		
JUL.	1,087,853	1,239,026	1,314,960	1,336,426	1,402,878	1,671,537		
AUG.	1,203,458	1,284,104	1,433,708	1,609,004	1,538,105	1,556,841		
SEP.	1,034,174	1,183,373	1,356,249	1,330,463	1,368,050	1,538,304		
TOTAL	<u>\$ 13,024,633</u>	<u>\$ 14,268,899</u>	<u>\$ 15,765,800</u>	<u>\$ 16,594,826</u>	<u>\$ 16,944,071</u>	<u>\$ 18,264,581</u>	<u>\$ 4,970,775</u>	<u>\$ 694,981</u>

AVERAGE PER MONTH

\$ 1,085,386 \$ 1,189,075 \$ 1,313,817 \$ 1,382,902 \$ 1,412,006 \$ 1,522,048 \$ 1,656,925

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 198,926 \$ 1,244,265 \$ 1,496,902 \$ 829,025 \$ 349,245 \$ 1,320,511 \$ 694,981

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 16.25%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 13,443,500 \$ 13,443,500 \$ 14,980,000 \$ 16,301,000 \$ 16,845,700 \$ 17,272,300 \$ 18,655,800
\$ (418,867) \$ 825,399 \$ 785,800 \$ 293,826 \$ 98,371 \$ 992,281
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

* Do NOT INCLUDE one time payments for October 2015 of \$344,044 and April 2016 of \$61,017

City of Pharr
Sales Tax Analysis - City & Prop Tax Relief (1.5%) - Cash Basis

	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Difference FY 18/19 - FY 17/18
MONTH								
OCT.	\$ 821,818	\$ 821,549	\$ 881,349	\$ 960,952	\$ 987,960	\$ 1,030,757	\$ 1,173,979	\$ 143,222
NOV.	757,310	798,368	954,690	1,025,708	1,093,077	1,153,359	1,328,837	175,477
DEC.	799,257	863,298	941,699	980,169	1,034,876	1,022,729	1,225,266	202,536
JAN.	798,752	874,989	923,703	918,492	987,799	1,126,537		
FEB.	849,149	975,950	1,052,615	1,131,138	1,177,500	1,284,387		
MAR.	761,129	817,995	933,370	937,821	975,163	1,054,442		
APR.	774,960	840,628	896,874	993,675	947,959	1,036,000		
MAY	905,307	999,155	1,093,066	1,219,382	1,233,711	1,235,223		
JUN.	806,678	929,864	1,068,297	1,071,862	1,038,234	1,179,990		
JUL.	815,890	929,270	986,220	1,002,320	1,153,579	1,253,652		
AUG.	902,594	963,078	1,075,281	1,206,753	1,153,579	1,167,631		
SEP.	775,630	887,530	1,017,187	997,847	1,026,037	1,153,728		
TOTAL	<u>\$ 9,768,475</u>	<u>\$ 10,701,674</u>	<u>\$ 11,824,350</u>	<u>\$ 12,446,119</u>	<u>\$ 12,708,053</u>	<u>\$ 13,698,436</u>	<u>\$ 3,728,081</u>	<u>\$ 521,236</u>

AVERAGE PER MONTH

\$ 814,040 \$ 891,806 \$ 985,363 \$ 1,037,177 \$ 1,059,004 \$ 1,141,536 \$ 1,242,694

INCREASE/(DECREASE) IN SALES TAX COLLECTION

\$ 149,195 \$ 933,199 \$ 1,122,676 \$ 621,769 \$ 261,934 \$ 990,383 \$ 521,236

INCREASE FROM PREVIOUS YEAR

1.55% 9.55% 10.49% 5.26% 2.10% 7.79% 16.25%

BUDGET VS. ACTUAL VARIANCE ANALYSIS

\$ 10,082,625 \$ 10,082,625 \$ 11,235,000 \$ 12,225,750 \$ 12,634,725 \$ 12,954,225 \$ 13,991,850
\$ (314,150) \$ 619,049 \$ 589,350 \$ 220,369 \$ 73,328 \$ 744,211
-3.22% 5.78% 4.98% 1.77% 0.58% 5.43%

City of Pharr
Annual Sales Tax Activity Analysis FY 18/19 - GAAP Basis

Regular City Tax (1%)

	<u>FY 18/19</u>		<u>FY 17/18</u>		<u>\$ Change</u>	<u>% Change</u>	<u>FY 18/19 Cumm Change</u>
October	\$ 816,843.92	\$	681,819.65	\$	135,024.27	19.80%	\$ 135,024.27
November	\$ -	\$	751,024.50				
December	\$ -	\$	856,257.68				
January	\$ -	\$	702,961.59				
February	\$ -	\$	690,666.50				
March	\$ -	\$	823,481.92				
April	\$ -	\$	786,660.30				
May	\$ -	\$	835,768.28				
June	\$ -	\$	778,420.40				
July	\$ -	\$	769,151.98				
August	\$ -	\$	782,652.41				
September	\$ -	\$	885,891.28				
Totals	\$ 816,843.92	\$	9,344,756.47	\$	135,024.27	19.80%	

Credit In Lieu of Property Tax (.5%)

	<u>FY 18/19</u>		<u>FY 17/18</u>		<u>\$ Change</u>	<u>% Change</u>	<u>FY 18/19 Cumm Change</u>
October	\$ 408,421.96	\$	340,909.83	\$	67,512.13	19.80%	\$ 67,512.13
November	\$ -	\$	375,512.25				
December	\$ -	\$	428,128.84				
January	\$ -	\$	351,480.79				
February	\$ -	\$	345,333.25				
March	\$ -	\$	411,740.96				
April	\$ -	\$	393,330.15				
May	\$ -	\$	417,884.14				
June	\$ -	\$	389,210.20				
July	\$ -	\$	384,575.99				
August	\$ -	\$	391,326.21				
September	\$ -	\$	442,945.64				
Totals	\$ 408,421.96	\$	4,672,378.23	\$	67,512.13	19.80%	

PEDC (.5%)

	<u>FY 18/19</u>		<u>FY 17/18</u>		<u>\$ Change</u>	<u>% Change</u>	<u>FY 18/19 Cumm Change</u>
October	\$ 408,421.96	\$	340,909.83	\$	67,512.13	19.80%	\$ 67,512.13
November	\$ -	\$	375,512.25				
December	\$ -	\$	428,128.84				
January	\$ -	\$	351,480.79				
February	\$ -	\$	345,333.25				
March	\$ -	\$	411,740.96				
April	\$ -	\$	393,330.15				
May	\$ -	\$	417,884.14				
June	\$ -	\$	389,210.20				
July	\$ -	\$	384,575.99				
August	\$ -	\$	391,326.21				
September	\$ -	\$	442,945.64				
Totals	\$ 408,421.96	\$	4,672,378.23	\$	67,512.13	19.80%	

Total Sales Tax (2%)

	<u>FY 18/19</u>		<u>FY 17/18</u>		<u>\$ Change</u>	<u>FY 17/18 Budget</u>	<u>Actual vs. Budget</u>
October	\$ 1,633,687.83	\$	1,363,639.30	\$	270,048.53	\$ 1,554,650.00	\$ 79,037.83
November	\$ -	\$	1,502,049.00			\$ 1,554,650.00	
December	\$ -	\$	1,712,515.36			\$ 1,554,650.00	
January	\$ -	\$	1,405,923.17			\$ 1,554,650.00	
February	\$ -	\$	1,381,333.00			\$ 1,554,650.00	
March	\$ -	\$	1,646,963.83			\$ 1,554,650.00	
April	\$ -	\$	1,573,320.59			\$ 1,554,650.00	
May	\$ -	\$	1,671,536.56			\$ 1,554,650.00	
June	\$ -	\$	1,556,840.80			\$ 1,554,650.00	
July	\$ -	\$	1,538,303.95			\$ 1,554,650.00	
August	\$ -	\$	1,565,304.82			\$ 1,554,650.00	
September	\$ -	\$	1,771,782.55			\$ 1,554,650.00	
Totals	\$ 1,633,687.83	\$	18,689,512.93	\$	270,048.53	\$ 18,655,800.00	\$ 79,037.83
					19.80%		\$ 59,278.37

SALES TAX STATE COLLECTION RGV COMPARISON -DECEMBER 2018

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2018 Payments To Date	2017 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Mercedes	\$ 584,061	\$ 389,815	49.83%	\$ 6,298,572	\$ 6,169,085	2.10%
2	San Juan	\$ 354,590	\$ 284,214	24.76%	\$ 3,850,229	\$ 3,556,346	8.26%
3	McAllen	\$ 5,472,359	\$ 4,390,341	24.65%	\$ 64,157,909	\$ 58,616,965	9.45%
4	Mission	\$ 1,375,842	\$ 1,111,736	23.76%	\$ 15,659,981	\$ 14,693,033	6.58%
5	Edinburg	\$ 2,007,037	\$ 1,624,491	23.55%	\$ 22,794,459	\$ 20,934,767	8.88%
6	Brownsville	\$ 3,322,888	\$ 2,765,731	20.15%	\$ 38,851,026	\$ 36,383,170	6.78%
7	Pharr	\$ 1,633,688	\$ 1,363,639	19.80%	\$ 18,959,562	\$ 17,065,315	11.10%
8	Weslaco	\$ 1,051,260	\$ 886,379	18.60%	\$ 12,802,273	\$ 11,950,057	7.13%
9	Alamo	\$ 295,543	\$ 263,313	12.24%	\$ 3,631,306	\$ 3,436,854	5.66%
10	Harlingen	\$ 2,022,327	\$ 1,950,731	3.67%	\$ 25,293,869	\$ 24,007,368	5.36%

Rank Based on Calendar Year 2018 To Date Activity							
1	Pharr	\$ 1,633,688	\$ 1,363,639	19.80%	\$ 18,959,562	\$ 17,065,315	11.10%
2	McAllen	\$ 5,472,359	\$ 4,390,341	24.65%	\$ 64,157,909	\$ 58,616,965	9.45%
3	Edinburg	\$ 2,007,037	\$ 1,624,491	23.55%	\$ 22,794,459	\$ 20,934,767	8.88%
4	San Juan	\$ 354,590	\$ 284,214	24.76%	\$ 3,850,229	\$ 3,556,346	8.26%
5	Weslaco	\$ 1,051,260	\$ 886,379	18.60%	\$ 12,802,273	\$ 11,950,057	7.13%
6	Brownsville	\$ 3,322,888	\$ 2,765,731	20.15%	\$ 38,851,026	\$ 36,383,170	6.78%
7	Mission	\$ 1,375,842	\$ 1,111,736	23.76%	\$ 15,659,981	\$ 14,693,033	6.58%
8	Alamo	\$ 295,543	\$ 263,313	12.24%	\$ 3,631,306	\$ 3,436,854	5.66%
9	Harlingen	\$ 2,022,327	\$ 1,950,731	3.67%	\$ 25,293,869	\$ 24,007,368	5.36%
10	Mercedes	\$ 584,061	\$ 389,815	49.83%	\$ 6,298,572	\$ 6,169,085	2.10%

STATE TOTALS	\$ 488,147,145	\$ 443,537,427	9.14%	\$ 5,923,734,121	\$ 5,478,895,014	7.51%
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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: December 11, 2018

MEETING DATE: December 17, 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 - 12/11/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: December 14, 2018

MEETING DATE: December 17, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for December 10, 2018 Regular Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 12/14/2018
Final Approval - 12/14/2018

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, DECEMBER 10, 2018
3000 N. CAGE BLVD.**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, December 10, 2018 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Comm. Daniel Chavez
Comm. Mario Bracamontes

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Ramiro Caballero
Comm. Ricardo Medina

STAFF PRESENT: Alex Meade, City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldua, City Engineer
Gary Rodriguez, Events Center Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Judge
Leonardo Perez, Fire Chief
Jose Luengo, Police Chief
Melanie Cano, Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Raul Garza, CDBG Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Sandra Zamora, Purchasing Dir.
Danny Ramirez, Communications Dir.

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Pro Tem Carrillo called the meeting to order at 4:06 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led in the pledge of allegiance and said the invocation.

At this time, Mayor Pro Tem Carrillo advised the public that the meeting would be recessed at 4:08 p.m.

Mayor Pro Tem Carrillo reconvened the meeting at 4:28 p.m.

ITEM 2. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None.

ITEM 3. CITY MANAGER'S REPORTS

A) SUBMISSION OF QUARTERLY REPORT FOR PERIOD ENDING SEPTEMBER 30, 2018

Alex Meade, City Manager, introduced the quarterly report for period ending September 30, 2018 and stated the city's financials were healthy. He stated Finance Director was in the audience and questions could be entertained at this time.

B) CITY ENGINEER'S REPORT

Alex Meade, City Manager, introduced the City Engineer's report. He stated City Engineer, Omar Anzaldúa, was in the audience and questions could be entertained at this time.

C) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the Make a Wish Christmas party for children would be held on December 11, 2018 at the Pharr Events Center from 6:00 p.m. to 8:00 p.m. He also reported a Silver Owl Wizard Craft Show – Harry Potter Expo would be held on December 15, 2018 at the Pharr Events Center from 10:00 a.m. to 8:00 p.m.

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Alex Meade, City Manager, reported the Pharr Memorial Library would be hosting a Christmas Night at the Library on December 13, 2018 from 6:00 p.m. to 8:00 p.m. There will be Christmas music, games, pictures with Santa and book giveaway.

Alex Meade, City Manager, further reported the Police Department would be having their Tips for Toys on December 19, 2019 at Red Robin, Freddy's Custards and Burgers, IHop, Tejas Restaurant, and Las Margaritas Restaurant. He stated the tips collected at the restaurants would be used to purchase toys for the toy giveaway.

Alex Meade, City Manager, reported the Parks & Recreation Department hosted a fitness event for the Wounded Warriors on Saturday, August 11, 2018 and representatives were in the audience. Wounded Warrior Outreach Coordinators, Isaac Acosta and Juan Arredondo, presented a plaque to the City as a token of appreciation and thanked the Commission for their support.

At this time, Mayor Pro Tem Carrillo welcomed everyone for attending the meeting at the Pharr Events Center and introduced new City Manager, Alejandro "Alex" Meade.

Alex Meade, City Manager, thanked the Pharr City Commission for the support and confidence they have placed in him as the new City Manager. He went over his educational and professional background and stated he was looking forward to work with the leadership and dedicated employees to improve the quality of life for the community.

ITEM 4. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR NOVEMBER 5, 2018 REGULAR CALLED MEETING AND NOVEMBER 19, 2018 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION ON RESOLUTION RATIFYING MEETING DATE OF THE CITY COMMISSION MEETING OF MONDAY, DECEMBER 3, 2018 (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION ON RATIFYING MEMORANDUM OF UNDERSTANDING BETWEEN PHARR POLICE DEPARTMENT AND UNIDAD COALITION FOR THE 2018 UNITING NEIGHBORS IN DRUG ABUSE DEFENSE (UNIDAD) (POLICE)**
- D) CONSIDERATION AND ACTION ON AGREEMENT BETWEEN CITY OF PHARR AND SOUTH STAR SECURITY FOR CONTINUED SECURITY**

GUARD SERVICES AT THE PHARR EVENTS CENTER (PROJECT #1819-01-530-IPQ018-001) (EVENTS CENTER)

- E) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PSJA ISD FOR WAIVING OF RENTAL FEES OF PHARR EVENTS CENTER FOR MONDAY DECEMBER 17, 2018, TUESDAY DECEMBER 18, 2018 AND TUESDAY JANUARY 29, 2019 FOR DISTRICT CHOIR CONCERTS (EVENTS CENTER)**
- F) CONSIDERATION AND ACTION, IF ANY, RATIFYING REQUEST FROM MINISTERIO CRISTIANO LA TRINIDAD TO WAIVE RENTAL FEES FOR USAGE OF THE EXHIBIT HALL AT THE DEVELOPMENT RESEARCH CENTER ON DECEMBER 1, 2018 (PARKS)**
- G) CONSIDERATION AND ACTION ON VIVA FRESH SUMMIT PLATINUM LEVEL SPONSORSHIP AND BOOTH FOR \$15,000 (PROJECT #1819-70-510-IPQ022-001) (BRIDGE)**
- H) CONSIDERATION AND ACTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS AND OR COMPETITIVE SEALED PROPOSALS FOR GATEWAY AND LIGHTING IMPROVEMENTS TO DOWN TOWN PHARR (ENGINEERING)**
- I) CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. MUY PIZZA-TEJAS, LLC, DBA PIZZA HUT, 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 BEING THE EAST 125.0' OUT OF BLOCK 1, PALM HEIGHTS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1001 WEST HIGHWAY 83. CUP#171165**
 - 2. CNMK TEXAS PROPERTIES, LLC, D/B/A CINEMARK EL CENTRO MALL 16, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS 16.317 ACRE TRACT OF LAND OUT OF LOT 3, EL CENTRO MALL NO. 3 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 600 NORTH JACKSON ROAD. CUP#131046**
 - 3. SBA COMMUNICATIONS CORPORATION, REPRESENTING T-MOBILE, REQUESTED A CONDITIONAL USE PERMIT TO ALLOW THE CO-LOCATION OF TELECOMMUNICATION EQUIPMENT ON AN EXISTING TOWER IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 0.016 TRACT OF LAND, MORE OR LESS, OUT OF LOT 4A, RE-PLAT OF VACATED CAR-MEL SUBDIVISION, VACATED EL CENTRO MALL NO. 3 AND 4 SUBDIVISIONS, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED AT 500 NORTH JACKSON ROAD. TWR#180646**

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4. ANTONIO MARTINEZ REQUESTED A LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW A CHURCH IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING ALL OF LOT 3, BLOCK 1, LOS TESOROS SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 828 WEST DEL ORO LANE. CUP#181173

5. MARIA MAYELA GARZA, D/B/A COLONIA CINCO ESTRELLAS, L.L.C., IS 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 BEING LOTS 27 THROUGH 30, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2200 SOUTH CAGE BOULEVARD. CUP# 151169

6. MARIA MAYELA GARZA, D/B/A FRIENDS ALL PARTIES, L.L.C., 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 BEING LOT 20, BLOCK 2, LOS MARINEROS SUBDIVISION PHASE I, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 2302 SOUTH CAGE BOULEVARD. CUP#151170

Alex Meade, City Manager, introduced the item.

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

Resolution No. R-2018-70 is filed with the City Clerk's Office.

REGULAR AGENDA - OPEN SESSION

ITEM 5. ORDINANCES AND RESOLUTIONS

A) CONSIDERATION AND ACTION, IF ANY, ORDINANCE AMENDING ORDINANCE NO. O-2010-30 REVISING AND UPDATING THE ACCOUNTING POLICIES AND PROCEDURES (3RD AND FINAL READING) (FINANCE)

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2018-47 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE DIRECTING THE CITY MANAGER TO VACATE, ABANDON, AND CLOSE A PORTION OF STREET RIGHT-OF-WAY, BEING A PORTION OF W. CAFFERY AVE., LYING

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**BETWEEN BLOCK 43, LOTS 8 & 9 AND BLOCK 50, LOTS 9, 10, 11 AND 12,
PHARR ORIGINAL TOWNSITE SUBDIVISION, PHARR, HIDALGO COUNTY,
TEXAS (ADOPTION ON 1ST READING) (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2018-48 is filed with the City Clerk's Office.

**C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION IN SUPPORT OF
WEST RIDGE DEVELOPMENT , LP TO SUBMIT AN APPLICATION TO THE
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2019
COMPETITIVE 9% HOUSING TAX CREDITS FOR WEST RIDGE
APARTMENTS (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

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

Resolution No. R-2018-71 is filed with the City Clerk's Office.

ITEM 6. ADMINISTRATIVE

**A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO
ADVERTISE FOR REQUEST FOR PROPOSALS FOR INDEPENDENT
FINANCIAL ADVISORY SERVICES (FINANCE)**

Alex Meade, City Manager, introduced the item.

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

**B) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 WITH
MJA CONSTRUCTION, LLC, IN THE AMOUNT OF \$9,191 FOR THE
JACKSON RD. RIGHT TURN LANE PROJECT (PROJECT NO. 1718-40-510-
C010-252) (ENGINEERING)**

Alex Meade, City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 WITH JIMMY CLOSER & SONS CONSTRUCTION COMPANY INC. FOR THE WATER TRANSMISSION MAIN IMPROVEMENTS PROJECT (BID NO. 1415-02-582-0037) (ENGINEERING)**

Alex Meade, City Manager, introduced the item.

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

ITEM 7. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT TO FRANCHISE AGREEMENT BETWEEN THE CITY OF PHARR AND MAGIC VALLEY ELECTRIC COOPERATIVE, INC. (PROJECT #1819-01-510-S007-001) (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

Comm. Chavez **moved** to approve. Comm. Guajardo 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 DIR THREE (3) YEAR ENTERPRISE AGREEMENT WITH MICROSOFT THROUGH SHI GOVERNMENT SOLUTIONS, INC. FOR OFFICE 365 EMAIL AND SOFTWARE SERVICES (PROJECT #1819-01-518-S006-003) (IT)**

Alex Meade, City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A THREE (3) YEAR (DIR) SELECT PLUS AGREEMENT WITH MICROSOFT THROUGH SHI GOVERNMENT SOLUTIONS, INC. FOR SERVER SOFTWARE LICENSES FOR CITY HALL AND POLICE DEPARTMENT (PROJECT #1819-01-518-IPQ017-003) (IT)**

Alex Meade, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
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Comm. Guajardo moved to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH THE WARREN GROUP, INC. IN THE AMOUNT OF \$18,400 FOR ADDITIONAL PROFESSIONAL ARCHITECTURAL SERVICES FOR THE NEW FIRE STATION NO. 1 PROJECT (PROJECT NO. C1718-01-528-0026) (ENGINEERING)**

Alex Meade, City Manager, introduced the item.

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

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AMEND CONTRACT WITH RUBEN ESCOBAR OF DISEÑO, INC. IN THE AMOUNT OF \$8,400 FOR ADDITIONAL PROFESSIONAL ARCHITECTURAL SERVICES FOR THE DESIGN OF A DOWNTOWN PARK (PROJECT #1718-01-522-S005-001) (PARKS)**

Alex Meade, City Manager, introduced the item.

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

- F) CONSIDERATION AND ACTION, IF ANY, AWARDED A SERVICE CONTRACT FOR SELF-FUNDED PHARMACY BENEFIT MANAGEMENT SERVICES (PBM) (RFP #1718-01-528-S020-240) (HR)**

Alex Meade, City Manager, introduced the item.

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

- G) CONSIDERATION AND ACTION, IF ANY, RATIFYING CONTRACTS FOR MUSIC LINEUP AND HEADLINER FOR THE HUBPHEST 2019 ON SATURDAY, MARCH 30, 2019 (ADMINISTRATION)**

Alex Meade, City Manager, introduced the item.

Comm. Bracamontes asked who the headliner was. Alex Meade, City Manager, stated Little Joe y la Familia and Tracy Lawrence.

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

H) CONSIDERATION AND ACTION, IF ANY, ON AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR CONSTRUCTION MANAGER SERVICES FOR THE PHARR NORTHSIDE AQUATIC FACILITY (ADMINISTRATION)

Alex Meade, City Manager, introduced the item.

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

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

None.

ITEM 9. RECONVENE

None.

ITEM 10. ADJOURNMENT

There being no other business to come before the board, Comm. Guajardo **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:49 p.m.

CITY OF PHARR

ROBERTO "BOBBY" CARRILLO
MAYOR PRO TEM

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

MINUTES: REGULAR CALLED MEETING
DECEMBER 10, 2018

ON THIS THE 10th DAY OF DECEMBER 2018 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Pharr Events Center located at 3000 N. Cage Blvd., Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Maribel Garcia , Executive Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Resolution for Texas Leverage Fund.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Maribel Garcia
Victor Perez
Patricia Rigney
Alex Meade

Created/Initiated - 12/13/2018
Approved - 12/13/2018
Approved - 12/14/2018
Final Approval - 12/14/2018

§ STATE OF TEXAS

RESOLUTION NO. 2018-002

§ COUNTY OF HIDALGO

§ CITY OF PHARR

A resolution in support of legislation in particular SB 132 filed on 11/12/18 by State Senator Juan “Chuy” Hinojosa and HB 31 filed by State Representative Oscar Longoria and any other actions to reestablish the Texas Leverage Fund as previously administered for the benefit of economic development in communities across the State of Texas

WHEREAS, The Texas Leverage Fund was established by the September 9, 1992, master resolution of the Texas Department of Commerce under specified provisions; and

WHEREAS, The Texas Leverage Fund has been successful in being held as a trust fund outside the state treasury, making loans to economic development corporations for eligible projects as authorized by the Development Corporation Act and Local Government Code provisions relating to Type A corporations and Type B corporations; paying the bank's necessary and reasonable costs of administering the Texas leverage fund program; paying the principal of and interest on revenue-based bonds; paying reasonable fees and other costs incurred by the bank in administering the fund. This fund has allowed many cities across the State of Texas to focus on economic development, providing the development of projects that the cities could not otherwise finance; and

WHEREAS, The President of the Pharr EDC, Dr. Ambrosio Hernandez, has signed a resolution in support of legislation and other actions to reestablish the Texas Leverage Fund as previously administered for the benefit of economic development in communities across the State of Texas:

NOW, THEREFORE, BE IT RESOLVED by the Pharr EDC Board that the Pharr EDC Board encourages the Governor, the Attorney General, the State Comptroller, and State Legislators: in particular our South Texas Delegation: Senator Eddie Lucio,

Senator Juan “Chuy” Hinojosa, and Representatives Longoria, Martinez, Lucio III, Guillen, Guerra, Munoz, Canales, and Olivera to develop and/or support legislation to reestablish the Texas Leverage Fund as previously administered and instituted.

READ, PASSED AND APPROVED ON THIS THE 17TH DAY OF DECEMBER 2018 BY A MAJORITY OF THE PHARR EDC BOARD OF DIRECTORS AT A MEETING AT WHICH A QUORUM WAS PRESENT.

ATTEST:

_____	_____	_____	_____
Dr. Ambrosio Hernandez, President	Date	Victor Perez, Executive Director	Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communication
s

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for proposals for 300kw natural gas stand-by generator for the new Pharr Public Safety Communications Building.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: We are requesting permission to advertise for the Purchase & Installation of a 300kw natural gas stand-by generator for our new Pharr Public Safety Communications Building

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 12/13/2018

Daniel Ramirez

Approved - 12/13/2018

Sandra Zamora

Approved - 12/13/2018

Karla Moya

Approved - 12/13/2018

City Management Office

Final Approval - 12/13/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communication
s

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise for proposals for a Video Wall for the new Pharr Public Safety Communications Building.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: We are requesting for permission to advertise for a Video Wall for the new Pharr Public Safety Building utilizing the RFP process.

Financial Consideration:

Staff Recommendation: Staff Recommends approval.

Alternatives:

ROUTING:

Daniel Ramirez

Created/Initiated - 12/13/2018

Daniel Ramirez

Approved - 12/13/2018

Sandra Zamora

Approved - 12/13/2018

Karla Moya

Approved - 12/13/2018

City Management Office

Final Approval - 12/13/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 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 - 12/13/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.1.

DATE SUBMITTED: December 11, 2018

MEETING DATE: December 17, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Los Bandidos Mexican Grill & Sports Bar has filed with the Planning and Zoning Commission a request for 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 a 0.06 acre tract of land, more or less, out of Lot 188, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6903 South Jackson Road.

CUP#181179

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Los Bandidos Mexican Grill & Sports Bar has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#181179**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio

Created/Initiated - 12/11/2018

Roland Gomez

Approved - 12/13/2018

Melanie Cano

Approved - 12/13/2018

City Management Office

Final Approval - 12/13/2018



MEMORANDUM

DATE: MONDAY, DECEMBER 17, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC FILE NO. CUP#181179 (LOS BANDIDOS MEXICAN GRILL & SPORTS BAR)

GENERAL INFORMATION:

APPLICANT: Los Bandidos Mexican Grill & Sports Bar has filed with the Planning and Zoning Commission a request for Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.06 acre tract of land, more or less, out of Lot 188, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6903 South Jackson Road.

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

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

FIRE DEPARTMENT:

Inspection is pending for the Conditional Use Permit

CODE COMPLIANCE DIVISION:

Inspection is pending for the Conditional Use Permit.

HEALTH DIVISION:

Inspection is pending for the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC:

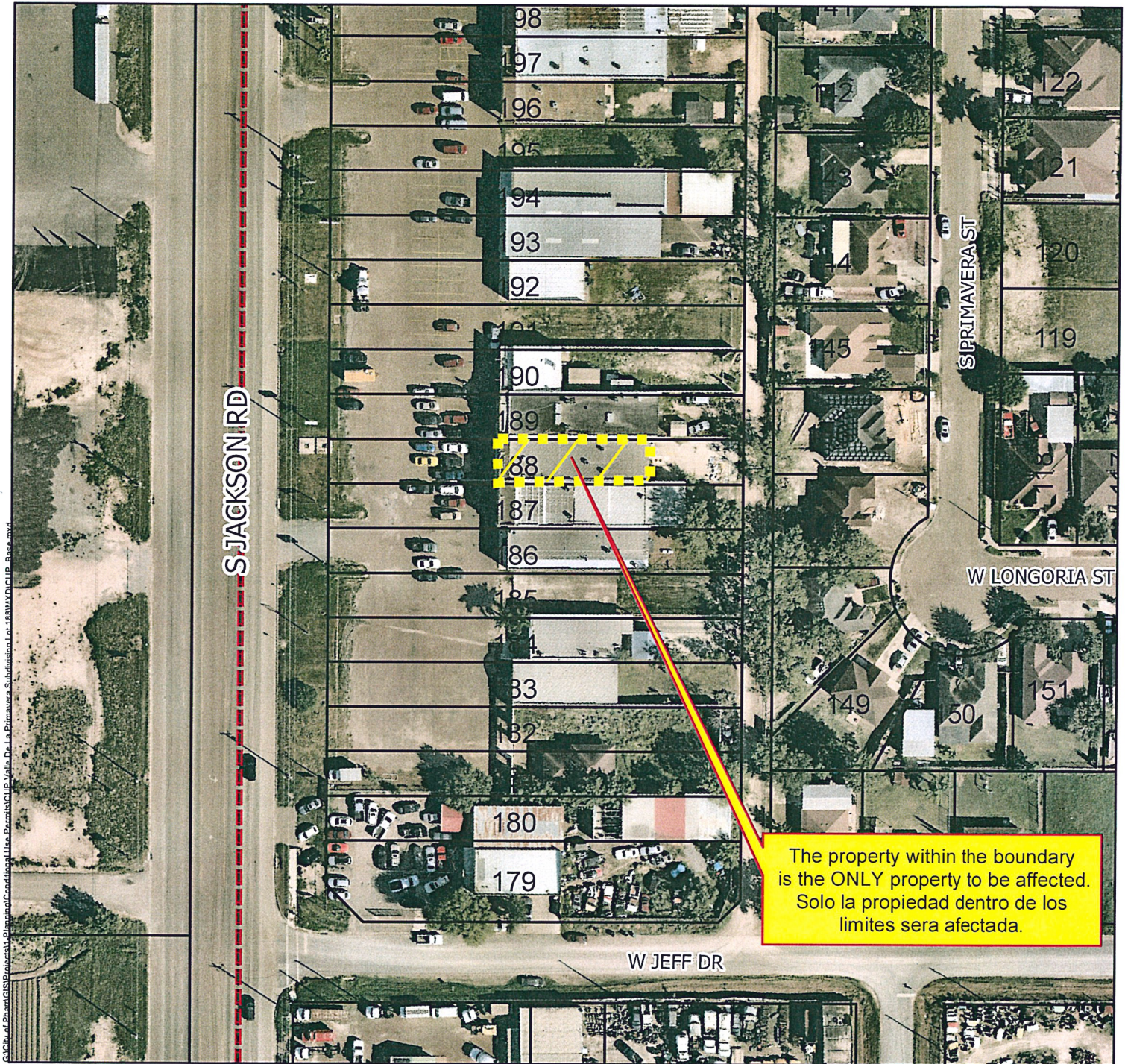
Thirty-seven (37) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received no response to the letters or the legal notice.

DEVELOPMENT SERVICES RECOMMENDATIONS:

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



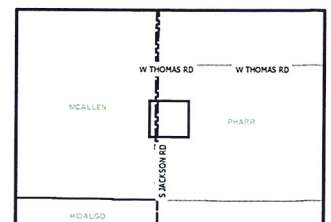
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- Mobile Home

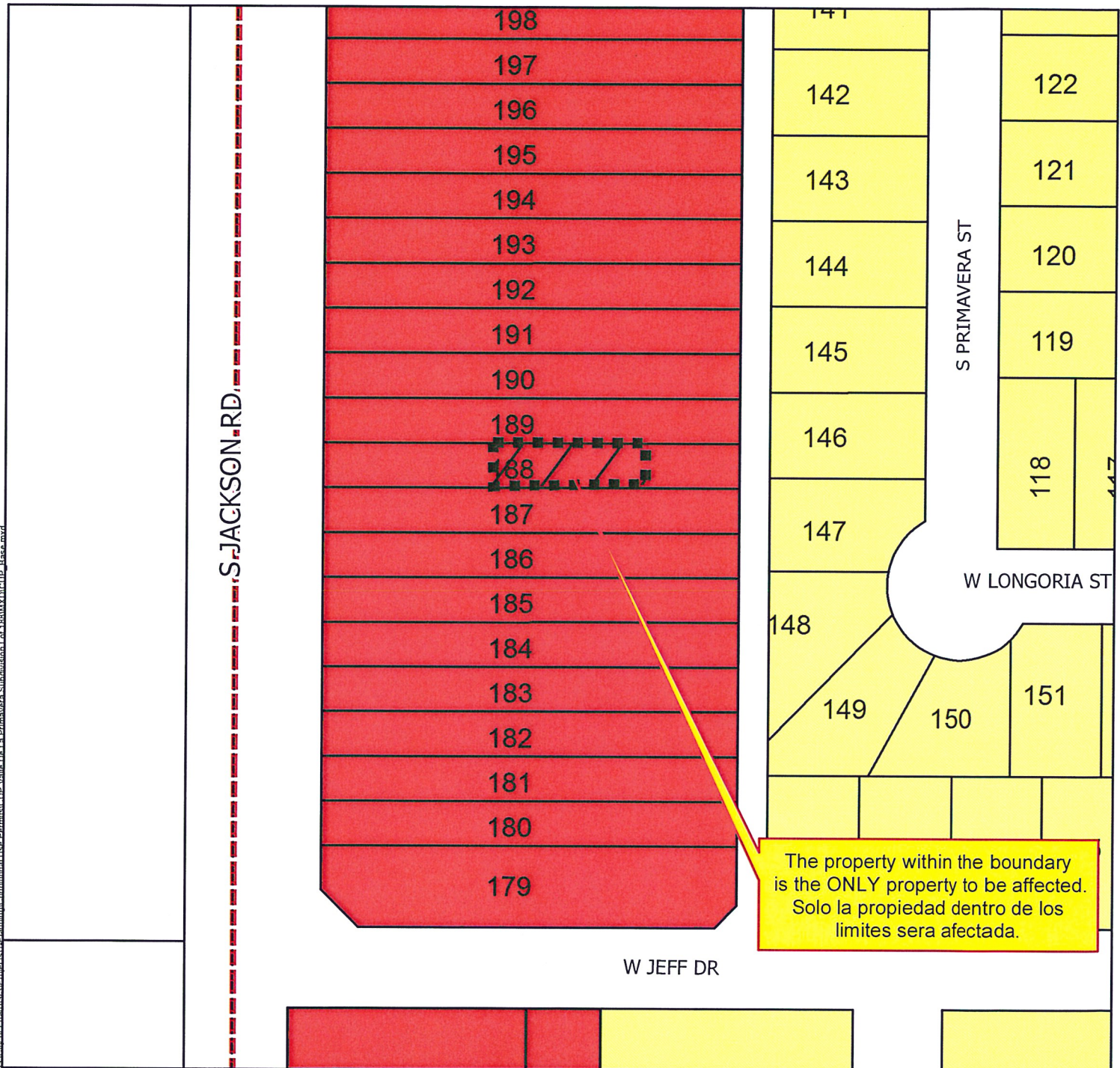
- Townhouse
- HUD Code
- Rail Road R.O.W.
- Government Owned
- General Business
- Business District
- Drainage Easement

- 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.

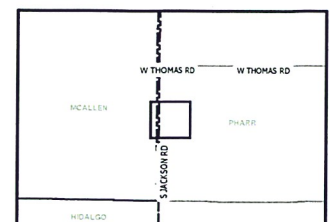


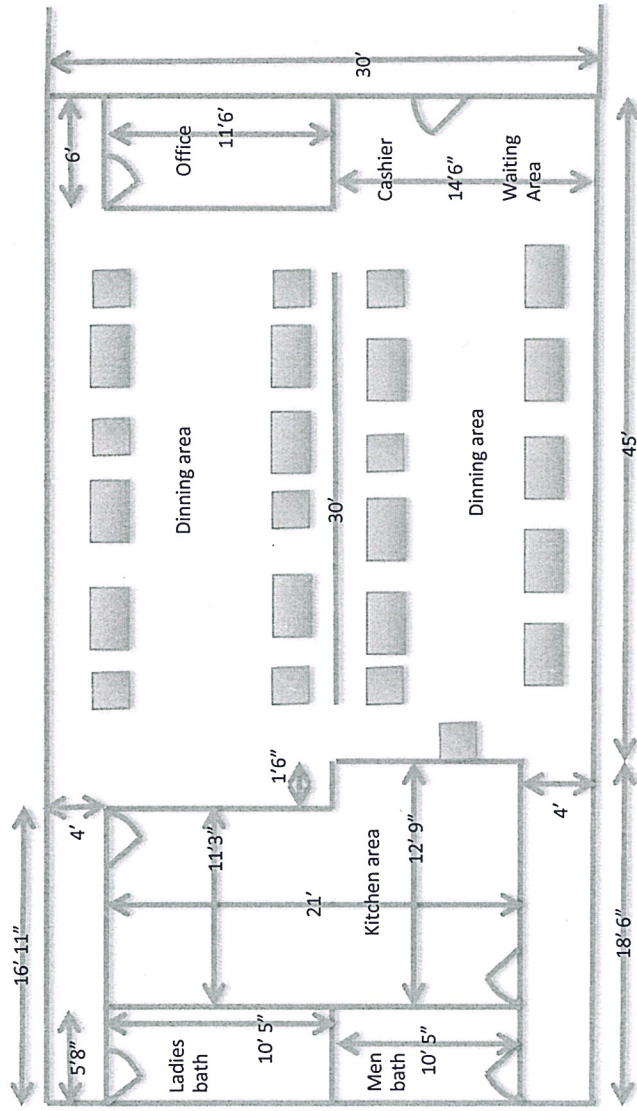


C:\City of Pharr\GIS\Projects\1. Planning\Conditional Use Permits\CLUP Valle De La Primavera Subdivision Lot 188\CLUP_Base.mxd

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

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





6903 South Jackson
Valle de la Primavera Lot 188

LOS BANDIDOS MENU

ENTRADAS

Guacamole	\$5:00
PApa asada sencilla	\$6:00
Papa asada con Carne	\$8:00
Panchos	\$5:00
Panchos Especiales	\$8:00
Frijoles Preparados	\$4:00

ASADOS

1/2 lb de fajita con cebolla, guacamole, y orden de frijoles y tortillas	\$12.00
1/2 lb Bistek con cebolla asada, guacamole y frijoles charros preparados, tortillas	\$10.00

New York Stake con guacamole, cebolla y tortillas	\$12.00
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Alambre de lomo con guacamole y queso, tortillas	\$12.00
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Orden de discada, tortillas y cebolla asada	\$10.00
---	---------

Orden de costras con bistek	\$7.00
Orden de costras con fajita	\$8.00

BEBIDAS

Aguas:

Orchata, Jamaica, Limon, Melon	\$1.50
Coca Mexicana	\$2.00
Te, Raspberry, Negro,	\$1.50
Cerveza XX Corona, Indio, Tecate	\$3.50

TACOS

De Carne asada Bistek (Orden 5)	\$7.00
DE Fajita	\$8.00
De Fajita con Costra de queso	\$10.00
Gringas (2 Harina)	\$6.00
Sincronizada de bistek	\$7.00
Sincronizada de Fajita	\$8.00

HOT DOGS Y

HAMBURGUESAS

Hot dog	\$ 1.50
Hot dog Mexicano	\$2.00
Hot dog Especial Mexicano	\$4.00
Hot Dog Especial Asado	\$4.00

Hamburguesa sencilla	\$4.00
Hamburguesa Mexicana	\$6.00
Hamburguesa Especial	\$7.00

Torta de milanesa	\$6.00
Torta Cubana	\$7.00
Torta de bistek	\$6.00

Gracias por su Preferencia

MU SE
Cantina
BAR & GRILL



—Taqueria—
RAMIREZ
#2
956-627-1379

MEXICAN
BUFFET
LOS CHILAQUILES
RESTAURANT & CATERING

100%
COMIDA
CASERA





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.E.2.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: The City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a change of zone from Single-Family Residential District (R-1) to Heavy Commercial District (H-C). The subject site is located on the south side of East Clark Avenue with the property's physical address being 200 East Clark Avenue. **COZ#181177**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a change of zone from Single-Family Residential District (R-1) to Heavy Commercial District (H-C). **COZ#181177**

Financial Consideration:

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Heavy Commercial District (H-C) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission unanimously voted to approve the rezoning request from Single-Family Residential District (R-1) to Heavy Commercial District (H-C) subject to staff's recommendations.

Alternatives:

ROUTING:

Angie Resio
Roland Gomez

Created/Initiated - 12/12/2018
Approved - 12/13/2018

Melanie Cano
City Management Office

Approved - 12/13/2018
Final Approval - 12/13/2018



STANDARDIZED RECOMMENDATION FORM

MEETING DATE: December 17, 2018

ROUTE TO BOARD:

☒ CITY COMMISSION AGENDA ITEM: COZ:#181177
☐ PLANNING & ZONING COMMISSION DATE SUBMITTED: November 6, 2018

5. Applicant: The City of Pharr.
6. Requested Action: Re-zoning request from Single-Family Residential District (R-1) to Heavy Commercial District (H-C).
7. Nature / Intent of Request: Initiating a change of zone for the betterment of the city.

8. Routing to Staff:

F. Melanie Cano, Director



Initials

12/4/18 ☒ Approval ☐ Denial
Date

G. Planning Staff
Recommendations



Initials

12/4/18 ☒ Approval ☐ Denial
Date

H. Planning and Zoning
Commission

Initials

12/17/18 ☒ Approval ☐ Denial
Date

I. City Attorney

Initials

Date ☐ Approval ☐ Denial

J. City Manager

Initials

Date ☐ Approval ☐ Denial



MEMORANDUM

DATE: MONDAY, DECEMBER 17, 2018

TO: MAYOR AND CITY COMMISSION

FROM: DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: Re-zoning Request: From Single-Family Residential District (R-1) to Heavy Commercial District (H-C): Being Lots 1 through 7, Block 27 and part of a 20 foot alley R.O.W. (abandoned), Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 200 East Clark Avenue.

REZONING CHECKLIST / GOALS:

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

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

DESCRIPTION OF PROPERTY:

The City of Pharr, for the betterment of the city, has filed with the Planning and Zoning Commission a request for a change of zone from Single-Family Residential District (R-1) to Heavy Commercial District (H-C). The subject site is located on the south side of East Clark Avenue with the property's physical address being 200 East Clark Avenue.

The property is legally described as all of Lots 1 through 7, Block 27 and part of a 20 foot alley R.O.W. (abandoned), Pharr Original Townsite Subdivision, Pharr, Hidalgo County, Texas.

The property is currently zoned Single-Family Residential District (R-1). The surrounding properties are zoned Single-Family Residential District (R-1) to the north, and Heavy Commercial District (H-C) to the south, east and west. The property is generally designated for public/semi-public use in the Land Use Plan.

On June 15, 1982, the subject property as well as the properties to the north, south, east and west were zoned to Single-Family Residential District (R-1) when the city adopted the current Zoning Ordinance used today. There have been no other zoning requests within the general vicinity of the subject property since that time.

The City of Pharr, Texas, is requesting a change of zone to Heavy Commercial District (H-C) for the betterment of the city.

The *heavy industrial commercial* district is established to provide adequate space and site diversification for *commercial* establishments which would involve influences that would be objectionable in the other *commercial* districts or adjacent to residential districts. Included in this district are *commercial* uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from *heavy* service operations, or any other possibly blighting influences.

Sixteen (16) letters were mailed out to the surrounding property owners and a legal notice was published in the Advance News Journal. Staff received two (2) walk-in, one being against and the other for information only.

Development Services is recommending **approval** of the request to re-zone to Heavy Commercial District (H-C) as the property meets area requirements and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously voted to **approve** the rezoning request from Single-Family Residential District (R-1) to Heavy Commercial District (H-C) 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.**



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

City of Pharr

APPLICANT

200 East Clark Avenue

ADDRESS

Single Family Residential District (R-1)

CURRENT ZONE

Heavy Commercial District (H-C)

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.

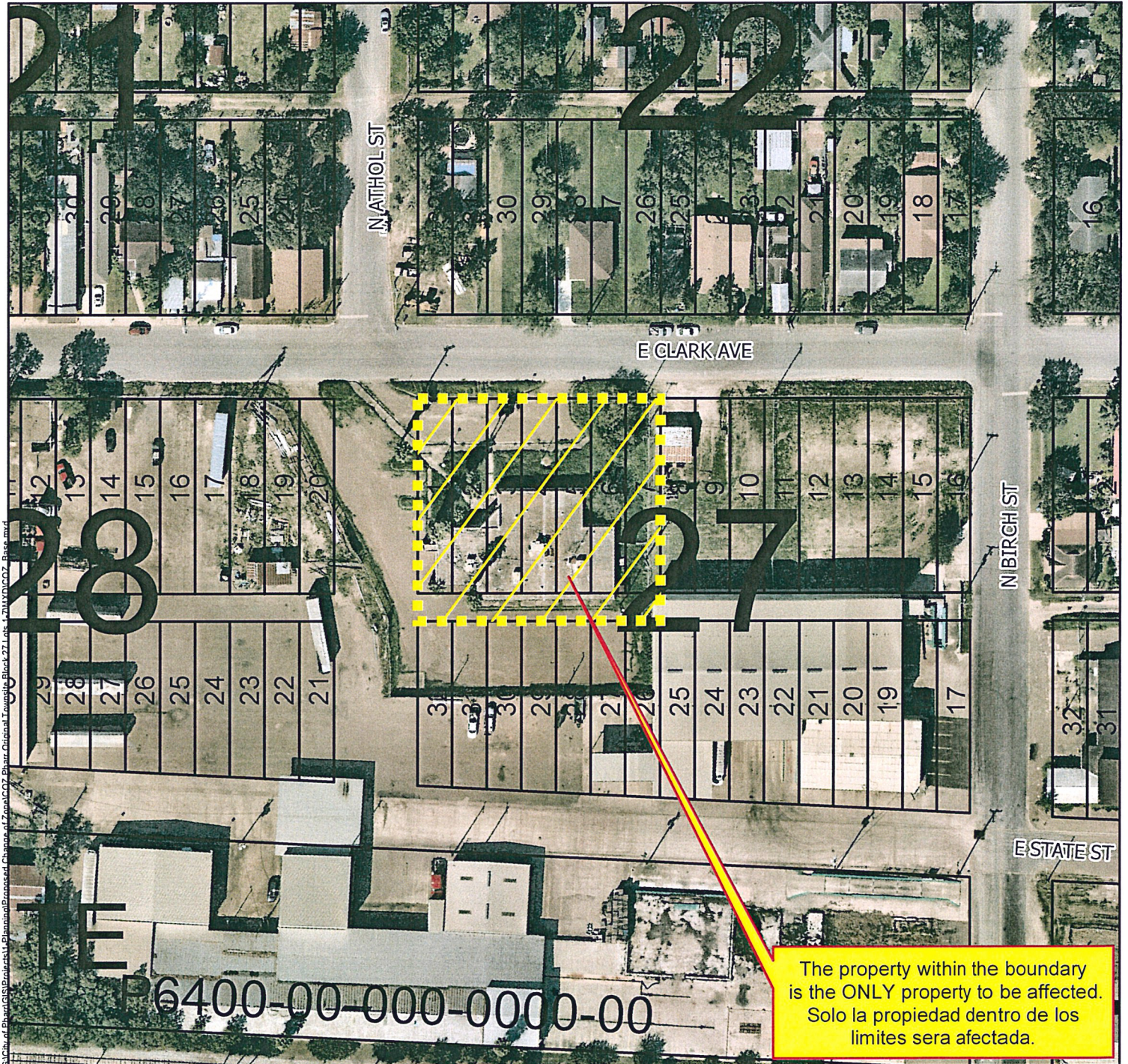
Della Robles, Planner I

PREPARED BY

November 19, 2018

DATE

Proposed Change of Zone
Pharr Original Townsite Block 27 Lots 1-7
City of Pharr



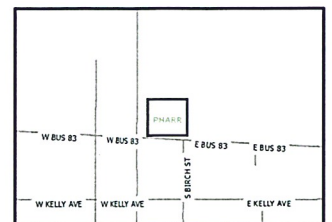
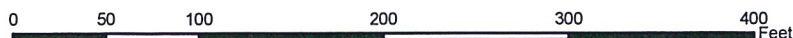
- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail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

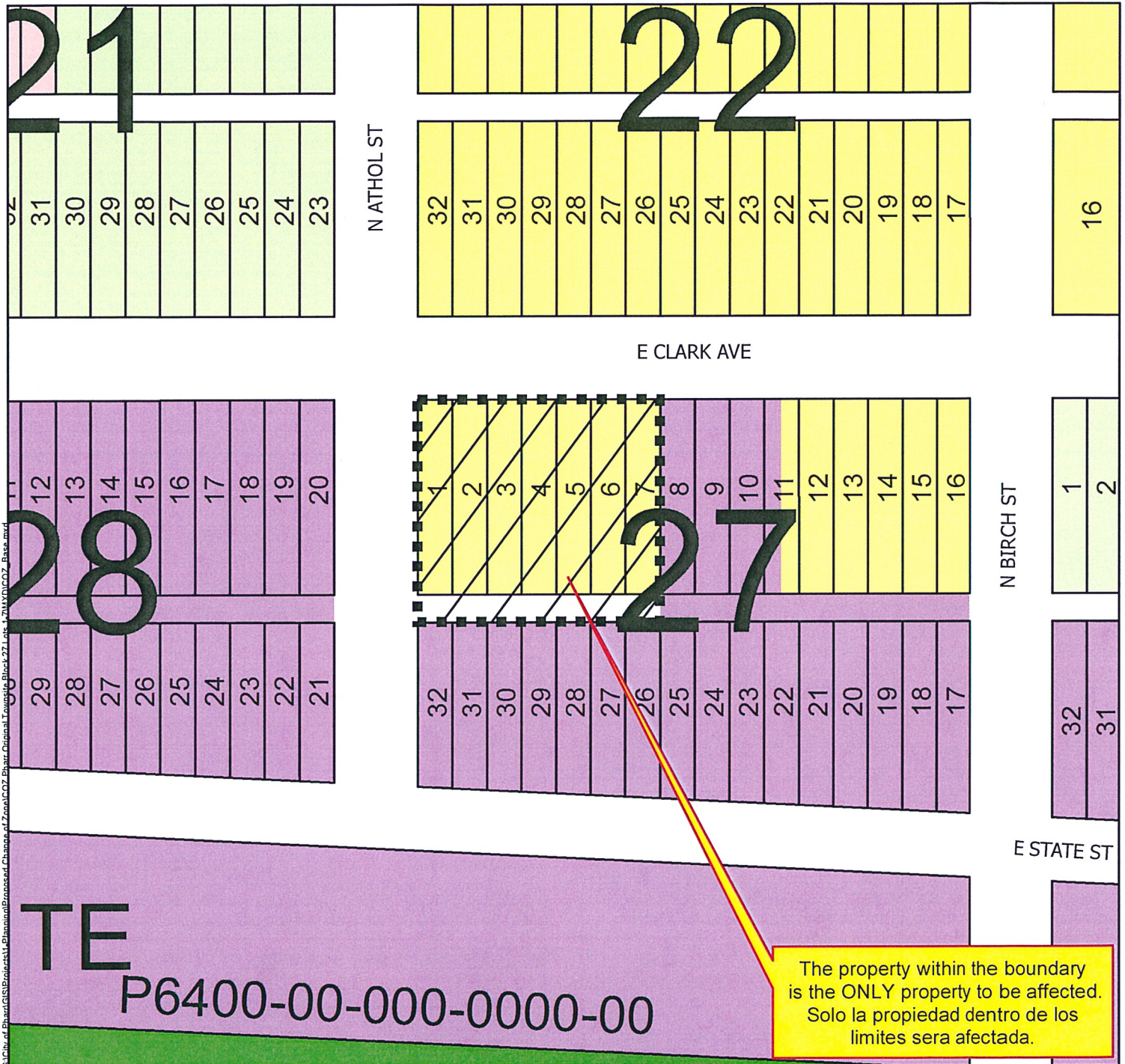
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 11/14/2018

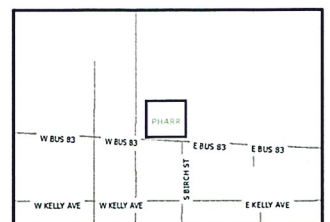
Scale: 1 inch = 103 feet

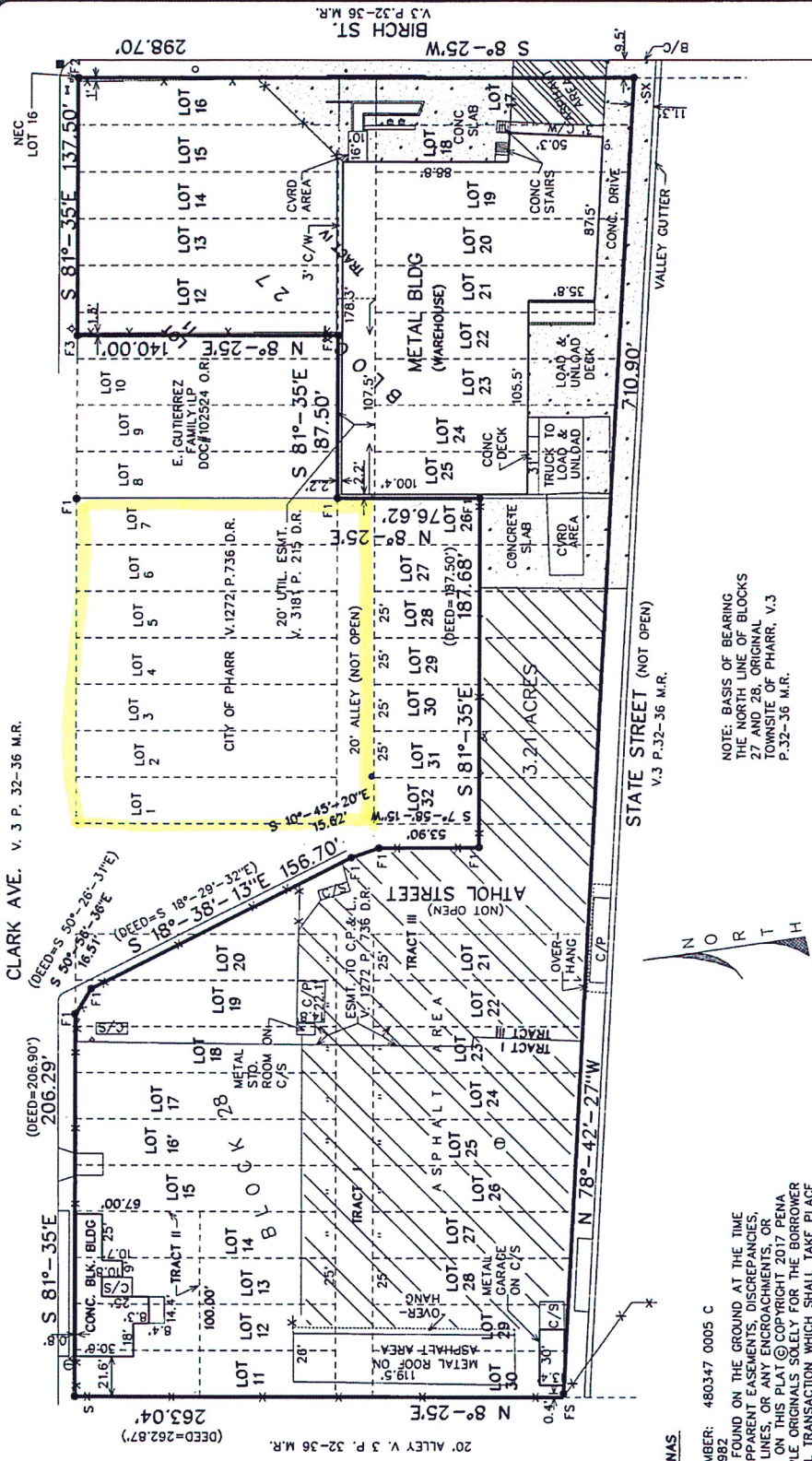




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|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
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| Mobile Home | Drainage Easement | Hidalgo ISD | |

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NOTE: BASIS OF BEARING
THE NORTH LINE OF BLOCKS
27 AND 28, ORIGINAL
TOWNSITE OF PHARR, V.3
P.32-36 M.R.

CAD5:PHARR-0127-28
SCALE: 1"=60'
JOBNO. 61695

- LEGEND
- F1-FOUND 1/2" DIAMETER IRON ROD
 - F2-FOUND 1" DIAMETER IRON PIPE
 - F3-FOUND 3/4" DIAMETER IRON PIPE
 - F5-FOUND COTTON PICKER SPINDLE
 - FX-FOUND "X" CUT IN CONCRETE
 - S- SET 1/2" DIAMETER IRON ROD
 - WITH CAP STAMPED "PENA 5242"
 - SX-SET "X" CUT IN CONCRETE
 - R.O.W.- RIGHT OF WAY
 - B/C-BACK OF CONC. CURB & GUTTER
 - C/S- CONC. SLAB
 - C/P- COVERED PORCH
 - *- 6" CHAINLINK FENCE
 - *- FIRE HYDRANT
 - STORM WATER INLET
 - C/W- CONC WALK
 - TELEPHONE PEDESTAL
 - LIGHT POLE

BUYER'S NAME: **CLAUDIA PAHOLA ALMAZAN-SALINAS**
FLOOD ZONE: ZONE: "B" COMMUNITY PANEL NUMBER: 480347 0005 C
MAP REVISED: OCT. 19, 1982

I CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT © COPYRIGHT 2017. PENALTY FOR VIOLATION OF THIS CERTIFICATION IS \$10,000 PER DAY. THE BORROWER ENGINEERING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS WHICH SHALL TAKE PLACE NAMED HEREON, IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE

LEGAL DESCRIPTION: 3.21 ACRES OUT OF BLOCKS 27 AND 28, AND A PORTION OF ABANDONED ALLEY & A PORTION OF ATHOL STREET (NOT OPEN) IN ORIGINAL TOWNSITE OF PHARR, HIDALGO COUNTY, TEXAS AS RECORDED IN VOLUME 3 PAGES 32 THRU 36 OF THE MAP RECORDS OF SAID COUNTY.

PABLO PERA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242
DATE: 10-27-2017

PENA ENGINEERING
POST OFFICE BOX 4320
MCALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7562
FIRM#10087200





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 12/13/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.1.

DATE SUBMITTED: December 11, 2018

MEETING DATE: December 17, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: M Garcia Engineering, LLC, representing Darrel Johnson, A Attic XI Limited Partnership, a Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed A Attic XI Subdivision. The property is legally described as being a 4.957 acre tract of land situated in Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Ridge Road. **SUB#181135**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: M Garcia Engineering, LLC, representing Darrel Johnson, A Attic XI Limited Partnership, a Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed A Attic XI Subdivision. **SUB#181135**

Financial Consideration: N/A

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

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed A Attic XI Subdivision.

Alternatives: N/A

ROUTING:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 12/11/2018

Approved - 12/13/2018

Approved - 12/13/2018

Final Approval - 12/13/2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 17, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: A ATTIC XI SUBDIVISION FILE NO. SUB#181135
--

GENERAL INFORMATION:

APPLICANT: M Garcia Engineering, LLC, representing Darrel Johnson, A Attic XI Limited Partnership, a Texas Limited Partnership, is requesting preliminary and final plat approval of the proposed A Attic XI Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 4.957 acre tract of land situated in Lot 202, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1200 Block of West Ridge Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are Agricultural Open Space District (A-O) to the north, High Density Multi-family District (R-4) and Agricultural Open Space District (A-O) to the east, Medium Density Multi-family District (R-3) to the south and High Density Multi-family District (R-4) to the west. The property is designated for commercial and multi-family residential use in the Land Use Plan.

**PROPERTY
PROPOSED USE:** Storage units

VARIANCES:

None requested.

RECOMMENDATIONS:

Development Services recommends preliminary and final plat approval of the proposed A Attic XI Subdivision subject to the following conditions:

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

1. Label center line on W. Ridge Rd.
2. Provide a street lighting plan.

EASEMENTS:

1. Provide a 15' exclusive easement for City of Pharr, for public utilities within the properties, if any.

**SIDEWALK:
ADA:**

1. As per City Standards.

FIRE PROTECTION:

1. See attach comments.

WATER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. All drainage construction shall comply with City of Pharr Standards.
2. Discharge permit from Hidalgo County Drainage District will be required if discharging to drainage district canal.

OTHER:

1. Need signatures on plat and seals (engineer and surveyor).
2. Moore road sewer improvements reimbursement: \$322.40 per acre.
3. Need to update location map to show current subdivision layout to the west
4. Plat note #4, keep only "Building setback lines as per City of Pharr Ordinance.
5. Plat note #5, remove the 6' and add 5'
6. Plat note #7, verify the B.M. and add location of B.M.
7. Plat note #8, reword and verify spelling, see attach comments.
8. Plat note #11, Use detention directive.
9. Add: Planning and Zoning commission, after chairman on the signature line.
10. Verify the metes & bounds for correct spelling and spacing.
11. The easement on the south east corner needs to be 15' Exclusive easement to City of Pharr.

12. Label all monuments.
13. Remove the subdivision name south of the proposed property.
14. Need to verify the existing subdivision to the west.
15. Change Scale to 1"=50'.
16. Developer to construct fence for lots abutting/fronting any drain ditch regardless of who owns it. NOTE ON PLAT
17. Owners to maintain R.O.W. and perimeter of subdivision. NOTE ON PLAT
18. SWPPP will be required before notice to proceed (NTP) is issued; SWPPP will be submitted at pre construction meeting.
19. Notice of Intent (NOI/CNOI) will be needed before NTP is issued.
20. Need S.W.P.P.P. 3 hard copies, 1 for review, 2 for finalization.
21. Erosion and sediment control plan.
22. Show BMP for existing inlets.
23. See attach engineering comments.

**PLANNING AND
ZONING
COMMISSION:**

The Planning and Zoning Commission voted unanimously to approve the preliminary and final plat of the proposed A Attic XI Subdivision.



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



Subdivision: A ATTIC XI Subdivision Plat Review

Reviewed By: Dago Soto, Asst. Fire Marshal Date: 12/03/18

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

Additional Comments:

☒ Shall follow City Standards for Subdivision

☒ Shall add a dead-end fire hydrant no more than 150 feet away from W. Ridge Rd on westside of property

PLAT REVIEW FOR: *A ATTIC XI SUBDIVISION*

COMMENTS: Initials: J.V. / O.D.L. / R. B NOVEMBER 29, 2018

WATER:

- OK
- Why a 2" Water Meter
- Relocate Fire Hydrant located on S.E. Corner to Fire Departments Recommendations
- Follow City of Pharr Construction Standards Manual

SEWER:

- OK
- Sewer Service not to remain under driveway
- Sewer Service to remain private
- Sewer Service to property line only
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: A ATTIC XI

DATE: November 27, 2018

REVIEW: Preliminary

PLAT

1. Revise name of subdivision east of the drain ditch to say "The Gardens at Brooks Ridge Subdivision".
2. Note No. 5---Remove 1st sentence. Revise 2nd sentence to say "A 6 FT sidewalk . . . landings will be required along the south side of W. Ridge Rd. at subdivision construction stage".
3. Note No. 7---Revise the elevation, northing and easting coordinates to 114.09, 16592043.578, and 1081709.507 respectively.
4. Note No. 8---Revise note to say "All subdivision improvements shall comply with the current stormwater pollution prevention plan (SW3P) and the Texas Discharge Pollution Elimination System (TD PES)".
5. Note No. 11---Incomplete City of Pharr drainage directive. Include the last sentence in parenthesis in the directive.
6. Add note---Owners to maintain ROW and perimeter of subdivision.
7. Chairman P&Z Signature Block---Revise to say ' . . . , Chairman Planning & Zoning Commission".
8. RPLS seal and signature missing.
9. PE seal and signature missing.
10. Label the centerline on W. Ridge Rd.

SITE PLAN

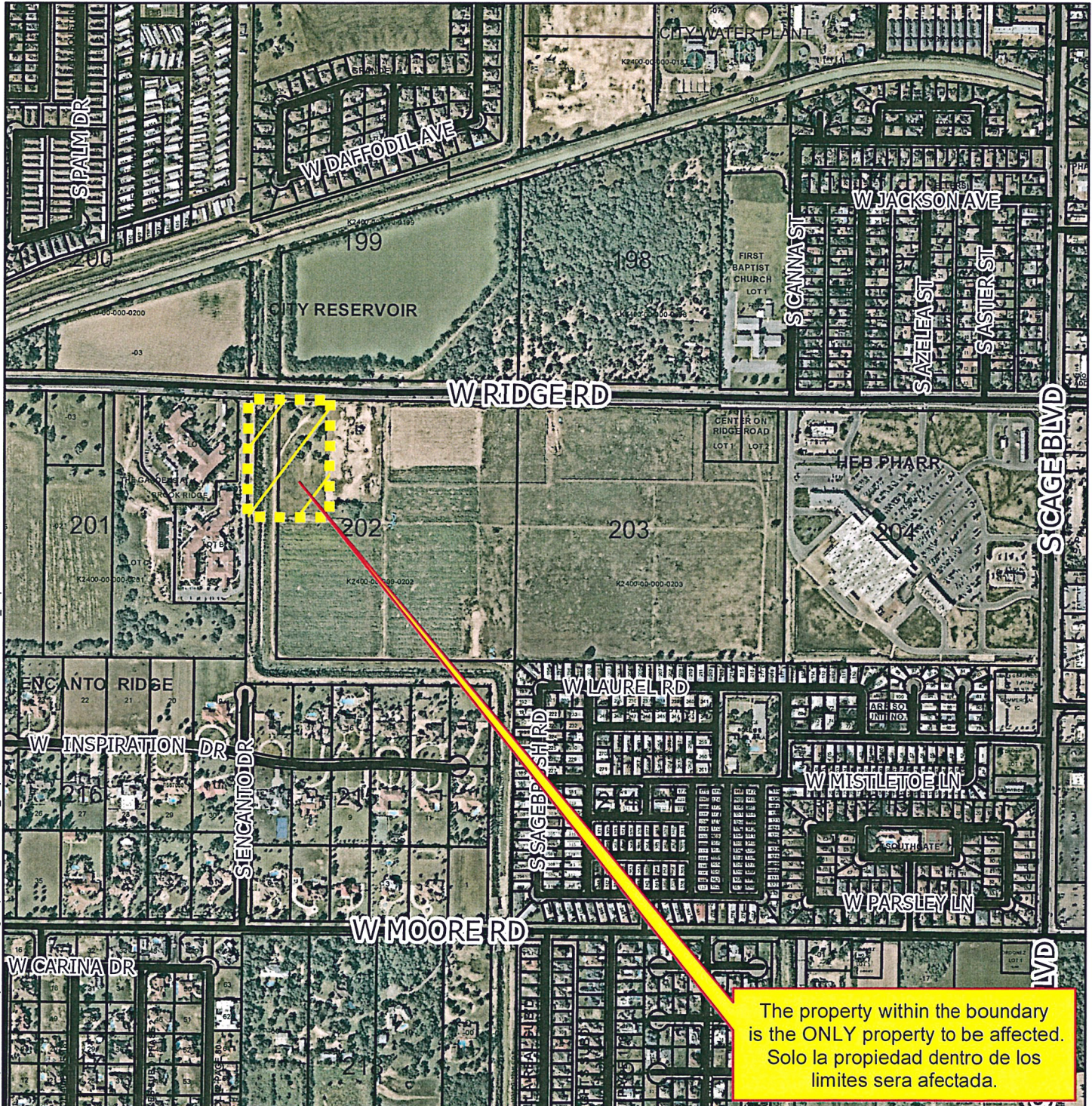
1. Provide all pertinent City of Pharr standard details (sidewalks and concrete driveway).
2. Asphalt drives will need to be replaced for concrete driveways at time of building permit.
3. 8" waterline located on Carmel subdivision south of the property is not existing. Please verify and make corrections.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit stage.
2. Drainage report to be reviewed and approved by H.C.D.D. No. 1

3. Provide a copy of excavation permit from HCDD No. 1.

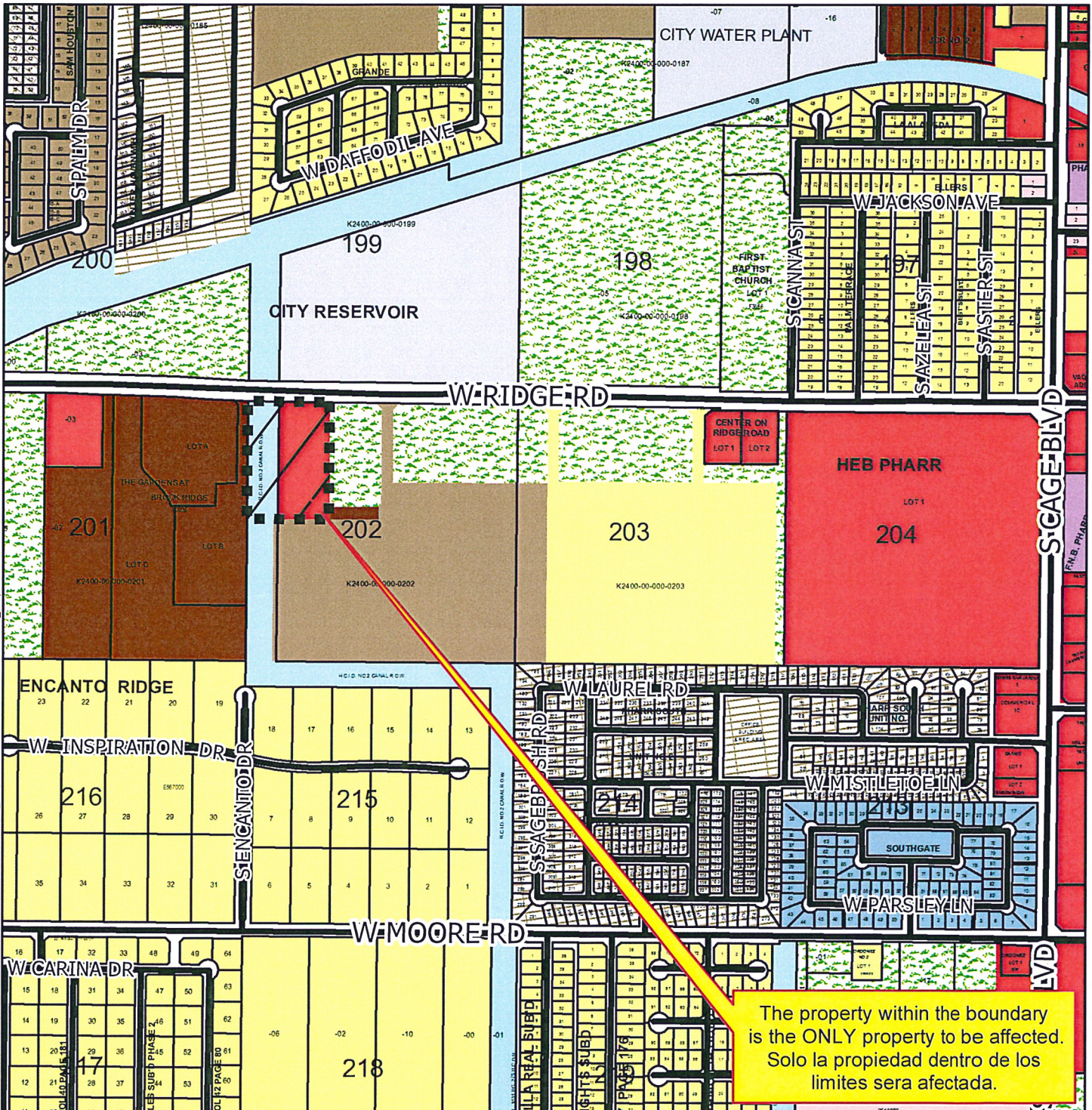
ADDITIONAL COMMENTS



G:\City of Pharr\GIS\Projects\1-Planning\Proposed Subdivisions\1-Proposed A ATTIC XI Subdivision\MXD\Sub_Division Base.mxd

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





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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.F.2.

DATE SUBMITTED: December 11, 2018

MEETING DATE: December 17, 2018

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: CLH Engineering Inc., representing Ricardo Abreu, is requesting final plat approval of the proposed Kiskeya Park Subdivision. The property is legally described as being 3.42 acres out of Lot 8, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 1200 Block of West Minnesota Road. **SUB#160924**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: CLH Engineering Inc., representing Ricardo Abreu, is requesting final plat approval of the proposed Kiskeya Park Subdivision. **SUB#160924**

Financial Consideration: N/A

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

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

Alternatives: N/A

ROUTING:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 12/11/2018

Approved - 12/13/2018

Approved - 12/13/2018

Final Approval - 12/13/2018



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, DECEMBER 17, 2018

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: KISKEYA PARK SUBDIVISION FILE NO. SUB#160924
--

GENERAL INFORMATION:

APPLICANT: CLH Engineering Inc., representing Ricardo Abreu, is requesting final plat approval of the proposed Kiskeya Park Subdivision.

LEGAL DESCRIPTION: The property is legally described as being 3.42 acres out of Lot 8, Block 4, A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 1200 Block of West Minnesota Road.

ZONING: The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) to the north and south and Agricultural and/or Open Space District (A-O) to the east and west. The property is designated for multi-family residential use in the Land Use Plan.

PROPERTY PROPOSED USE: Indoor tennis court sport facility.

VARIANCES: None requested.

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

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

1. A 1/3 of street R.O.W. improvement was escrowed.

EASEMENTS:

1. Public easements shall read "Exclusive easement to City of Pharr".

**SIDEWALK:
ADA:**

1. As per City Standards.

FIRE PROTECTION:

1. See attach comments.

WATER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

SEWER:

1. See attach comments.
2. Follow City of Pharr Construction Standards Manual.

DRAINAGE:

1. In compliance.

OTHER:

1. None.

**PLANNING AND
ZONING
COMMISSION:**

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



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



Subdivision: Kiskeya Park Subdivision Passed with conditions

Reviewed By: Dagoberto Soto Fire Marshal Date: November 21, 2018

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

Additional Comments:

☒ At the time of the Subdivision Final it was approved with conditions.

☒ At construction phase of building, the Hydrants will have the proper clearance from surface. The subdivision will have a half hammerhead for Fire Apparatus turnaround at rear of property. 3-foot Clearance around hydrants and Fire Lanes shall be painted Red with Fire Lane- Tow Away Zone Lettering

FINAL INSPECTION

KISKEYA PARK SUBDIVISION

COMMENTS: Initials: R.B. NOVEMBER 30, 2018

☐ Approve ☒ Approved with Conditions ☐ Denied

WATER:

- All water valves will need concrete collars to be 30" x 30" x 6" with wire mesh
- Will need to stabilize all concrete collars
- Will need to engrave "V" at all water valve locations
- Missing concrete collar and Valve on N.W. location
- Follow City of Pharr Construction Standards Manual

SEWER:

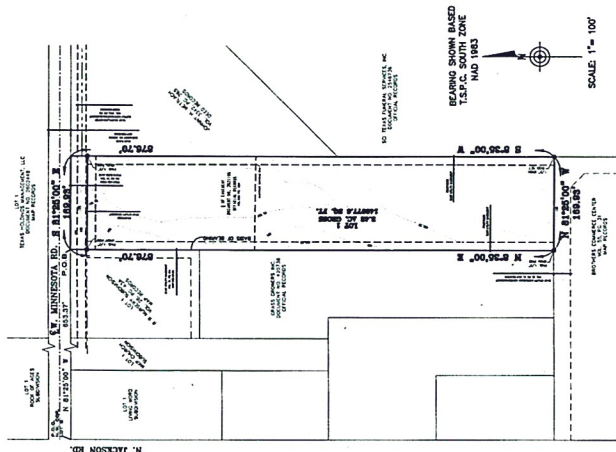
- OK
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____



BEING 3.42 ACRES OUT OF LOT EIGHT (8) BLOCK FOUR (4), A-1, McCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 21, PAGE 598, MAP RECORDS, HIDALGO COUNTY, TEXAS

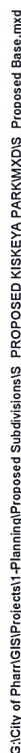
[illegible]

DATE: _____

CLOROURO HINOJOSA, JR.
LICENSED PROFESSIONAL ENGINEER No. 90838
701 SOUTH 15TH STREET
MCALLEN, TEXAS 78501

DATE OF PREPARATION: DECEMBER 2, 2016

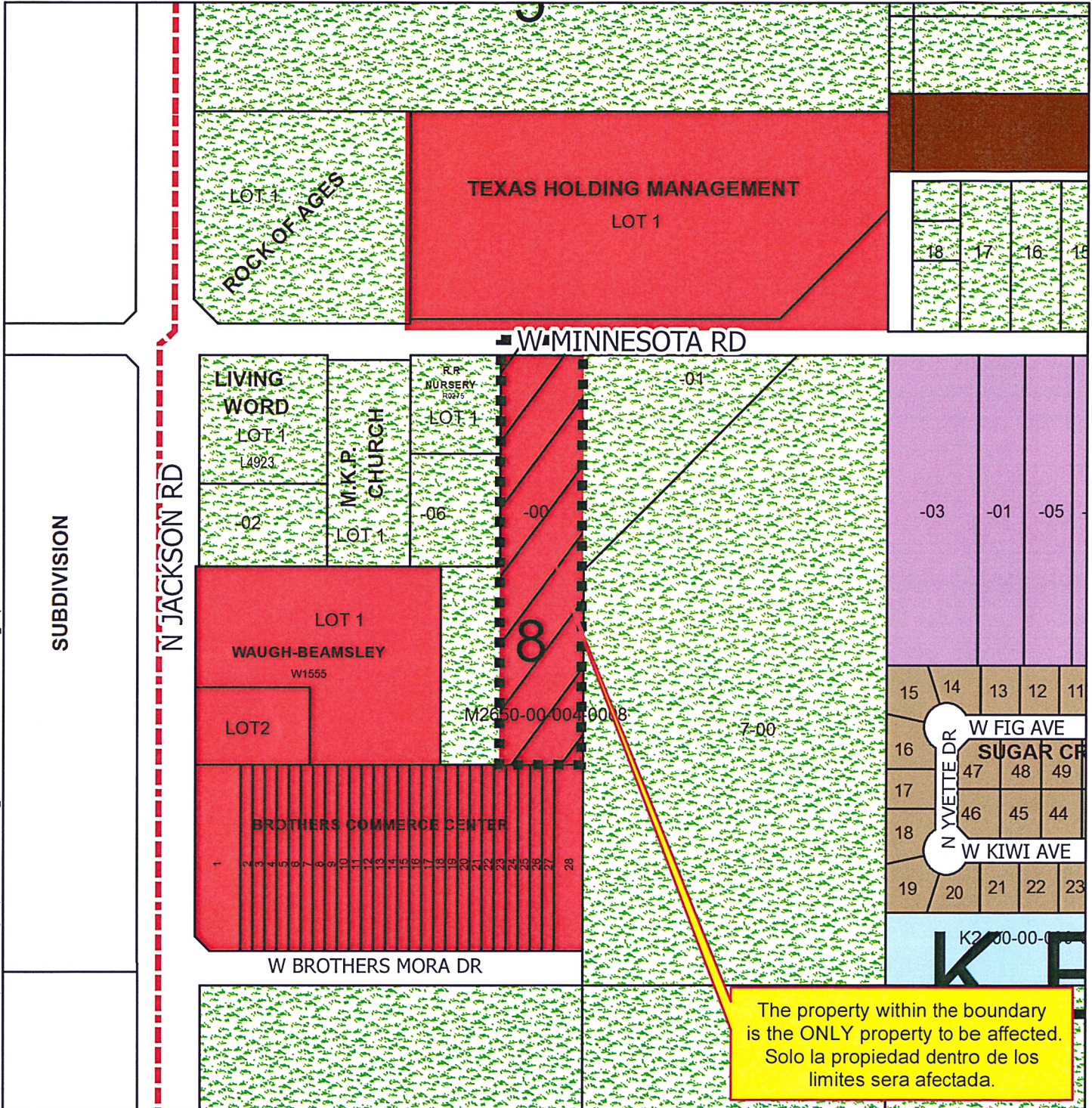




- | | | | | |
|---|---|---|---|--|
|  Agricultural Open Space |  High Density Multi-Family |  Government Owned |  Heavy Industrial |  Hidalgo ISD |
|  Single Family |  Mobile Home |  General Business |  Limited Industrial |  Valley View ISD |
|  Single Family Small Lot |  Townhouse |  Business District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

Date: 12/11/2018

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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on Resolution amending the City of Pharr Thoroughfare Plan and the Hidalgo County Thoroughfare Plan to reflect right-of-way (ROW) revisions requested by the Texas Department of Transportation (TxDOT) for Cage Blvd. (US 281), Nolana Loop (FM 3461) and Jackson Rd. (FM 3362 and FM 2061)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

The Hidalgo County Metropolitan Planning Organization (HCMPO) has initiated its Annual Thoroughfare Plan Amendment Process and requested members to submit amendments to the Hidalgo County Thoroughfare Plan. The City of Pharr is a member of the HCMPO and has been asked by TxDOT to submit amendments to the HCMPO for the following state roads:

- * Nolana Loop (FM 3461): Limits from N. Jackson Rd. to N. Veterans Blvd.
- * N. Jackson Rd. (FM 3362): Limits from W. Owassa Rd. to W. Bus. 83
- * S. Jackson Rd. (FM 2061): Limits from W. Bus. 83 to W. Dicker Rd.

The above listed state roads all show 120 ft. ROW on the City of Pharr Thoroughfare Plan, and will need to be changed to 150 ft. ROW as per TxDOT's request. The change will also need to reflect on the county's plan.

Resolution, maps and amendments to the Hidalgo County Thoroughfare Plan are attached.

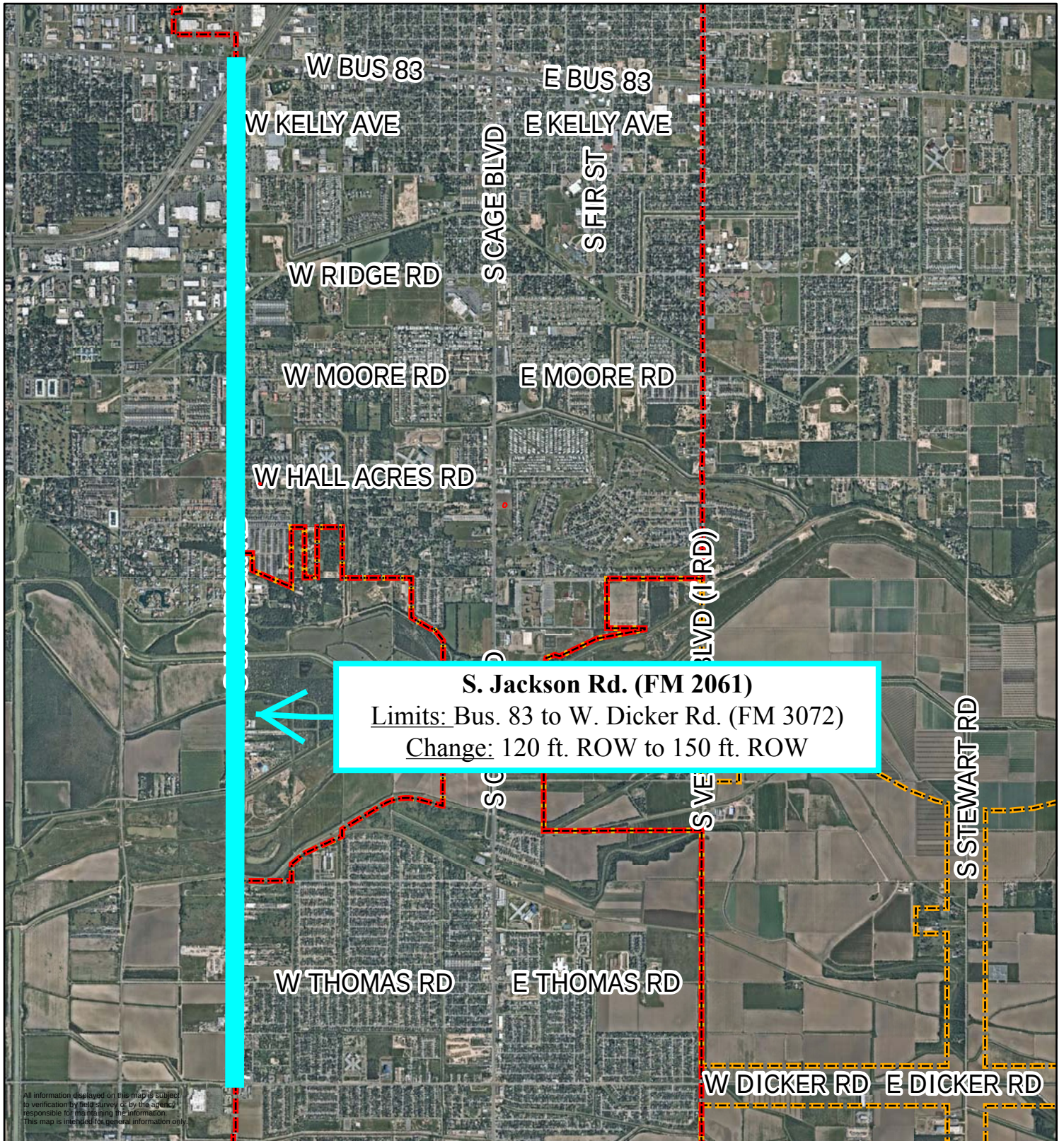
Financial Consideration: No financial impact at this time.

Staff Recommendation: Staff recommends approval of resolution amending the City of Pharr Thoroughfare Plan and the Hidalgo County Thoroughfare Plan.

Alternatives: N/A

ROUTING:

Maria Rangel	Created/Initiated - 12/13/2018
Omar Anzaldua	Approved - 12/13/2018
Patricia Rigney	Approved - 12/14/2018
City Management Office	Final Approval - 12/14/2018

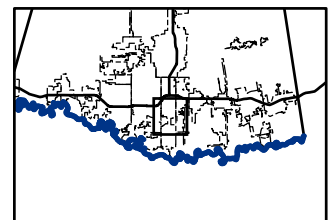
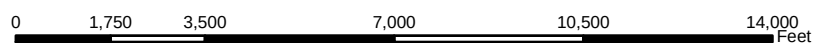


 Pharr City Limit
 Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 12/11/2018

Scale: 1 inch = 3,552 feet





Hidalgo County Thoroughfare Plan Amendment Form

(For most current map refer to UMAP Interactive Map at http://www.hcmpo.org/gisapps/GIS_HCMPO/)

Entity: City of Pharr

Contact Person: Omar Anzaldua Jr., P.E., City Engineer

Contact Person Phone Number: (956) 402-4242

Date: 12-17-2018

Amendment Details:

Roadway Name: Jackson Rd. (FM 3362)

Roadway Limits

From: Business 83

To: Owassa Rd.

Current Thoroughfare Plan Map Description:

*Existing 120 'ft *Expansion _____ 'ft *New _____ 'ft

Adding to Thoroughfare Plan Map No

Thoroughfare Plan Map Amendment Description:

*Existing 150 'ft *Expansion _____ 'ft *New _____ 'ft

Removing from Thoroughfare Plan Map No

Additional Amendment Information: _____

Supporting Documentation Required with Amendment Form:

Please submit Hidalgo County Thoroughfare Plan Amendment form and approved resolution or ordinance by entities governing body or supporting written documentation with an authorized signature to:

Luis Diaz: LDIAZ@HCMPO.ORG
Hidalgo County MPO
510 S Pleasantview Drive
Weslaco, TX 78596
(956) 969-5778

*Existing = Roadway built to full designated Right of Way.

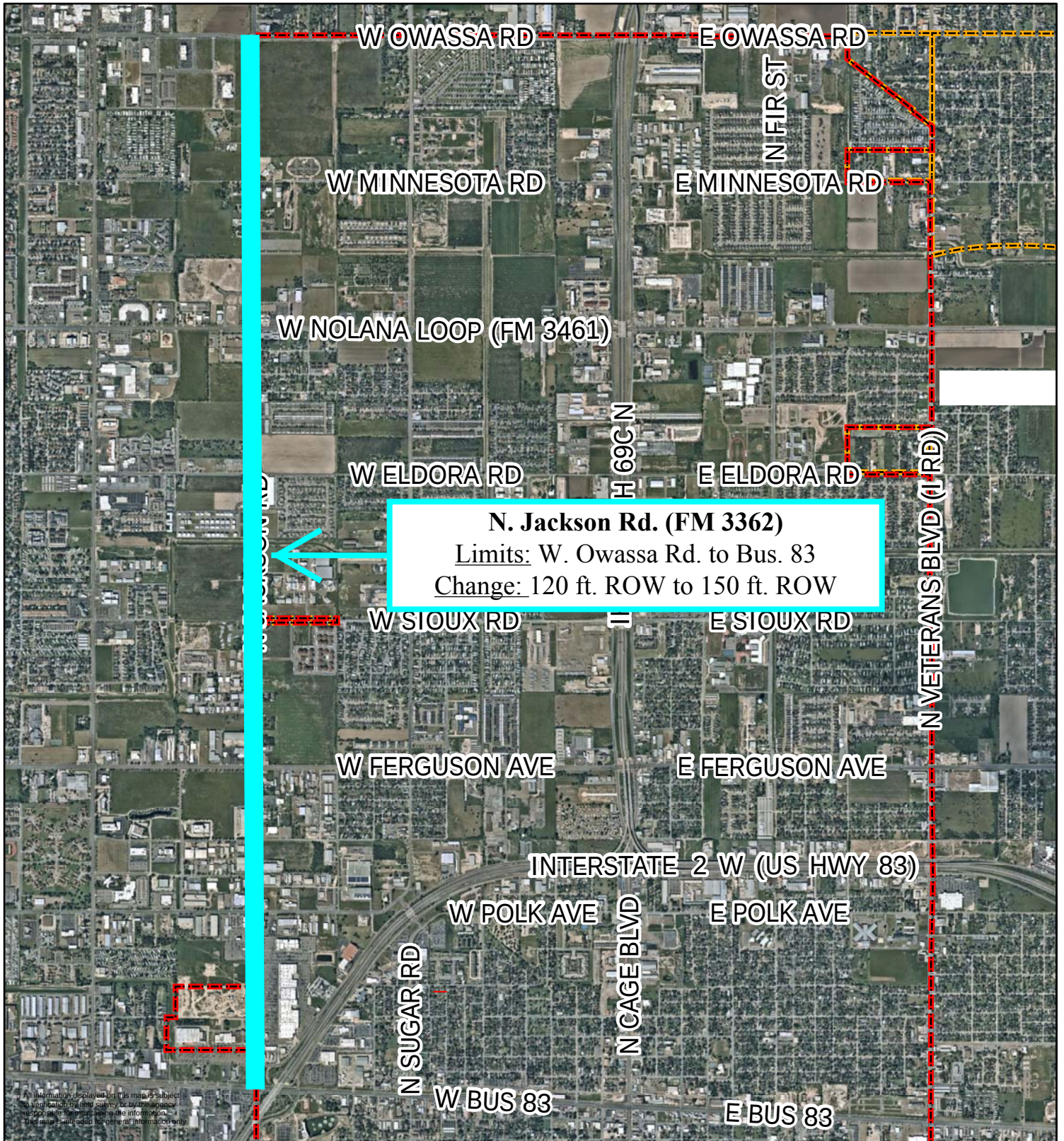
*Expansion = Roadway built to portion of designated Right of Way.

*New = Roadway not built / Future Roadway reserving Right of Way.

HCMPO Staff Use Only

Date Received: _____

Date Approved by Transportation Policy Board: _____



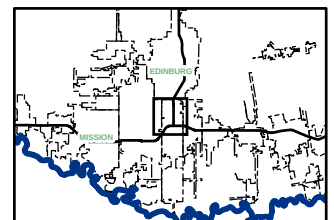
 Pharr City Limit

 Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 12/11/2018

Scale: 1 inch = 2,459 feet





Hidalgo County Thoroughfare Plan Amendment Form

(For most current map refer to UMAP Interactive Map at http://www.hcmpo.org/gisapps/GIS_HCMPO/)

Entity: City of Pharr

Contact Person: Omar Anzaldua Jr., P.E., City Engineer

Contact Person Phone Number: (956) 402-4242

Date: 12-17-2018

Amendment Details:

Roadway Name: Nolana Loop (FM 3461)

Roadway Limits

From: Jackson Rd. (FM 3362)

To: Veterans Blvd.

Current Thoroughfare Plan Map Description:

*Existing 120 'ft *Expansion 'ft *New 'ft

Adding to Thoroughfare Plan Map No

Thoroughfare Plan Map Amendment Description:

*Existing 150 'ft *Expansion 'ft *New 'ft

Removing from Thoroughfare Plan Map No

Additional Amendment Information: _____

Supporting Documentation Required with Amendment Form:

Please submit Hidalgo County Thoroughfare Plan Amendment form and approved resolution or ordinance by entities governing body or supporting written documentation with an authorized signature to:

Luis Diaz: LDIAZ@HCMPO.ORG
Hidalgo County MPO
510 S Pleasantview Drive
Weslaco, TX 78596
(956) 969-5778

*Existing = Roadway built to full designated Right of Way.

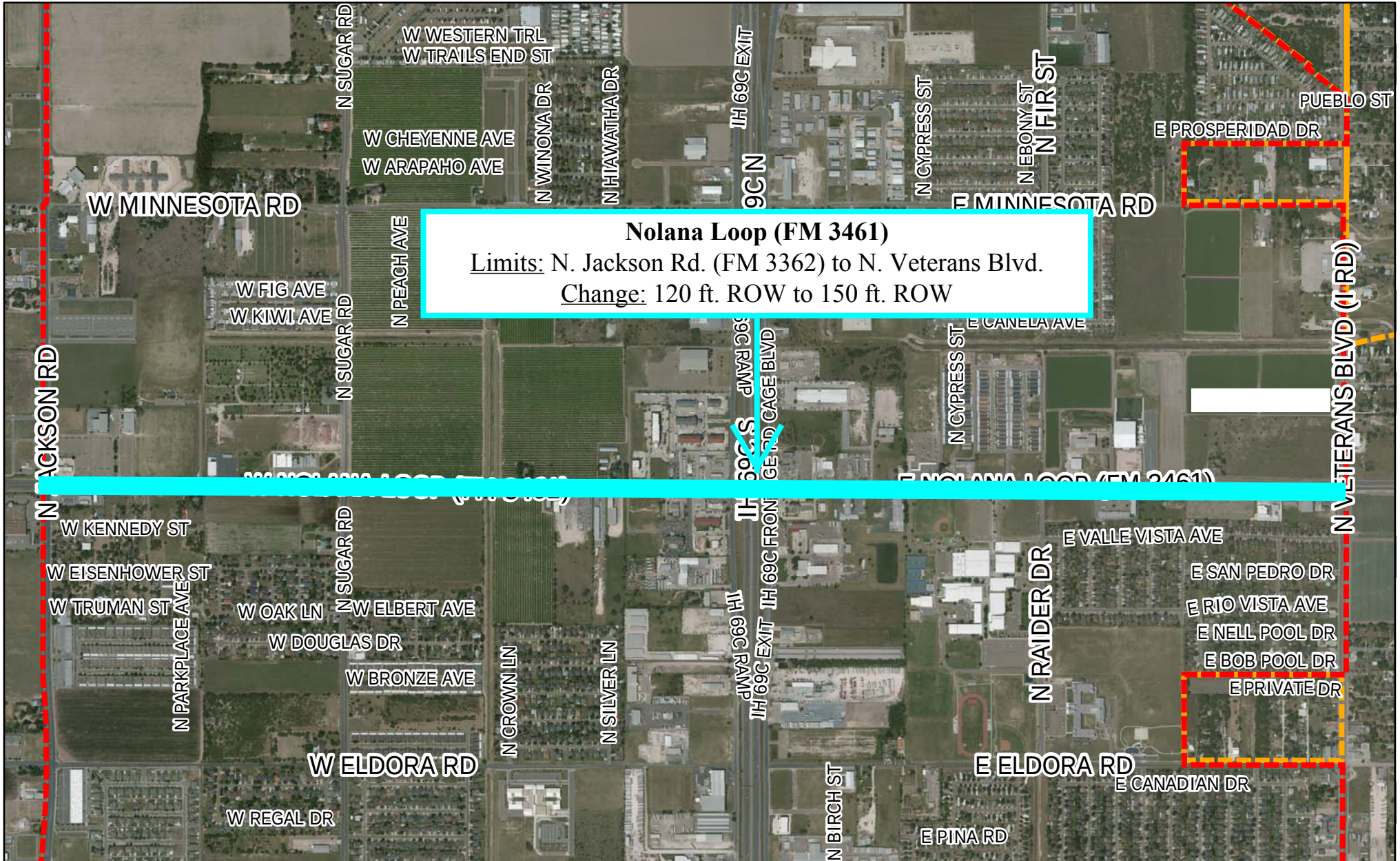
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HCMPO Staff Use Only

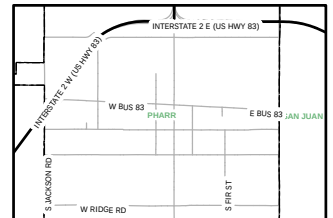
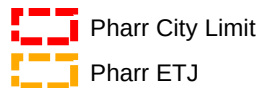
Date Received: _____

Date Approved by Transportation Policy Board: _____



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



1 inch = 1,249 feet 0 625 1,250 2,500 3,750 5,000 Feet

RESOLUTION No. _____

**RESOLUTION AUTHORIZING REVISIONS TO THE CITY OF PHARR
THOROUGHFARE PLAN AND THE HIDALGO COUNTY THOROUGHFARE PLAN**

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

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has initiated its Annual Thoroughfare Plan Amendment Process and requested members to submit amendments to the Hidalgo County Thoroughfare Plan Map; and

WHEREAS, the objective of the Thoroughfare Plan is to preserve adequate right-of-way on appropriate alignments to allow the orderly and efficient expansion and improvement of the thoroughfare system to meet future travel needs; and

WHEREAS, the Thoroughfare Plan must be revised periodically to reflect existing and future development and meet the demands of new traffic patterns; and

WHEREAS, the City of Pharr is a member of the HCMPO and, in the best interest of its residents and the region, is proposing revisions to the Thoroughfare Plan.

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

This Resolution Authorizing the following revisions to the City of Pharr Thoroughfare Plan, as well as the Hidalgo County Thoroughfare Plan:

1. Nolana Loop (FM 3461)

Limits: North Jackson Road (FM 3362) to North Veterans Boulevard

Change From: 120 foot right-of-way (principal arterial)

Change To: 150 foot right-of-way (high speed principal arterial)

2. North Jackson Road (FM 3362)

Limits: West Owassa Road to Business 83

Change From: 120 foot right-of-way (principal arterial)

Change To: 150 foot right-of-way (high speed principal arterial)

3. South Jackson Road (FM 2061)

Limits: Business 83 to West Dicker Road (FM 3072)

Change From: 120 foot right-of-way (principal arterial)

Change To: 150 foot right-of-way (high speed principal arterial)

Introduced, read and passed by an affirmative vote of the “Applicant” on this 17th day of **December, 2018.**

ATTEST:

CITY OF PHARR

HILDA PEDRAZA
CITY CLERK

AMBROSIO HERNANDEZ, MAYOR

RESOLUTION No. _____

**RESOLUTION AUTHORIZING REVISIONS TO THE CITY OF PHARR
THOROUGHFARE PLAN AND THE HIDALGO COUNTY THOROUGHFARE PLAN**

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

WHEREAS, the Hidalgo County Metropolitan Planning Organization (HCMPO) has initiated its Annual Thoroughfare Plan Amendment Process and requested members to submit amendments to the Hidalgo County Thoroughfare Plan Map; and

WHEREAS, the objective of the Thoroughfare Plan is to preserve adequate right-of-way on appropriate alignments to allow the orderly and efficient expansion and improvement of the thoroughfare system to meet future travel needs; and

WHEREAS, the Thoroughfare Plan must be revised periodically to reflect existing and future development and meet the demands of new traffic patterns; and

WHEREAS, the City of Pharr is a member of the HCMPO and, in the best interest of its residents and the region, is proposing revisions to the Thoroughfare Plan.

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

This Resolution Authorizing the following revisions to the City of Pharr Thoroughfare Plan, as well as the Hidalgo County Thoroughfare Plan:

1. Nolana Loop (FM 3461)

Limits: North Jackson Road (FM 3362) to North Veterans Boulevard

Change From: 120 foot right-of-way (principal arterial)

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3. South Jackson Road (FM 2061)

Limits: Business 83 to West Dicker Road (FM 3072)

Change From: 120 foot right-of-way (principal arterial)

Change To: 150 foot right-of-way (high speed principal arterial)

Introduced, read and passed by an affirmative vote of the “Applicant” on this 17th day of **December, 2018**.

ATTEST:

CITY OF PHARR

HILDA PEDRAZA
CITY CLERK

AMBROSIO HERNANDEZ, MAYOR



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Alex Meade, City Manager

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Resolution approving revised Mission, Vision, and Goals for the City of Pharr.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Revised Mission, Vision, and Goals. Core Values will remain the same.

Financial Consideration:

Staff Recommendation: Staff Recommends approval.

Alternatives:

ROUTING:

Alex Meade
Patricia Rigney
City Management Office

Created/Initiated - 12/13/2018
Approved - 12/14/2018
Final Approval - 12/14/2018

RESOLUTION NO. 2018-____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR
APPROVING AND ADOPTING A MISSION, VISION, GOALS AND CORE VALUES
STATEMENT FOR THE CITY OF PHARR**

WHEREAS, city staff we tasked with the creation of a vision, mission and core values statements for the city, which the Board of Commissioners support and desires to formally approve via this resolution; and

WHEREAS, critical components of effective city planning include defining the core values that guide our interactions with each other, the business community, other private and public sector entities, and most importantly, the citizens we serve; and

WHEREAS, other critical components include formulating a mission and vision statement that represents our ideal community and describes how we intend to achieve and support our vision for the community; and

WHEREAS, the Board of Commissioners of the City of Pharr finds and determines that the establishment and implementation of a vision, mission and core values statements is important to guide the city, its officers and employees as they fulfill their duties and obligations on behalf of the City of Pharr, and to convey to the citizens and customers of the city how the city will operate; and

NOW, THEREFORE, BE IT RESOLVED that on this the 17th Day of December 2018, the Board of Commissioners of the City of Pharr, Texas formally adopts the following:

City of Pharr's Mission Statement:

Provide an environment that promotes excellent customer service, invests in staff development and is fiscally responsible and transparent.

City of Pharr's Vision Statement:

By 2025, Pharr will lead the region in international trade while improving the quality of life for its residents in a sustainable and innovative manner.

City of Pharr's Strategic Goals:

Goal 1 - Set the Standard for Excellence in Sound Governance and Fiscal Management

Goal 2 - Promote Transparent and Consistent Communication Amongst All Members of the Community

Goal 3 - Create an Innovative Environment Conducive to Strong Sustainable Economic Development

Goal 4 - Promote the Visual Image of Pharr as the HUB of the region for international trade

Goal 5 - Set the Standard for a Smart, Safe and Secure City

Goal 6- Expand, Enhance and Sustain Pharr's Infrastructure

Goal 7- Enhance Pharr's Quality of Life through Commercial, Recreational, Cultural and Educational Environments

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

City of Pharr's Core Values:

The City of Pharr's Core Values shall be delineated by the acronym P.R.ID.E.

- P. Professionalism in your work and appearance
- R. Respect for yourself, your co-worker, employees and citizens
- I. Integrity in your work and in your life
- D. Discipline in what you do
- E. Ethics is key to meeting and respecting the taxpayer's expectations and resources

PASSED AND APPROVED this the 17th day of December, 2018.

CITY OF PHARR

Ambrosio Hernandez, M.D., MAYOR

ATTEST:

Hilda Pedraza, City Secretary

APPROVED AS TO FORM:

Patricia Rigney, CITY ATTORNEY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on acceptance of the Design/Build Victor Garcia Skate Park Project and Release of Retainage in the amount of \$15,000. (Project No. 1718-40-510-S003-020)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Transcend, Inc. dba SPA Skateparks has completed the Victor Garcia Skate Park. A final walk through was held on December 10, 2018 and improvements were completed in general compliance with plans and specifications.

Financial Consideration: PO #172877 Contract Amount \$300,000

Staff Recommendation: Staff recommends approval of acceptance of the project and release of the retainage in the amount of \$15,000.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 12/12/2018

Omar Anzaldua

Approved - 12/12/2018

Sandra Zamora

Approved - 12/13/2018

Karla Moya

Approved - 12/13/2018

Patricia Rigney

Approved - 12/13/2018

City Management Office

Final Approval - 12/13/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Change Order No. 1 with Longoria's Electric in the amount of \$3,775 for the Witten Park & Pharr Sports Complex Lighting (Emergency). (Project No. 1718-40-510-C012-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The concrete light poles were located a staging area away from the proposed light pole location, thus requiring the need to move the poles closer to the installed location.

Financial Consideration:

Original Contract Amount \$110,000.00

Changer Order No. 1 \$ 3,775.00

Revised Contract Amount \$113,775.00

Staff Recommendation: Staff recommends approval of Change Order No. 1 to Longoria's Electric, in the amount of \$3,775 for a revised contract amount of \$113,775.00

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 12/12/2018

Omar Anzaldua

Approved - 12/12/2018

Sandra Zamora

Approved - 12/13/2018

Karla Moya

Approved - 12/13/2018

Patricia Rigney

Approved - 12/13/2018

City Management Office

Final Approval - 12/13/2018



CHANGE ORDER

Contractor: Longoria's Electric Change Order No.: 1

Project: Witten Park & Pharr Sports Complex Lighting (Emergency) Date: 12/12/2018

Project # 1718-40-510-C012-001

Notice to Proceed Date: 11/14/2018 Change Order Amount: \$ 3,775.00

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

Move the concrete poles from the staging area to the proposed pole location.

Reason for Change Order:

Move the concrete poles from the staging area to the proposed pole location

	Contract Price		Contract Time(Calendar Days)
Original Contract:	<u>\$ 110,000.00</u>	Original Completion Date:	<u>12/14/2018</u>
Previous Change Order: (+/-)	<u>\$ -</u>	Additional Days:	<u>0</u>
This Change Order: (+/-)	<u>\$ 3,775.00</u>	Revised Completion Date:	<u>12/14/2018</u>
Revised Contract Amount:	<u>\$ 113,775.00</u>		

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

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

Accepted:

<u>Hector Longoria</u>	<u></u>	<u></u>
Contractor	Authorized Signature	Date

Recommended:

<u>Rene Olivarez, PE, CQE</u>	<u></u>	<u></u>
Project Engineer	Authorized Signature	Date

<u>Omar Anzaldia Jr., PE, CFM, PMP, CCM</u>	<u></u>	<u></u>
City Engineer	Authorized Signature	Date

Approved:

<u>Alex Meade</u>	<u></u>	<u></u>
City Manager	Authorized Signature	Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, accepting the 2018 City of Pharr Water and Wastewater Master Plan prepared by Garcia Infrastructure Consultants, LLC.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr contracted with Garcia Infrastructure Consultants in October 2017, to prepare a Water and Wastewater Master Plan for the City of Pharr cover a forecasting period of 20 years. The Master plan was recently completed and submitted to the City of Pharr for review.

The Water/Wastewater Master Plan identifies the various infrastructures needs related to capacity as well as maintenance and have been summarized in a Capital Improvements Project List. This list identifies the estimated cost and the priority rating of each project.

Staff has reviewed the 2018 Water and Wastewater Master Plan and concur with the findings.

Financial Consideration:

Staff Recommendation: Staff recommends approval of the 2018 City of Pharr Water and Wastewater Master Plan, prepared by Garcia Infrastructure Consultants, LLC.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 12/12/2018

Omar Anzaldua
City Management Office

Approved - 12/12/2018
Final Approval - 12/13/2018



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Ricardo Pedraza, Public Works Director

DEPARTMENT: Public Works

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to ratify the purchase of lime slurry for roadway subgrade lime treatment for Pharr Bridge Phase II project totaling \$56,118. In addition, staff is seeking authorization to set-up a Supply Contract for the purchase of Type B Lime Slurry at a Unit Price of \$187.06/ton for the remainder of Fiscal Year 18-19. (Project #1819-01-517-SP001-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The purchase of lime slurry exceed the \$50,000 dollar threshold and therefore needs commission consent in order to purchase lime slurry.

Consisting of PO #173998 in the amount of \$20,576.60, and (pending) PO # 174003 in the amount of \$35,541.40.

Financial Consideration: Appx. \$70,000

Staff Recommendation: Staff recommends the approval for lime slurry purchased for Pharr Bridge Phase II Project. In addition, staff seeks the Commissions approval to set-up a Supply Contract for the purchase of Type B Lime Slurry from LHoist North American of Texas, LTD Slurry from Chicago , IL, at a Unit Price of \$187.06/ton for the remainder of Fiscal Year 18-19. (Once approved material shall be purchased on an "as needed" basis)

Alternatives:

ROUTING:

Ricardo Pedraza
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 12/12/2018
Approved - 12/13/2018
Approved - 12/14/2018
Final Approval - 12/14/2018



December 12, 2018

City of Pharr

To whom it may Concern:

Lhoist North America of Texas is the sole source supplier for Type B Commercial Lime Slurry in the Rio Grande Valley.

If you have any questions or concerns, please do not hesitate to give me a call.

Regards,

A handwritten signature in black ink that reads 'Jim Scholl'.

Jim Scholl
Area Manager South Texas
Jim.scholl@lhoist.com
830.221.8581

Lhoist North America of Texas, Ltd.

Mailing Address: PO Box 985004, Fort Worth, Texas 76185-5004

Physical Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109

Phone: (817) 732-8164 (888) 888-8912 (Fax): (817) 731-4658



Date: 11/07/2018

Customer Name: City of Pharr Public Works

Job Name: Pharr Bridge PH II

Job Address: 1200 West Hi Line Road

City: Pharr

State: TX 78577

County: Hidalgo County

Quantity: 110

Product *

Type B Slurry

\$187.06 /ton

This delivered price is per ton without taxes.
Price is good if accepted within 30 days.
Terms: Net 30 days.
** Porta Batch: Contractor furnishes site and water.
*** Type A Hydrate Dry: If a spreader bar is required please add \$3.00 per ton.
Type A or Type C Dry - minimum truckload 24 tons; maximum truckload 25 tons.
Type B Slurry - minimum truckload 5 tons

Comments

Price is good through December 31, 2019. Increase of 3% for tons taken in 2020

Jim Scholl, Sales Manager
Mobile: 830-221-8581
Email: jim.scholl@lhoist.com

Customer Signature/Title

Company Name



DATE:



Date: 11/28/2018

Customer Name: City of Pharr Public Works

Job Name: Pharr Bridge PH II - Zaragosa Street

Job Address: West Zaragosa Drive

City: Pharr

State: TX 78577

County: Hidalgo County

Quantity: 190

Product *

Type B Slurry
\$187.06 /ton

This delivered price is per ton without taxes*.

Price is good if accepted within 30 days.

Terms: Net 30 days.

** Porta Batch: Contractor furnishes site and water.

*** Type A Hydrate Dry: If a spreader bar is required please add \$8.00 per ton.

Type A or Type C Dry - minimum freight truckload 24 tons; maximum truckload 25 tons.

Type B Slurry - minimum freight truckload 8 tons

Comments

Price is good through December 31, 2019. Increase of 3% for tons taken in 2020

Jim Scholl, Sales Manager
Mobile: 830-221-8581
Email: jim.scholl@lhoist.com


Customer Signature/Title

DIRECTOR OF PUBLIC WORKS

CITY OF PHARR
Company Name



Date: February 12, 2018

City of Pharr

To whom it may concern:

Lhoist North America of Texas is the sole source supplier for Type B Commercial Lime Slurry in the Rio Grande Valley.

If you have any questions or concerns, please do not hesitate to give me a call.

Regards,

A handwritten signature in cursive script that reads 'Jim Scholl'.

Jim Scholl

Area Manager South Texas

jim.scholl@lhoist.com

830.221.8581

Lhoist North America of Texas, Ltd.

Mailing Address: PO Box 985004, Fort Worth, Texas 76185-5004

Physical Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109

Phone: (817) 732-8164 (888) 888-8912 (Fax): (817) 731-4658

City of Pharr

PURCHASE ORDER # 173998

11/08/2018

SHIP TO:

PUBLIC WORKS
1015 E FERGUSON AVE
PHARR, TX 78577
RICARDO PEDRAZA

ISSUED TO:

VEND #: 01-77540 REQ #173998
LHOIST NORTH AMERICAN OF T
5274 PAYSHERE CIRCLE
CHICAGO, IL 60674

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	SLURRY 11/08/2018;TYPE B SLURRY /STREETS	01 -51700-5509	STREET MATERIAL	0.00 20,576.60

*** TOTAL *** 20,576.60

DERED BY : RICARDO PEDRAZA

PROVED BY: RICARDO PEDRAZA

Scale 100% Font Courier New Size 8 B I < > Page 7 of 11 132 Columns

11-21-2018 5:00 PM REQUISITION REGISTER PAGE: 7

PACKET NO: 11379-PUBLIC WORKS-PENDING

REQ.#: 173998 VENDOR: 01-77540 LHOIST NORTH AMERICAN OF TEXAS, LTD SLURRY 173998

STATUS: NEW APPROVED BY: RICARDO PEDRAZA ISSUED: 11/08/2018 RELEASE FLAG:
DEPT: 01-517 ORDERED BY: RICARDO PEDRAZA EST DEL: 11/08/2018 RECEIVE FLAG: N
SHIP-TO: 17 PUBLIC WORKS
ATTN: RICARDO PEDRAZA

P.O. DESCRIPTION: 11/08/2018;TYPE B SLURRY /STREETS

INTERNAL NOTE: 3 - DEPT RESEARCHED
REVIEWED 11-21-18...SZ
ASKED GILBERT TO GET A QUOTE FROM 1 OF 3
VENDORS:IOC, FOREMOST,IX CORDIA, REC'D QUOTE
\$24,614.70; CKED W/PILAR RDZ LOCAL SUPPLIERS
REFERRED TO ABOVE COMPANIES; AUSTIN WHITE LIME
WILL NOT DELIVER TO PHARR DUE TO DISTANCE-NO BID;
ASKED GILBERT IF HE COULD CHECK WITH THESE
COMPANIES: AUSTIN WHITE LIME CO & US LIME &
MINERAL(CHKED INTERNET) 11-21-18..SZ

				===== ORDERED =====		
ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01 51700-5509	STREET MATERIAL	SLURRY			20,576.60
TOTAL ORDERED						20,576.60

CH
11-21-18

P U R C H A S E O R D E R

City of Pharr

PURCHASE ORDER # 173998

11/08/2018

SHIP TO:

PUBLIC WORKS
1015 E FERGUSON AVE
PHARR, TX 78577
RICARDO PEDRAZA

ISSUED TO:

VEND #: 01-77540 REQ #173998
LHOIST NORTH AMERICAN OF T
5274 PAYSHERE CIRCLE
CHICAGO, IL 60674

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	SLURRY 11/08/2018;TYPE B SLURRY /STREETS	01 -51700-5509	STREET MATERIAL	0.00 20,576.60

*** TOTAL *** 20,576.60

ORDERED BY : RICARDO PEDRAZA

APPROVED BY: RICARDO PEDRAZA



Date: 11/07/2018

Customer Name: City of Pharr Public Works

Job Name: Pharr Bridge PH II

Job Address: 1200 West Hi Line Road

City: Pharr State: TX 78577 County: Hidalgo County

Quantity: 110

Product *

Type B Slurry

\$187.06 /ton

This delivered price is per ton without taxes.
Price is good if accepted within 30 days.
Terms: Net 30 days.
** Porta Batch: Contractor furnishes site and water.
*** Type A Hydrate Dry: If a spreader bar is required please add \$3.00 per ton.
Type A or Type C Dry - minimum truckload 24 tons; maximum truckload 25 tons.
Type B Slurry - minimum truckload 5 tons

Comments

Price is good through December 31, 2019. Increase of 3% for tons taken in 2020

Jim Scholl, Sales Manager
Mobile: 830-221-8581
Email: jim.scholl@lhoist.com

Customer Signature/Title

Company Name

File Edit Search Navigate Help



Scale 100% Font Courier New Size 8 B I Page 7 of 11 132 Columns

11-21-2018 3:56 PM REQUISITION REGISTER PAGE: 7
 PACKET NO: 11379-PUBLIC WORKS-PENDING

REQ.#: 173998 VENDOR: 01-77540 LHOIST NORTH AMERICAN OF TEXAS, LTD SLURRY 173998
 STATUS: NEW APPROVED BY: RICARDO PEDRAZA ISSUED: 11/08/2018 RELEASE FLAG:
 DEPT: 01-517 ORDERED BY: RICARDO PEDRAZA EST DEL: 11/08/2018 RECEIVE FLAG: N
 SHIP-TO: 17 PUBLIC WORKS
 ATTN: RICARDO PEDRAZA

P.O. DESCRIPTION: 11/08/2018;TYPE B SLURRY /STREETS

				===== ORDERED =====		
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE AMOUNT
1	01	51700-5509	STREET MATERIAL	SLURRY		20,576.60
TOTAL ORDERED						20,576.60

Carolina Quintanilla

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Monday, November 19, 2018 5:57 PM
To: 'Ed Wylie'
Cc: 'Carolina Quintanilla'
Subject: FW: Lime for Pharr Bridge Phase II Project PO# 173998 \$20,576.60?

Wylie, do you have this requisition?

***Sandra Zamora, CPM,
Purchasing Director***



***P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577***

***Purchasing Phone: (956) 402-4231
Bidding Portal: <http://pharr.procureware.com>***

From: "Ricardo Pedraza" <ricardo.pedraza@pharr-tx.gov>
Date: November 19, 2018 at 4:56:22 PM CST
To: "Sandra Zamora" <sandra.zamora@pharr-tx.gov>, <omar.anzaldua@pharr-tx.gov>
Cc: "Ed Wylie" <ed.wylie@pharr-tx.gov>
Subject: Lime for Pharr Bridge Phase II Project

Sandra,

Just checking on the requisition for purchase order 173998 for the lime for lime stabilization of the Pharr Bridge Phase II project. I believe it was needing approval and signing from Mr. Wylie.

Best Regards,

Ricardo Pedraza, PE, MS
Director of Public Works
City of Pharr
1015 E. Ferguson Ave.
Pharr, Texas 78577
Tel. 956-402-4350
Cell. 956-540-8066

Sandra Zamora

From: Ricardo Pedraza <ricardo.pedraza@pharr-tx.gov>
Sent: Wednesday, November 21, 2018 12:18 PM
To: Sandra Zamora
Cc: Ed Wylie; mayor@pharr-tx.gov
Subject: Re: Re[2]: lime slurry requisition

Sandra,

We already went through this on Veterans Rd. now we can get other routes but those companies cannot get us the product we require from Lhoist (sole vendor south of New Braunfels). I need to get this approved because of our construction schedule so we need to work together and get this done.

Rick

Sent from my iPhone

On Nov 21, 2018, at 10:44 AM, Sandra Zamora <sandra.zamora@pharr-tx.gov> wrote:

Gilbert, please check with either of the following contractors to see what kind of pricing they can provide:

IOC

<image005.jpg>

Foremost Paving

<image007.jpg>

Texas Cordia

<image009.jpg>

***Sandra Zamora, CPM,
Purchasing Director***

<image017.jpg>

***P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577***

***Purchasing Phone: (956) 402-4231
Bidding Portal: <http://pharr.procureware.com>***

From: Gilberto Galvan <gilberto.galvan@pharr-tx.gov>
Sent: Wednesday, November 21, 2018 9:21 AM
To: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Cc: "ricardo.pedraza"@pharr-tx.gov
Subject: Re[2]: lime slurry requisition

Sandra,

To my knowledge and experience with lime slurry Type B this material has to be delivered and emptied out of the truck in a timely manner. The material comes hot at approximately 180 - 200 degrees fahrenheit. Once this material starts getting cold if not emptied in time the material starts getting really thick until it gets rock solid, keep in mind most delivery tanker trucks spread the material using gravity. I called Austin White Lime Company as you requested they do carry the lime slurry, but they will not deliver to pharr due to the same reasons as stated above.

Thank you,

--

Gilberto Galvan
City of Pharr Public Works
1015 E. Ferguson Ave
Pharr, TX 78577

<image008.jpg>

----- Original Message -----

From: Sandra Zamora (sandra.zamora@pharr-tx.gov)
Date: 11/20/18 09:05
To: Gilberto Galvan (gilberto.galvan@pharr-tx.gov)
Cc: LUIS.MARIN@PHARR-TX.GOV
Subject: **RE: lime slurry requisition**

Gilberto, did you check with either of these companies? Please contact them to see if they carry Type B Slurry.

<image011.jpg>

<image012.jpg>

<image013.jpg>

Sandra Zamora, CPM,

Purchasing Director

<image014.jpg>

P.O. Box 1729

118 S. Cage Blvd.,

(2nd Floor)

Pharr, TX 78577

Purchasing Phone: (956) 402-4231

Bidding Portal: <http://pharr.procureware.com>

From: Gilberto Galvan <gilberto.galvan@pharr-tx.gov>

Sent: Tuesday, November 20, 2018 8:35 AM

To: sandra.zamora@pharr-tx.gov

Cc: "ricardo.pedraza@pharr-tx.gov"; maricruz.cantu <maricruz.cantu@pharr-tx.gov>

Subject: Fw: limke slurry requisition

sandra,

As per our phone conversation attached are the documents I have regarding this requisition.

please let me know if i can be of more assistance.

thank you,

--

Gilberto Galvan

City of Pharr Public Works

1015 E. Ferguson Ave

Pharr, TX 78577

<image008.jpg>

----- Forwarded Message -----

From: pharrcopiers@pharr-tx.gov

Date: 11/20/18 08:32

To: gilberto.galvan@pharr-tx.gov

TASKalfa 3551ci

[00:17:c8:25:00:3c]

Sandra Zamora

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Wednesday, November 21, 2018 10:44 AM
To: 'Gilberto Galvan'
Cc: "ricardo.pedraza"@pharr-tx.gov
Subject: RE: Re[2]: lime slurry requisition

Gilbert, please check with either of the following contractors to see what kind of pricing they can provide:

IOC

☐	FIRST NAME	LAST NAME	E. EMAIL ADDRESS	PHONE	N
☐	Roberto	Ramos	I... rramos@ioccompany.com	9563802897	
☐	Juan	Gonzalez	A.. jgonzalez@ioccompany.com		

Foremost Paving

▼ INTERNAL CONTACTS (1 record)					
☐	FIRST NAME	LAST NAME	E. EMAIL ADDRESS	MOBILE	PHONE
☐	Carter	Biel	A.. carter@fpitex.com	9566551982	9563168900

Texas Cordia

INTERNAL CONTACTS (3 records)					
FIRST NAME	LAST NAME	E. EMAIL ADDRESS	PHONE	I	
Isabel	Martinez	A.. isabel@texascordia.com	9566276181		
Yara M.	Corbitt	A.. yara@texascordia.com	9566276181		
Isaac	Heredia	A.. isaac@texascordia.com	9566276181		

**Sandra Zamora, CPM,
Purchasing Director**



Pharr
Purchasing



**P.O. Box 1729
118 S. Cage Blvd.,
(2nd Floor)
Pharr, TX 78577**

Purchasing Phone: (956) 402-4231
Bidding Portal: <http://pharr.procureware.com>

From: Gilberto Galvan <gilberto.galvan@pharr-tx.gov>
Sent: Wednesday, November 21, 2018 9:21 AM
To: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Cc: "ricardo.pedraza"@pharr-tx.gov
Subject: Re[2]: lime slurry requisition

Sandra,

To my knowledge and experience with lime slurry Type B this material has to be delivered and emptied out of the truck in a timely manner. The material comes hot at approximetley 180 - 200 degrees fahrenheit. Once this matieral starts getting cold if not emptied in time the material starts getting really thick until it gets rock solid, keep in mind most delivery tanker trucks spread the material using gravity. I called Austin White Lime Company as you requested they do carry the lime slurry, but they will not deliver to pharr due to the same reasons as stated above.

Thank you,

--

Gilberto Galvan
City of Pharr Public Works
1015 E. Ferguson Ave
Pharr, TX 78577



----- Original Message -----

From: Sandra Zamora (sandra.zamora@pharr-tx.gov)
Date: 11/20/18 09:05
To: Gilberto Galvan (gilberto.galvan@pharr-tx.gov)
Cc: LUIS.MARIN@PHARR-TX.GOV
Subject: **RE: lime slurry requisition**



Austin White Lime Company

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Quicklime, Hydrated Lime, & Hydrated Lime Slurry from Austin, Texas

High Calcium Quicklime—(click here for SDS)

Quicklime is produced when high quality limestone or calcium carbonate is heated to extreme temperatures thus burning off carbon dioxide and producing quicklime (calcium oxide).

Quicklime is used for soil stabilization, building construction, Drinking and waste water treatment, steel manufacturing, Flue gas treatment, Pulp and Paper manufacturing.

We offer 3 sizes of quicklime – Pebble, Fine and Pulverized.

Pebble Quicklime, Fine Quicklime and Pulverized quicklime are sold in Bulk quantities.

Pulverized and Pebble Quicklime are also available in 50 lb. bags



Hydrated Lime—(click here for SDS)

Hydrated Lime is produced by adding water to quicklime.

Hydrated Lime is used by drilling companies, construction / mason workers, asphalt producers, and water treatment facilities.

Available in bulk quantities as well as 50 lb. and 10 lb. bags.



Hydrated Lime Slurry

Hydrated Lime Slurry is produced when hydrated lime is mixed with water to make a slurry solution. It varies in thickness but has an average range of 35-45% solids.

We make a lime slurry that is delivered to the job site for soil stabilization. — also called (Type B Commercial Lime Slurry).

We also deliver a slurry mixture for industrial uses. EX: acid neutralization.



**Depending on product availability, we can normally deliver your order within two to three business days.

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Austin White Lime Company
14001 McNeil Round Rock Road
Austin, TX 78728-5310

Toll Free: (800) 653-5483

www.austwhitelime.com



United States Lime & Minerals, Inc.

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WELCOME TO US LIME & MINERALS

United States Lime & Minerals, Inc., ("US Lime") is a public company traded on the NASDAQ Global Market under the symbol USLM and conducts its business through two segments:

Lime and Limestone Operations, consisting of plants and facilities in Arkansas, Colorado, Louisiana, Oklahoma and Texas, serving markets in the Central United States; and

Natural Gas Interests, consisting of natural gas wells on US Lime's Johnson County, TX, property in the Barnett Shale Formation. [read more](#)

[PRODUCTS](#)[MARKETS](#)[STOCK](#)

USLM ^{NASDAQ}

\$74.00

CHANGE

52 WEEK HIGH 88.00

52 WEEK LOW 70.56

Copyright © 2013 United States Lime & Minerals, Inc.



United States Lime & Minerals, Inc.

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U.S. LIME COMPANY (HOUSTON)

For Mail:

5420 Allison Road
Houston, TX 77048

Phone: (281) 910-3403

Fax: (713) 987-5465

[See Map](#)

Contacts:

John Bethke, Account Manager

Jerry DiGullo, Operations Manager

Dave Leymeister, VP Sales



U.S. Lime Company (Houston) Products List and Safety Data Sheets

Type B/Commercial Lime Slurry

Type C/(On-Site) Commercial Lime Slurry

Industrial Grade Slurry

SPS Slurry

About Us

US Lime Company (Houston) operates as a slurry producer and serves the Houston area construction market.

Copyright © 2018 United States Lime & Minerals, Inc.

Sandra Zamora, CPM,

Purchasing Director



P.O. Box 1729

118 S. Cage Blvd.,

(2nd Floor)

Pharr, TX 78577

Purchasing Phone: (956) 402-4231

Bidding Portal: <http://pharr.procureware.com>

From: Gilberto Galvan <gilberto.galvan@pharr-tx.gov>

Sent: Tuesday, November 20, 2018 8:35 AM

To: sandra.zamora@pharr-tx.gov

Cc: "ricardo.pedraza@pharr-tx.gov"; maricruz.cantu <maricruz.cantu@pharr-tx.gov>

Subject: Fw: limke slurry requisition

sandra,

As per our phone conversation attached are the documents I have regarding this requisition.

please let me know if i can be of more assistance.

thank you,

--

Gilberto Galvan

City of Pharr Public Works

1015 E. Ferguson Ave

Pharr, TX 78577



----- Forwarded Message -----

From: pharrcopiers@pharr-tx.gov

Date: 11/20/18 08:32

To: gilberto.galvan@pharr-tx.gov

TASKalfa 3551ci

[00:17:c8:25:00:3c]

Carolina Quintanilla

From: Carolina Quintanilla <carolina.quintanilla@pharr-tx.gov>
Sent: Monday, November 19, 2018 5:07 PM
To: 'Sandra Zamora'
Subject: RE: Lime for Pharr Bridge Phase II Project

When I spoke with Gilbert last week, he could not confirm that the requisition had been submitted to Purchasing (there are no notes from Purchasing staff in Incode that would give an indication that the hardcopy was received) and the requisition is not entered in the PO log either. Gilbert was going to check with Maricruz and get back with me. He did not call again. I called just now but there was no answer. I also checked with Maritza and she does not recall receiving the requisition.

Regards,

Carol Quintanilla, CTPM

Contract Compliance Officer/Buyer II

City of Pharr

Purchasing Department (2nd Floor)
P.O. Box 1729 | Pharr, TX 78577-1729
118 S. Cage Blvd. | Pharr, TX 78577
O: (956) 402-4231
F: (956) 702-5318



Please visit our new online system at <https://pharr.procureware.com> for vendor registration and bid information.

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Monday, November 19, 2018 4:57 PM
To: Carol Quintanilla <carolina.quintanilla@pharr-tx.gov>
Subject: Fwd: Lime for Pharr Bridge Phase II Project

Were you able to locate this?

Sent from my iPhone
Sandra Zamora, CPM,
Purchasing Director
City of Pharr

Begin forwarded message:

Carolina Quintanilla

From: Sandra Zamora <sandra.zamora@pharr-tx.gov>
Sent: Monday, November 19, 2018 4:57 PM
To: Carol Quintanilla
Subject: Fwd: Lime for Pharr Bridge Phase II Project

Were you able to locate this?

Sent from my iPhone
Sandra Zamora, CPM,
Purchasing Director
City of Pharr

Begin forwarded message:

From: "Ricardo Pedraza" <ricardo.pedraza@pharr-tx.gov>
Date: November 19, 2018 at 4:56:22 PM CST
To: "'Sandra Zamora'" <sandra.zamora@pharr-tx.gov>, <omar.anzalduea@pharr-tx.gov>
Cc: "'Ed Wylie'" <ed.wylie@pharr-tx.gov>
Subject: Lime for Pharr Bridge Phase II Project

Sandra,

Just checking on the requisition for purchase order 173998 for the lime for lime stabilization of the Pharr Bridge Phase II project. I believe it was needing approval and signing from Mr. Wylie.

Best Regards,

Ricardo Pedraza, PE, MS
Director of Public Works
City of Pharr
1015 E. Ferguson Ave.
Pharr, Texas 78577
Tel. 956-402-4350
Cell. 956-540-8066
www.pharr-tx.gov



NEW! Public Information Requests may now be submitted at our [New Online Portal](#)

ATTENTION PUBLIC OFFICIALS!

A "Reply to All" of this e-mail could lead to violations of the Open Meetings Act. Please reply only to the sender.

*Please note: Any correspondence, such as e-mail or letters sent to City staff or City officials may become a public record and may be made available for public/media review

TERRA FIRMA

MATERIALS, L.L.C.

9312 E. Curve Rd
Edinburg, Texas 78542
Tel: (956) 380-2897 Fax: (956) 380-4085

Customer Information:

City of Pharr

QUOTE# 225

Effective Date:

11/21/2018

Project Information :

Bid Date & Time:

Engineer:

Owner:

Sales Rep:

Terra Firm Materials, LLC. Is to provide you with the following materials for the above reference quote. We are hereby submitting this Quote for your consideration

Qty.	Ton/Load	Description	Delivered Price Per Ton	Quote Total:
110	Tons	Lime Slurry	\$223.77	\$ 24,614.70
Per State Law, All material is subject to Sale Tax. State of Texas Form: Must be on File to Exempt Tax Form Sale.			Quote Total:	\$ 24,614.70

Contact Information: Manuel Verastegui

Email: manuel@terrafirmamaterials.com
cc: kdiaz@terrafirmamaterials.com

Prepared By: Karina Diaz

NOTE : SCHEDULING OF PRODUCTS THAT APPEAR ON THIS QUOTE WILL NOT BEGIN UNTIL WE RECEIVE THE JOB INFORMATION SHEET AND THE SIGNED ACCEPTANCE PORTION OF THIS QUOTE AT OUR OFFICE BY FAX AT (956) 380-4085

ACCEPTED BY: _____ DATE: _____
P.O. #: _____ JOB#: _____
ANTICIPATED DELIVERY DATE: _____ DIRECTIONS: _____

TERMS AND CONDITIONS

- 1.) PAYMENTS ARE DUE NET 10TH.
- 2.) IN ORDER FOR US TO PROVIDE YOU WITH A COMPLETE MATERIALS QUOTATION, DO NOT RELY ON THE QUANTITIES AND DESCRIPTIONS AS PROVIDED ON THIS QUOTATION BUT COMPARE OUR DATA TO YOURS AND NOTIFY US OF ANY DISCREPANCIES. WE WILL PROMPTLY REVISE OUR QUOTATION TO INCLUDE THE PRODUCT THAT REQUIRE AND RETURN IN TO YOU
- 3.) THE PRICES QUOTED FOR THE REFERENCED PROJECT ARE VALID FOR A PERIOD OG THIRTY (30) DAYS FROM THE ADVERTISED BID DATE. PRICES WILL BE SUBJECT TO CHANGE WITHOUT NOTICE.
- 4.) WE RESERVE THE RIGHT TO MODIFY THIS BID AND MATCH PRICING QUOTED BY ANY COMPETITOR.
- 5.) THE PRICING HEREIN IS OFFERED BASED ON SERVICING THE TOTAL PROJECT. WE RESERVE THE RIGHT TO ADJUST THE QUOTED PRICES SHOULD OUR BID NOT BE ACCEPTED FULL.
- 6.) IF THE CUSTOMER IS IN DELINQUENCY AND DECIDES TO PURCHASE MATERIAL SOMEWHERE ELSE, THE CUSTOMER WILL STILL BE RESPONSIBLE FOR PURCHASING ALL PENDING MATERIALS LEFT TO DELIVER.

Sandra Zamora

From: Gilberto Galvan <gilberto.galvan@pharr-tx.gov>
Sent: Wednesday, November 21, 2018 1:39 PM
To: Sandra Zamora
Subject: Fw: City of Pharr Quote #225
Attachments: City of Pharr - 225.pdf

sandra,
please see attached quote from ioc company

--

Gilberto Galvan
City of Pharr Public Works
1015 E. Ferguson Ave
Pharr, TX 78577



Sandra Zamora

From: Gilberto Galvan <gilberto.galvan@pharr-tx.gov>
Sent: Tuesday, November 20, 2018 8:35 AM
To: sandra.zamora@pharr-tx.gov
Cc: "ricardo.pedraza"@pharr-tx.gov; maricruz.cantu
Subject: Fw: limke slurry requisition
Attachments: doc03655720181120083136.pdf

sandra,
As per our phone conversation attached are the documents I have regarding this requisition.

please let me know if i can be of more assistance.

thank you,

--

Gilberto Galvan
City of Pharr Public Works

1015 E. Ferguson Ave

Pharr, TX 78577



From: pharrcopiers@pharr-tx.gov
Date: 11/20/18 08:32
To: gilberto.galvan@pharr-tx.gov

TERMS AND CONDITIONS

1. Acceptance of orders, whether oral or written, is based upon the express condition that Buyer agrees to all of the terms and conditions contained herein. These terms and conditions are intended by the parties as a final expression to their agreement with respect to such terms and also as a complete and exclusive statement of all terms, unless LHOIST NORTH AMERICA OF TEXAS ("Seller") approves such change in terms and conditions explicitly and in writing signed by a corporate officer of Seller. No modification of these terms and conditions shall be affected by Seller's shipment of goods following receipt of Buyer's purchase order, shipping request, or similar forms containing printed terms and conditions which may be conflicting or inconsistent with the terms and conditions herein.

2. All taxes and excises of any nature whatsoever now or hereafter levied by any governmental authority, whether federal, state, or local, upon the sales, use, or transportation of any goods covered by this Quotation shall be paid and borne by the Buyer.

3. All transportation costs and expenses for the delivery of any goods covered by this Quotation shall be for the account of Buyer. The number of net tons of goods delivered by Seller hereunder shall be determined as follows: (i) if delivered in railroad cars, the net weight of each carload shall be the difference between the gross and tare weight of the car and the gross weight shall be established by the Seller, or at Buyer's option and expense, may be established by carrier, or (ii) if delivered by trucks, the net weight of each truck load shall be the difference between the gross and light weight of the truck. Buyer shall establish the gross and light weights by weighing the truck on certified truck scales, which shall be shown on bills of lading, weigh bills or scale records.

4. Title to all goods covered by this Quotation shall pass to Buyer upon delivery thereof to carrier. Delivery to carrier shall constitute delivery to Buyer and thereafter all risk of loss shall be borne by Buyer. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery shall be made within five (5) days after Buyer's receipt of such goods and shall be accompanied by an original transportation bill signed by the carrier which shall state that the carrier received goods from Seller in the condition claimed. In the event there is a claim against a carrier for shortage or damage occurring after such delivery or for transportation overcharges, Buyer may, and at Seller's request shall, forward such claim to Seller for processing with carrier, together with the original paid transportation bill signed by carrier and noting the shortage or damage if such is claimed. Buyer hereby agrees that Seller's responsibility shall be limited to crediting Buyer only to such adjustments in price as are allowed by carrier to Seller, and to which Buyer under the terms hereof is entitled.

5. Seller warrants that the goods sold under this Quotation shall conform to the specifications, if any, attached hereto. SELLER MAKES NO FURTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

Seller is only selling such right or title to the goods being sold as Seller may have on the date this Quotation is executed and disclaims any warranty of title to the goods. Buyer, in furnishing specifications to Seller, agrees to indemnify and hold Seller harmless against any claims by way of infringement or the like that arise out of compliance with the specifications. Seller has made no affirmation of fact or promise relating to the goods being sold that has become any basis of this bargain. Further, Seller has made no affirmation of fact or promise relating to the goods being sold that has created or amounted to an express warranty that the goods would conform to any such affirmation or promise.

The goods described in this agreement are sold on an "as is" basis, and Seller disclaims any implied warranties with respect to the goods, except for any express warranties which are contained in this paragraph.

Seller shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling, or use of the goods, or from any other cause relating thereto, and Seller's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this Quotation, or, at Seller's election of the repayment of crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence. Buyer hereby agrees to indemnify and hold Seller harmless for any incidental or consequential losses, damages, or expenses, directly or indirectly arising from Buyer's sale, handling, or use of the goods or from any other cause relating thereto.

Any claim by Buyer with reference to the goods sold hereunder for any cause shall be deemed waived by the Buyer unless submitted to Seller in writing ten (10) days from the date Buyer received such goods or in the case of a breach of the express warranty under Paragraph 6 hereof within ninety (90) days from the date Buyer received such goods.

Seller shall not be liable under the express warranty contained in this Paragraph if any loss or damage is caused by improper application or use of the goods or if the goods are not applied and used according to the Seller's current printed directions and specifications free copies of which are available to Buyer or any other third party upon request.

6. Seller reserves the right to require payment for the goods in advance or satisfactory security, if the financial responsibility of Buyer becomes unsatisfactory to Seller, as determined by Seller in its sole discretion. If Buyer fails to make payment in accordance with the terms of this Quotation or fails to comply with any provisions hereof, Seller may, at its option, in addition to other remedies, cancel any unshipped portion of the order contained in this Quotation, and all sums owing from Buyer to Seller shall forthwith at Seller's option become due and payable, and Seller may bring an action at law or equity for any or all sums due or to become due from Buyer to Seller; and Buyer shall be liable to Seller for all of Seller's costs of collection, including, but not limited to, reasonable attorneys' fees, pre-judgment interest at the maximum rate which the law allows, and post-judgment interest at the maximum rate which the law allows. The exercise of any rights under this Quotation shall not be deemed a waiver by Seller of any other existing rights which Seller may have under this Quotation or applicable laws.

7. If the performance of any part of this Quotation by Seller is prevented, hindered or delayed by reason of acts of God or the public enemy; accidents, fires or floods; strikes, work stoppages, slowdowns; shortage of cars, fuel, electric power or labor; delays in transportation; plant closure; compliance with any governmental order or regulation; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective enforcement of federal, state or local environmental standards; or any other similar or dissimilar contingency beyond the control of Seller, then Seller shall be excused from such performance during the continuance of such contingency, provided that Seller notifies Buyer as promptly as is reasonably possible (i) of Seller's inability to perform and (ii) when, in Seller's reasonable judgment, full performance is likely to be resumed.

8. If extraordinary circumstances beyond the Seller's reasonable control significantly increase Seller's cost of performance of its obligations hereunder, upon the request of Seller, the parties shall adjust the conditions of this Quotation in order to reasonably alleviate the effect of such extraordinary circumstances. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the Seller's notification of the request, then Seller shall have the right, at its sole discretion, to terminate this Quotation upon thirty (30) days' notice to Buyer.

9. The purchase price shall be adjusted for all costs incurred by Seller hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the date this Quotation is signed by Buyer including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date that this Quotation is signed by the Buyer, Seller shall determine the cost per ton of goods sold hereunder to Seller in order to comply with such laws, regulations or orders and advise Buyer of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the purchase price as an adjustment to become effective as and when such costs are incurred by Seller.

10. Buyer acknowledges and agrees that it is purchasing the goods from Seller for use in its operations, and that Buyer will not resell the goods to third parties at any time.

11. Buyer may not return either goods or orders or both once accepted by Buyer without Seller's prior written consent. If Seller consents to the return of goods hereunder, a cancellation charge shall be charged to Buyer at the rate of ten percent (10%) of the total cost of the goods sold hereunder.

12. Unless otherwise stated, where bagged products are quoted or sold by weight, the weight shown shall include the containers.

13. This Quotation is subject to the availability of goods sold hereunder at Seller's plant at the time shipment is required, and, in the event of shortage, Seller shall be obligated to sell and deliver only Buyer's pro rata share of goods available.

14. Prices quoted on annual contracts, if accepted within thirty (30) days from the date of this Quotation, shall be subject to revision unilaterally by Seller upon Seller's written notice thirty (30) days prior to the effective date of such revision.

15. Buyer shall not disclose any information contained in this Quotation or related to the services to be performed under this Quotation by Seller to any person, except to Seller's personnel as may reasonably be necessary to enable Seller to exercise its rights and perform its obligations under this Quotation. Notwithstanding the foregoing, Buyer may disclose any confidential information to the extent that disclosure is compelled in connection with legal or government proceedings or requests, or if the Buyer is required to report or disclose such confidential information by law or pursuant to the rules or regulations of any regulatory authority having jurisdiction over the Buyer; provided, however, that should such disclosure be compelled or reporting required, the Buyer shall give notice to the Seller, as promptly as is reasonably practicable, before any such disclosure or reporting in order to permit the Seller to contest such disclosure or reporting.

16. Buyer and Seller acknowledge that the transaction contemplated by this Quotation bears a reasonable relation to the State of Texas and agree that the internal law, and not the law of conflicts, of the State of Texas will govern the rights and duties of Buyer and Seller under this Quotation. The Buyer and Seller specifically intend that the provisions of the Texas Uniform Commercial Code shall control all aspects of this Quotation and its interpretation, and that all definitions contained in the Texas Uniform Commercial Code shall be applicable here except when this Quotation expressly provides otherwise.

17. This Quotation reflects the negotiations of the Buyer and Seller. Language used herein shall be deemed to be the language chosen by the Buyer and Seller to express their mutual intent and no rule of strict construction shall be applied.

18. Whenever possible, each provision of this Quotation shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Quotation is held to be prohibited by or invalid under applicable law, such prohibition or invalidity shall be effective only to the extent of such prohibition or invalidity without invalidating the remainder of this Agreement.

19. Buyer shall not assign this Quotation without Seller's prior written consent. This Quotation shall inure to the benefit of and be binding upon the Buyer and Seller and their respective permitted successors and assigns.



Date: February 12, 2018

City of Pharr

To whom it may concern:

Lhoist North America of Texas is the sole source supplier for Type B Commercial Lime Slurry in the Rio Grande Valley.

If you have any questions or concerns, please do not hesitate to give me a call.

Regards,

Jim Scholl

Area Manager South Texas

jim.scholl@lhoist.com

830.221.8581

Lhoist North America of Texas, Ltd.

Mailing Address: PO Box 985004, Fort Worth, Texas 76185-5004

Physical Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109

Phone: (817) 732-8164 (888) 888-8912 (Fax): (817) 731-4658



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Purchase Contract for the purchase of computers (154) and display monitors (54) with imaging services through a Texas DIR contract with SHI Government Solutions for Library and various City department computer replacements. (Project #1819-01-518-P004-003)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The IT department budgeted for a computer replacement program, whereas older computers can get upgraded so that our software runs better and we get less support requests to troubleshoot these computers. We will be purchasing of (100) computers for this program. Replacement is based on computer age (older machines are replaced first).

The library also budgeted to replace (54) computers and monitors at their main library so that their patrons can have updated equipment.

Financial Consideration:

Item	Cost	City	City Total	Library	
				Library	Total
Computer	\$ 639.18	100	\$ 63,918.00	54	\$ 34,515.72
Monitor	\$ 114.95			54	\$ 6,207.30
Imaging	\$ 25.26	100	\$ 2,526.00	54	\$ 1,364.04
			\$ 66,444.00		\$ 42,087.06

Staff Recommendation: Staff recommends approval of purchase contract with SHI Government Solutions based on their DIR quote in the amount of \$108,531.06.

Alternatives:

ROUTING:

Jose Pena	Created/Initiated - 12/12/2018
Adolfo Garcia	Approved - 12/12/2018
Sandra Zamora	Approved - 12/13/2018
Karla Moya	Approved - 12/14/2018
City Management Office	Final Approval - 12/14/2018



**City of Pharr
Innovation & Technology**

PROJECT 1819-01-518-P004-003 COMPUTERS (154) & DISPLAY MONITORS (54) IT/LIBRARY

BIDDERS	SHI DALLAS, TX	SCW MARIETTA, GA	PCM-G RIO RANCHO, NM
CONTRACT TYPE	TEXAS DIR CONTRACT PRICING	TEXAS DIR CONTRACT PRICING	
HP ProDesk 400 G5-SFF: Qty 154	\$ 98,433.72	\$ 103,480.50	\$ 107,998.50
HP ProDisplay P240va: Qty 54	\$ 6,207.30	\$ 7,297.00	\$ 6,072.50
Desktop Imaging Services	\$ 3,890.04	\$ 3,750.00	\$ 3,600.00
Total Cost	\$ 108,531.06	\$ 114,527.50	\$ 117,671.00



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communication
s

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing the purchase and installation of (14) fourteen Xybix Dispatch Consoles utilizing an H-GAC contract #EC07-18 with ErgoFlex Systems, Inc. dba Xybix Systems, Inc. in the amount of \$180,428.50. (Project #1819-01-525-P007-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Consideration and action, if any, authorizing the purchase and installation of (14) fourteen Xybix Dispatch Consoles through the use of an H-GAC Co-op contract. In addition, ErgoFlex Systems, Inc. dba Xybix Systems, Inc. is the manufacturer and sole source distributor of these dispatch consoles.

Financial Consideration:

ACCT #39-51000-8806-03 \$180,428.50

Staff Recommendation: Staff recommends approval of a Purchase & Installation contract with ErgoFlex Systems, Inc. dba Xybix Systems, Inc. from Littleton, CO, in the amount of \$180,428.50. (H-GAC Contract)

Alternatives:

ROUTING:

Daniel Ramirez
Daniel Ramirez
Patricia Rigney
Sandra Zamora

Created/Initiated - 12/13/2018
Approved - 12/13/2018
Approved - 12/14/2018
Approved - 12/14/2018

Karla Moya
City Management Office

Approved - 12/14/2018
Final Approval - 12/14/2018

REQUEST FOR AVAILABILITY OF FUNDS

CONSTRUCTION ☐ PURCHASE ☐

PURCHASE & INSTALLATION ☒

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☐

TYPE/PRINT NAME:

Daniel Ramirez

SIGNATURE:

[Signature]

TITLE:

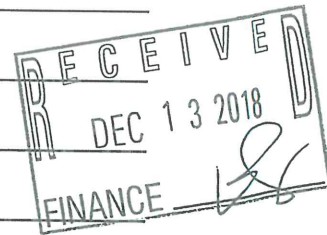
Director of Communications

DEPARTMENT:

Communications

DATE:

Dec 13 2018



PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

Xy6ix Dispatch consoles for new to public safety communications building

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 39-51000-8806-03

ESTIMATED COST: 180,428.50

ACCOUNT NUMBER/PROJECT ID:

ESTIMATED COST:

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME:

June 2017 Co's

ACCOUNT NUMBER(S):

39-51000-8806-03

INCLUDE PROJ.ID(S):

AMOUNT:

SIGNATURE:

[Signature]

TITLE:

Karla Moya, Finance Director

DATE:

12/13/18

CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED:

☐

SIGNATURE:

DATE:

DISAPPROVED:

☐

SIGNATURE:

DATE:

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton, CO 80120
 Phone:303-683-5656
 Fax:303-683-5454
 Jilla



Quote Number: 23898

Quote Date: 11/27/2018

Revision: D

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018415

Page: 1 of 3

Quote

Terms: 1% 20 Days, NET 30 Days

Quote To:

Acct: PHARRPATX

City of Pharr
 118 S Cage Blvd
 Pharr TX 78577

Ship To: City of Pharr
 118 S Cage Blvd

Pharr
 TX 78577

Sales Person: KANESHA PATRICK-ROBINSON

Rep Phone: (303) 683-5656

Email: Kaneshap@Xybix.com

HGAC EC07-18
 EAGLE LINE

PHASE 1

11.27.18: Drawing R7. Cables updated- SN
 11.01.18: Switch to Eagle Line- SN
 03.09.18: Added workstation 4- ja
 03.08.18: Drawing R1- ja

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3Fabric 12343-1-SS - 42-48in - 0 LF @ 199 12343-1-DS - 42-48in - 43.5 LF @ 270 12344-1-SS - 65in - 0 LF @ 267 12344-1-DS - 65in - 0 LF @ 372 Upper Tiles Fabric Color: TBD Grade 3 G3 Lower Tiles Fabric Color: TBD Grade 3 G3 Panel Trim Color: Black	1	1.0 EA	\$11,745.00	50	\$5,872.50	\$5,872.50
2.00	14485-3D.	Adj. Table Worksurface - Corner Dual Surface - 60L x 60R 10 RV - Cable Management Included	2	2.0 EA	\$1,430.00	50	\$715.00	\$1,430.00
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 66W x 44D 10 RV - Cable Management Included	3	2.0 EA	\$1,480.00	50	\$740.00	\$1,480.00
3.00	15701	T4 Table Base	4	4.0 EA	\$5,704.00	50	\$2,852.00	\$11,408.00
4.00	12757-3D.	Monitor Mount 2 - Rollervision - - 1HI - Corner Dual Surface - 60L x 60R 10 RV - 12076 - Std VESA Mount Qty = 3 Total: \$792 16126 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$736	5	2.0 EA	\$3,295.00	50	\$1,647.50	\$3,295.00
4.01	12758-3D.	Monitor Mount 2 - Rollervision - - 1HI - Straight Dual Surface - 66W x 44D 10 RV - 12076 - Std VESA Mount Qty = 3 Total: \$792 16126 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$736	6	2.0 EA	\$3,295.00	50	\$1,647.50	\$3,295.00

Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton, CO 80120
 Phone:303-683-5656
 Fax:303-683-5454
 Jilla



Quote

Quote Number: 23898

Quote Date: 11/27/2018

Revision: D

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018415

Page: 2 of 3

Terms: 1% 20 Days, NET 30 Days

4.02	15496.	Acrylic Shroud 2 - - - Corner Dual Surface - 60L x 60R 10 RV	⁷	2.0 EA	\$172.00	50	\$86.00	\$172.00
4.03	15496.	Acrylic Shroud 2 - - - Straight Dual Surface - 66W x 44D 10 RV	⁸	2.0 EA	\$172.00	50	\$86.00	\$172.00
4.04	15560	Acrylic Cleaning Kit	³¹	1.0 EA	\$106.00	50	\$53.00	\$53.00
5.00	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	¹¹	4.0 EA	\$567.00	50	\$283.50	\$1,134.00
5.01	14349	Display Port Cable 25 FT Male/Male	¹⁰	20.0 EA	\$82.00	50	\$41.00	\$820.00
5.02	11132	Ext Audio Cable 3.5mm Jack Male/Female 25'	⁹	8.0 EA	\$38.00	50	\$19.00	\$152.00
5.03	15822	Lift Case additional Energy Chains NO PULL	³⁸	4.0 EA	\$224.00	50	\$112.00	\$448.00
5.04	11683	Energy Chain 22-48 Monitor Surface	³⁹	4.0 EA	\$238.00	50	\$119.00	\$476.00
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	¹²	4.0 EA	\$146.00	50	\$73.00	\$292.00
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	¹³	4.0 EA	\$146.00	50	\$73.00	\$292.00
7.00	15618MCC	Task Light Pair LUX2 LED My Climate	¹⁴	4.0 EA	\$539.00	50	\$269.50	\$1,078.00
8.00	15463	Shelf Under Surface 19W x 9D - Metal	¹⁵	4.0 EA	\$137.00	50	\$68.50	\$274.00
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	¹⁶	4.0 EA	\$114.00	50	\$57.00	\$228.00
9.00	15620MCC	MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W	¹⁷	4.0 EA	\$2,142.00	50	\$1,071.00	\$4,284.00
10.00	12033-3D.	Flip Top Return Worksurface - 18Wx36D	¹⁸	2.0 EA	\$485.00	50	\$242.50	\$485.00
10.02	12033-3D.	Flip Top Return Worksurface - 30Wx44D	²⁰	3.0 EA	\$485.00	50	\$242.50	\$727.50
11.00	15707-60x60	Cable Bridge 60x60 Corner Left Side	²²	2.0 EA	\$215.00	50	\$107.50	\$215.00
11.01	15708-60X6	Cable Bridge 60x60 Corner Right Side	²³	2.0 EA	\$215.00	50	\$107.50	\$215.00

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Xybix Systems, Inc.
 8207 SouthPark Circle
 Littleton, CO 80120
 Phone:303-683-5656
 Fax:303-683-5454
 Jilla



Quote

Quote Number: 23898

Quote Date: 11/27/2018

Revision: D

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018415

Page: 3 of 3

Terms: 1% 20 Days, NET 30 Days

11.02	15709	Cable Bridge Straight Left Side	²⁴	2.0 EA	\$215.00	50	\$107.50	\$215.00
11.03	15710	Cable Bridge Straight Right Side	²⁵	2.0 EA	\$215.00	50	\$107.50	\$215.00
11.04	15482-3D-F T.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx33D With Flip Top Hinge	²⁶	2.0 EA	\$1,218.00	50	\$609.00	\$1,218.00
11.05	15486-3D-F T.	CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx33D With Flip Top Hinge	²⁷	2.0 EA	\$1,478.00	50	\$739.00	\$1,478.00
11.06	15486-3D-F T.	CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx41D With Flip Top Hinge	²⁸	1.0 EA	\$1,478.00	50	\$739.00	\$739.00
19.00	10176EXT	Cup Holder - Extended for Eagle	³⁰	4.0 EA	\$97.00	50	\$48.50	\$194.00
90.00	16139	Installers Kit Eagle Line	³⁶	4.0 EA	\$-		\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	³⁷	1.0 EA	\$-		\$0.00	\$0.00

Line(37) - Miscellaneous Charge -

Freight - FullTruck NonTaxable \$3,483.00

Installation - Non-Taxable \$8,017.50

List Price Total \$84,714.00

Lines Total: \$42,357.00

Line Miscellaneous Charges Total: \$11,500.50

Quote Total: \$53,857.50

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.
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 Jilla



Quote Number: 23900

Quote Date: 11/27/2018

Revision: B

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018832

Page: 1 of 3

Quote

Terms: 1% 20 Days, NET 30 Days

Quote To:

Acct: PHARRPATX

City of Pharr
 118 S Cage Blvd
 Pharr TX 78577

Ship To: City of Pharr
 118 S Cage Blvd

Pharr
 TX 78577

Sales Person: KANESHA PATRICK-ROBINSON

Rep Phone: (303) 683-5656

Email: KanessaP@Xybix.com

HGAC EC07-18
 EAGLE LINE

PHASE 2

11.27.18- Drawing R3. Cables updated- SN
 11.01.18- Drawing R1-SN

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3Fabric 12343-1-SS - 42-48in - 0 LF @ 199 12343-1-DS - 42-48in - 53.5 LF @ 270 12344-1-SS - 65in - 0 LF @ 267 12344-1-DS - 65in - 0 LF @ 372 Upper Tiles Fabric Color: TBD Grade 3 G3 Lower Tiles Fabric Color: TBD Grade 3 G3 Panel Trim Color: Black	¹ 1.0	EA	\$14,445.00	50	\$7,222.50	\$7,222.50
2.00	14485-3D.	Adj. Table Worksurface - Corner Dual Surface - 60L x 60R 10 RV - Cable Management Included	² 4.0	EA	\$1,430.00	50	\$715.00	\$2,860.00
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 66W x 44D 10 RV - Cable Management Included	³ 1.0	EA	\$1,480.00	50	\$740.00	\$740.00
3.00	15701	T4 Table Base	⁴ 5.0	EA	\$5,704.00	50	\$2,852.00	\$14,260.00
4.00	12757-3D.	Monitor Mount 2 - Rollervision - - 1HI - Corner Dual Surface - 60L x 60R 10 RV - 12076 - Std VESA Mount Qty = 3 Total: \$792 16126 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$736	⁵ 4.0	EA	\$3,295.00	50	\$1,647.50	\$6,590.00
4.01	12758-3D.	Monitor Mount 2 - Rollervision - - 1HI - Straight Dual Surface - 66W x 44D 10 RV - 12076 - Std VESA Mount Qty = 3 Total: \$792 16126 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$736	⁶ 1.0	EA	\$3,295.00	50	\$1,647.50	\$1,647.50

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 Fax:303-683-5454
 Jilla



Quote

Quote Number: 23900

Quote Date: 11/27/2018

Revision: B

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018832

Page: 2 of 3

Terms: 1% 20 Days, NET 30 Days

4.02	15496.	Acrylic Shroud 2 - - - Corner Dual Surface - 60L x 60R 10 RV	⁷	4.0 EA	\$172.00	50	\$86.00	\$344.00
4.03	15496.	Acrylic Shroud 2 - - - Straight Dual Surface - 66W x 44D 10 RV	⁸	1.0 EA	\$172.00	50	\$86.00	\$86.00
4.04	15560	Acrylic Cleaning Kit	²⁸	1.0 EA	\$106.00	50	\$53.00	\$53.00
5.00	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	¹¹	5.0 EA	\$567.00	50	\$283.50	\$1,417.50
5.01	14349	Display Port Cable 25 FT Male/Male	¹⁰	25.0 EA	\$82.00	50	\$41.00	\$1,025.00
5.02	11132	Ext Audio Cable 3.5mm Jack Male/Female 25'	⁹	10.0 EA	\$38.00	50	\$19.00	\$190.00
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	¹²	5.0 EA	\$146.00	50	\$73.00	\$365.00
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	¹³	5.0 EA	\$146.00	50	\$73.00	\$365.00
7.00	15618MCC	Task Light Pair LUX2 LED My Climate	¹⁴	5.0 EA	\$539.00	50	\$269.50	\$1,347.50
8.00	15463	Shelf Under Surface 19W x 9D - Metal	¹⁵	5.0 EA	\$137.00	50	\$68.50	\$342.50
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	¹⁶	5.0 EA	\$114.00	50	\$57.00	\$285.00
9.00	15620MCC	MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W	¹⁷	5.0 EA	\$2,142.00	50	\$1,071.00	\$5,355.00
10.00	12033-3D.	Flip Top Return Worksurface - 30Wx36D	¹⁸	4.0 EA	\$485.00	50	\$242.50	\$970.00
10.01	12033-3D.	Flip Top Return Worksurface - 30Wx44D	¹⁹	1.0 EA	\$485.00	50	\$242.50	\$242.50
10.02	12033-3D.	Return Worksurface - 30Wx44D	²⁰	1.0 EA	\$485.00	50	\$242.50	\$242.50
11.00	15707-60x60	Cable Bridge 60x60 Corner Left Side	²¹	3.0 EA	\$215.00	50	\$107.50	\$322.50
11.01	15708-60X60	Cable Bridge 60x60 Corner Right Side	²²	3.0 EA	\$215.00	50	\$107.50	\$322.50
11.02	15709	Cable Bridge Straight Left Side	²³	1.0 EA	\$215.00	50	\$107.50	\$107.50

Xybix Systems, Inc.
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 Jilla



Quote

Quote Number: 23900

Quote Date: 11/27/2018

Revision: B

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018832

Page: 3 of 3

Terms: 1% 20 Days, NET 30 Days

11.04	15486-3D-F T.	CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx33D With Flip Top Hinge	²⁵	5.0 EA	\$1,478.00	50	\$739.00	\$3,695.00
15.00	11766-3D.	Bookcase - 30W-28H-22D - Under WS With Toekick	²⁶	1.0 EA	\$663.00	50	\$331.50	\$331.50
19.00	10176EXT	Cup Holder - Extended for Eagle	²⁷	5.0 EA	\$97.00	50	\$48.50	\$242.50
90.00	16139	Installers Kit Eagle Line	³³	5.0 EA	\$-		\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	³⁴	1.0 EA	\$-		\$0.00	\$0.00

Line(34) - Miscellaneous Charge -

Freight - FullTruck NonTaxable	\$3,483.00
Installation - Non-Taxable	\$9,191.25

List Price Total	\$101,944.00	Lines Total:	\$50,972.00
		Line Miscellaneous Charges Total:	\$12,674.25
		Quote Total:	\$63,646.25

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.
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 Jilla



Quote

Quote Number: 23901

Quote Date: 11/27/2018

Revision: B

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018833

Page: 1 of 3

Terms: 1% 20 Days, NET 30 Days

Quote To:

Acct: PHARRPATX

City of Pharr
 118 S Cage Blvd
 Pharr TX 78577

Ship To:

City of Pharr
 118 S Cage Blvd

Pharr
 TX 78577

Sales Person: KANESHA PATRICK-ROBINSON

Rep Phone: (303) 683-5656

Email: KanessaP@Xybix.com

HGAC EC07-18
 EAGLE LINE

PHASE 3

11.27.18- Drawing R2. Cables updated- SN
 11.01.18-Drawing R0-SN

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3Fabric 12343-1-SS - 42-48in - 0 LF @ 199 12343-1-DS - 42-48in - 54.5 LF @ 270 12344-1-SS - 65in - 0 LF @ 267 12344-1-DS - 65in - 0 LF @ 372 Upper Tiles Fabric Color: TBD Grade 3 G3 Lower Tiles Fabric Color: TBD Grade 3 G3 Panel Trim Color: Black	¹ 1.0	EA	\$14,715.00	50	\$7,357.50	\$7,357.50
2.00	14485-3D.	Adj. Table Worksurface - Corner Dual Surface - 60L x 60R 10 RV - Cable Management Included	² 4.0	EA	\$1,430.00	50	\$715.00	\$2,860.00
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 66W x 44D 10 RV - Cable Management Included	³ 1.0	EA	\$1,480.00	50	\$740.00	\$740.00
3.00	15701	T4 Table Base	⁴ 5.0	EA	\$5,704.00	50	\$2,852.00	\$14,260.00
4.00	12757-3D.	Monitor Mount 2 - Rollervision - - 1HI - Corner Dual Surface - 60L x 60R 10 RV - 12076 - Std VESA Mount Qty = 3 Total: \$792 16126 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$736	⁵ 4.0	EA	\$3,295.00	50	\$1,647.50	\$6,590.00
4.01	12758-3D.	Monitor Mount 2 - Rollervision - - 1HI - Straight Dual Surface - 66W x 44D 10 RV - 12076 - Std VESA Mount Qty = 3 Total: \$792 16126 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: \$736	⁶ 1.0	EA	\$3,295.00	50	\$1,647.50	\$1,647.50

Xybix Systems, Inc.
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Quote

Quote Number: 23901

Quote Date: 11/27/2018

Revision: B

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018833

Page: 2 of 3

Terms: 1% 20 Days, NET 30 Days

4.02	15496.	Acrylic Shroud 2 - - - Corner Dual Surface - 60L x 60R 10 RV	⁷	4.0 EA	\$172.00	50	\$86.00	\$344.00
4.03	15496.	Acrylic Shroud 2 - - - Straight Dual Surface - 66W x 44D 10 RV	⁸	1.0 EA	\$172.00	50	\$86.00	\$86.00
4.04	15560	Acrylic Cleaning Kit	²⁶	1.0 EA	\$106.00	50	\$53.00	\$53.00
5.00	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	¹¹	5.0 EA	\$567.00	50	\$283.50	\$1,417.50
5.01	14349	Display Port Cable 25 FT Male/Male	¹⁰	25.0 EA	\$82.00	50	\$41.00	\$1,025.00
5.02	11132	Ext Audio Cable 3.5mm Jack Male/Female 25'	⁹	10.0 EA	\$38.00	50	\$19.00	\$190.00
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	¹²	5.0 EA	\$146.00	50	\$73.00	\$365.00
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	¹³	5.0 EA	\$146.00	50	\$73.00	\$365.00
7.00	15618MCC	Task Light Pair LUX2 LED My Climate	¹⁴	5.0 EA	\$539.00	50	\$269.50	\$1,347.50
8.00	15463	Shelf Under Surface 19W x 9D - Metal	¹⁵	5.0 EA	\$137.00	50	\$68.50	\$342.50
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	¹⁶	5.0 EA	\$114.00	50	\$57.00	\$285.00
9.00	15620MCC	MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W	¹⁷	5.0 EA	\$2,142.00	50	\$1,071.00	\$5,355.00
10.00	12033-3D.	Flip Top Return Worksurface - 18Wx36D	¹⁸	3.0 EA	\$485.00	50	\$242.50	\$727.50
10.01	12033-3D.	Flip Top Return Worksurface - 30Wx44D	¹⁹	2.0 EA	\$485.00	50	\$242.50	\$485.00
11.00	15707-60x60	Cable Bridge 60x60 Corner Left Side	²⁰	4.0 EA	\$215.00	50	\$107.50	\$430.00
11.01	15708-60X60	Cable Bridge 60x60 Corner Right Side	²¹	3.0 EA	\$215.00	50	\$107.50	\$322.50
	0							
11.02	15709	Cable Bridge Straight Left Side	²²	1.0 EA	\$215.00	50	\$107.50	\$107.50
11.03	15482-3D-F T.	CPU Cabinet - ERGO ACCESS Under Work Surface 18Wx33D With Flip Top Hinge	²³	3.0 EA	\$1,218.00	50	\$609.00	\$1,827.00

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 Jilla



Quote

Quote Number: 23901

Quote Date: 11/27/2018

Revision: B

Orig Create Date: 11/1/2018

Expires: 2/25/2019

Opp #: 0018833

Page: 3 of 3

Terms: 1% 20 Days, NET 30 Days

11.04	15486-3D-F T.	CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx33D With Flip Top Hinge	²⁴	2.0 EA	\$1,478.00	50	\$739.00	\$1,478.00
19.00	10176EXT	Cup Holder - Extended for Eagle	²⁵	5.0 EA	\$97.00	50	\$48.50	\$242.50
90.00	16139	Installers Kit Eagle Line	³¹	5.0 EA	\$-		\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	³²	1.0 EA	\$-		\$0.00	\$0.00

Line(32) - Miscellaneous Charge -

Freight - FullTruck NonTaxable \$3,483.00

Installation - Non-Taxable \$9,191.25

List Price Total \$100,501.00

Lines Total: \$50,250.50

Line Miscellaneous Charges Total: \$12,674.25

Quote Total: \$62,924.75

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



Xybix Systems, Inc.

ErgoPower Dispatch Console Furniture

Xybix is the manufacturer of the ErgoPower and only sells direct to the end user. Xybix does not offer products to any resellers or distributors.

The rationale for the purchase of Xybix ErgoPower Dispatch Console Furniture is a combination of factors which relate to the performance of the product in the intense, stressful, high-pressure, working environment of an E-911 Communications Center. Xybix ErgoPower Dispatch Consoles are designed to provide the most comfortable and least stressful work environment possible.

Listed in order of importance are critical areas of performance:

- I. **Ergonomics - Adjustment Range** - Xybix Systems, Inc. is the only Dispatch Console manufacturer to fully meet the monitor and keyboard positioning guidelines established by the Human Factors and Ergonomics Society in their *American National Standard for Human Factors Engineering of Visual Display Terminal Workstations and its most recent version BSR/HFES 100 - 2007*. This is especially critical at the lowest monitor settings to enable the 5th percentile seated female user to view large monitors (21") at proper view angles of 15° to -20° downward from horizontal eye level.
- II. **Ergonomics - I-Fit® Computer Control Software** - Xybix Systems, Inc. is the only Dispatch Console manufacturer to offer a software product which can properly position every user at any console - either seated or standing - automatically at the click of a mouse. This is particularly important because it is completely effortless to the user and it removes the issues of motivation and retention of training. Ensuring that the most valuable asset to a communications center - the employee, is in their most comfortable and stress-free working postures. I-Fit® was developed internally by Xybix Systems, Inc. and patents are pending on several aspects of its function.
- III. **DataDock – is a flip-open data connection bay that is located on the back edge of the keyboard surface. Data Dock flips up for easy access and closes flush to the desktop surface.** Allowing the ability for the dispatcher to disconnect and connect keyboards and mice from either USB or PS2 from an easy access port in the top of the keyboard surface. The DataDock also lets the dispatcher plug in either RJ11 or RJ45 cords for phone and data. This lets a dispatcher replace a keyboard or mouse without having to crawl under the station potentially unplugging the wrong thing. This is exclusive to Xybix.
- IV. **Strength and stability of the console - Keyboard/Input surface** - The input surface of a dispatch console is the primary interface with the user and must be strong and stable even at full extension. Xybix Systems, Inc. input surfaces are not “hung” from the monitor surface, but are supported by their own set of lifts which transfer all loads directly to the floor. Xybix Systems, Inc. input surfaces can lift 300 lbs. and can support a 500 lb. static load. This is important because users will often abuse the product by leaning or sitting on it.



Some larger users use the input surface as an aid in standing. No “keyboard hanging mechanism” also means that there is a clear and clean knee space without obstructions.

- V. **Strength and stability of the console - Monitor Surface** - The monitor surface must be capable of supporting up to six monitors while retaining its stability at full extension. This is particularly important in areas subject to seismic activity.
- VI. **Ease of access to electronic equipment** - Electronic equipment must be positioned in such a way as to permit easy access for re-booting or the servicing of CPU's without removing panels or crawling under the console in the dark. Xybix Systems, Inc. designs all electronics cabinets with slide out shelves for up-front, easy access and built-in fan ventilation to keep equipment cool. This makes service easier for both “techs” and outside contractors to access necessary equipment.
- VII. **Wire Management - Panel Enclosure** - The Xybix Systems, Inc. panel enclosure is designed to act as a supplemental raceway, which provides easy access and separation of hi-voltage, electrical power from category 5e / 6 cabling and RF cabling as well. The panel top cap can be easily removed for instant access to the wire raceway. Future equipment cabling can be added in minutes, without disrupting the function of the communication center. This is important, because ease of access in the panel enclosure means that fewer “taps” into the floor are required and the interior of the system can also be used for mounting accessory boxes for TDD's and other equipment.
- VIII. **Wire Management - Console** - All Xybix Systems, Inc. consoles are equipped with a 3" x 4" “J” channel around the back of the monitor surface which is useful for managing cords and transformers from monitors, task lights and other desktop equipment. Cables can be simply “laid in” with no requirement for zip ties or Velcro retention straps. All cables from the input surface to the monitor surface and from monitor surface to CPU cabinet or panel enclosure are housed in an easy access “energy chain”. This feature prevents random cables hanging under the console and assures proper cable bend radii are maintained, yet still allows easy access for service.
- IX. **Wire Management – CPU Cabinets** Wires and cables in CPU cabinets must be managed so as to avoid entanglement when CPU shelves are moved in and out. Xybix Systems, Inc.'s flexible cable management arm keeps all cables securely attached and allows the CPU's to be moved in and out while keeping cables organized. Space below the cabinet is available for storage of excess cable length.
- X. **Panel Enclosure** - Panels need to be *horizontally modular* in no more than 6" increments in order to best fit into existing space. Panels should also be *vertically modular* – with 18" “stack-ons” - so as to allow for future changes, addition of glass panels or need for separation of functions. Panels should also be of *non-combustible construction* and utilize “Class A” Flamespread rated finishing materials. The panel enclosure serves as a sight barrier, a sound blocker / absorber and as a raceway for electrical and cabling services - it should be easy to assemble, move and service while meeting all industry standards.
- XI. **Rollervision** – Rollervision is a focal depth adjuster for LCD monitors. Rollervision is a vital component of a total ergonomic solution. Monitors are arranged to maintain equal focal



depths, yet be simultaneously adjusted fore and aft up to 12" with a single easy motion. Rollervision has many different mounting arrangements and can hold up to 8 monitors in a double stacked configuration. This unique product was patented by Xybix Systems, Inc. and is only available as a part of the Xybix Systems, Inc. total solution.

- XII. **GreenGuard Indoor Air Quality Certification** is an issue that both private and governmental entities must incorporate into their planning for new and renovated facilities. Reduced emissions from office and institutional furnishings are a key component of "green" construction techniques. Nine states have already mandated green construction for all public buildings. It is only prudent for manufacturers to begin the process of changing their products to minimize or eliminate harmful emissions. Xybix Systems, Inc. has passed the stringent GreenGuard certification for the entire ErgoPower console system.
- XIII. **Collision Detection Technology** – User safety is a critical component of console design. Any moving surface has the potential for entrapment of hands, arms or equipment if it is inadvertently run up or down onto a fixed object. XYBIX Collision Detection Technology (CDT) incorporates sensing devices which will immediately stop and reverse 5 cm if any unusual load is detected. This technology works when the surface is moving up or down and works on both the monitor and the keyboard surface. CDT technology is far superior to a "safety bar" which only works on the keyboard surface under the kneespace and only in the down direction.

Factory Design / Installation / Service - The needs of an E-911 Communication Center are extremely diverse and complicated. The requirement to successfully integrate the sophisticated electronics / radio package and all the specialized electrical service and computer cabling / connections into an ergonomically correct, dispatcher friendly furniture product takes an experienced and coordinated team. True professionalism is achieved only by years of experience and coordinated control of all elements from space / equipment planning to manufacturing to shipping to jobsite coordination with other vendors and installation expertise. The best results cannot be achieved with "Manpower" type labor or even an occasional install by a Dealer. XYBIX's reputation relies on satisfactory results every day on every project.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: December 12, 2018

MEETING DATE: December 17, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Smartcom Telephone, LLC for data network connectivity at new Communications Center building. (Project #1819-01-518-IPQ024-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr will have a new facility on it's network and needs to have this location included in our existing vendor provided fiber network. This is a (12) month agreement for (10) GB connectivity to city hall.

Financial Consideration:

Mo. Service fee	\$1,398/mo.	Total	\$16,776
1-time installation fee		<u>\$4,000</u>	
Grand Total			\$20,776

Staff Recommendation: Staff recommends approval of Smartcom Telephone, LLC agreement, for (12) months at a monthly Service fee of \$1,398 per month for a total of \$16,776 and a 1-time installation fee of \$4,000. Grand Total \$20,776.

Alternatives:

ROUTING:

Jose Pena
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 12/12/2018
Approved - 12/12/2018
Approved - 12/13/2018
Approved - 12/14/2018
Final Approval - 12/14/2018

PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between, City of Pharr ("Customer"), and SmartCom Telephone, LLC ("SmartCom"), for the purpose of establishing the terms and conditions under which SmartCom will provide data service. SmartCom reserves the right to refuse service.

SERVICE TO BE PROVIDED. SmartCom, under the terms of this agreement will provide to Customer the selected application of services of the following type(s):

Location Name	Service	Demarc Information	Installation	Monthly Recurring Cost (MRC)*
New COMM Center	10G PTP Protected	100 W. Ferguson (New COMM center) to 118 S. Cage (City Hall)	\$ 4000.00	\$1398.00

Monthly Recurring Cost* **\$1398.00**
Installation fees (non-recurring): **\$4000.00**

**Plus any applicable Taxes or regulatory fees*

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on completion and handoff to customer. At the end of this initial term if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by SmartCom shall remain the property of SmartCom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give SmartCom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of SmartCom Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its SmartCom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for SmartCom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by SmartCom's Subscriber Acceptable Use Policy.

INTERNET CONTENT. Customer understands that the information available through SmartCom or interconnecting networks may not be accurate, including the content displayed on the SmartCom Desktop. Customer understands that the some of the information available through SmartCom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

IP ADDRESS. IP Blocks that are assigned by SmartCom are for Customer use only, and it is understood that SmartCom will not guarantee routing of any IP's of any user other than those assigned to the Customer. IP addresses issued by SmartCom are not portable and remain the property of SmartCom. If the Customer discontinues service with SmartCom, SmartCom will bear no responsibility or liability for any actions or costs incurred by Customer in obtaining or reconfiguring its equipment with new IP addresses.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. SmartCom makes no warranties of any kind, either expressed, implied, or statutory concerning the data or information available through the use of its SmartCom network. Customer understands that the use of its SmartCom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. SmartCom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). SmartCom is not responsible for equipment purchased/installed by Customer. SmartCom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from SmartCom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. SmartCom will provide/install the service to the SmartCom-provided ethernet switch at the Customer's premises. Customer will provide any necessary 110vAC electrical power needed to operate premise equipment and will ensure that an uninterrupted power source ("battery backup") is available for said equipment. Interface to customer will be on a standard ethernet jack.

Customer acknowledges that if the installation address is not currently serviced by SmartCom-owned facilities, construction may be required which can take up to one hundred twenty (120) days even without any construction hindrance due to rights-of-way issues, permit acquisition, and other factors beyond the control of SmartCom. Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, server or router speeds, protocol overheads, and other factors which SmartCom cannot control.

SERVICE CALLS. If SmartCom is called to the Customer site and it is determined that the problem is other than the SmartCom network or SmartCom-Provided interface device, a service fee of \$85 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

EQUIPMENT WARRANTY: SmartCom-provided new modem/router equipment will be covered by the by the manufacturer's warranty. During the one-year warranty period, SmartCom will support the

modem/router for problems covered by the manufacturer's warranty to include full replacement of the router, if necessary. Once the one-year warranty period has expired, SmartCom will no longer support problems with the T-1 or DSL modem/router. Any equipment furnished by SmartCom will be maintained at no cost to the Customer throughout the duration of this Agreement.

DELAY. SmartCom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of SmartCom.

CONSEQUENTIAL DAMAGES. SmartCom is not responsible for any consequential damages resulting from failure of or suspension of services.

RIGHT TO MODIFY. SmartCom reserves the right to increase the monthly charge to customer if SmartCom's underlying carrier raises the cost it charges SmartCom to deliver the service to Customer's premise. Should such increase in monthly charges exceed 10% of the MRC, Customer may choose not to pay such increase in monthly charges and have service terminated at that time, abrogating this agreement and releasing both parties from the terms set herein. This document supersedes any or all previous agreements, verbal or written. Periodic amendments to this agreement may be allowed and can be sent via electronic mail ("e-mail"). Should the parties agree to an amendment, such amendments shall be effective upon written execution of both parties.

EARLY TERMINATION. Cancellation/termination within the first 8 months will be subject to a termination liability charge equal to 100% of the remaining balance of the term. Cancellation/Termination beyond the first 8 months will be subject to a termination liability charge equal to 100% of the remaining balance of the term. Additional charges may apply based upon current promotions

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit to the extent allowed by law.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of SmartCom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that SmartCom shall not be liable for any damages arising from the customer's use of the system or the services. SmartCom makes no warranties of any kind, express or implied, with respect to the system or the services. SmartCom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. SmartCom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by SmartCom's own negligence, errors, omissions or otherwise.

The liability of SmartCom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in SmartCom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: SmartCom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government

sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this [redacted] day of [redacted], 2018

Signature

Signature

For Customer

For SmartCom Telephone, LLC

Printed Name

Printed Name

Billing Address

**City of Pharr
118 S. Cage Street
Pharr, Texas 78577-4855**

Installation Addresses

- 100 W. Ferguson (New COMM center)
- 118 S. Cage Street (City Hall)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: December 10, 2018

MEETING DATE: December 17, 2018

FROM: Lizette Gomez, Risk Management Coordinator

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with Doctors Hospital at Renaissance, LTD for a one time wellness screening services. (Project 1819-01-526-IPQ025-001)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Wellness screenings to be provided to employees at 2019 Annual Health Fair.

Financial Consideration: \$9,225.00 for 615 full time regular employees. \$15.00 each. versus medical claims via UHC

Staff Recommendation: Approve agreement to conduct wellness screenings for employees at Health Fair 2019.

\$15.00 wellness screenings per person. (615) FTR employees=\$9,225.00.

Alternatives:

ROUTING:

Lizette Gomez

Created/Initiated - 12/10/2018

Anali Alanis

Approved - 12/12/2018

Patricia Rigney

Approved - 12/12/2018

Sandra Zamora

Approved - 12/13/2018

Karla Moya

Approved - 12/13/2018

City Management Office

Final Approval - 12/13/2018

**WELLNESS SCREENING SERVICES AGREEMENT
BETWEEN
DOCTORS HOSPITAL AT RENAISSANCE, LTD.
AND CITY OF PHARR**

This Agreement is effective the 25th day of January, 2019, by and between **Doctors Hospital at Renaissance, Ltd.** (hereinafter "DHR"), with its principal place of business located at 5501 S. McColl, Edinburg, Texas 78539 and **CITY OF PHARR** (hereinafter referred to as "Vendor"). DHR and Vendor may be individually referred to as a "Party" and collectively as the "Parties".

Whereas, DHR is a general acute care hospital in Edinburg, Texas which operates a Wellness Center ("Center") and as part of its wellness/disease screening and community wellness program is offering certain Wellness Screening Services, as defined below, to local businesses;

Whereas, Vendor is a local business and, as a benefit to its employees, wishes to offer DHR's Wellness Screening Services for employees at its local offices and desires to retain the services of DHR to provide such Wellness Screening Services;

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PERFORMANCE EXPECTATIONS

DHR shall provide the following Wellness Screening Services to employees of Vendor:

*Women Screening: CBC, CMP, TSH, LIPID \$15.00

*Men Screening: CBC, CMP, LIPID, PSA \$15.00

* Flu Vaccines \$20.00

* Tdap \$40.00

DHR shall perform the Wellness Screening Services on-site at Vendor's business location: Pharr Event Center 3000 N. CAGE PHARR TEXAS 78577 on the following date: January 25, 2019 at times mutually agreed by the parties at least one (1) week prior to the aforementioned dates.

DHR shall provide all staff and supplies necessary to complete the Wellness Screening Services. Vendor is responsible for promoting the on-site Wellness Screening Services and for scheduling the Wellness Screening Services appointments for Vendor employees. The estimated amount of time to complete each individual Wellness Screening Service is fifteen (15) minutes.

Before participating in the DHR Wellness Screening Services, Vendor employees may be asked to sign a release in a form that is at the sole discretion of DHR.

The parties understand and agree that the DHR Wellness Screening Services are screening services only and in no way should substitute for the care and assessment of a physician. DHR shall submit the results of each Vendor employee's Wellness Screening Services to the Vendor employee by mail. However, DHR shall not be responsible for any interpretation or professional analysis of the tests or labs provided as part of the Wellness Screening Services. DHR shall encourage all Vendor employees participating in the Wellness Screening Services to follow up with their primary care physician for further evaluation and care after receiving their Wellness Screening Services results from DHR. Vendor employees may also elect to have a copy of their Wellness Screening Result provided to their primary care physician. Results will be delivered to Vendor to be distributed to Vendor Employees.

II. PAYMENT

In consideration of the Wellness Screening Services to be provided by DHR as described in Section I, Vendor shall pay DHR at the rate of Fifteen Dollars and 00/100 (\$15.00) for each Vendor employee that receives the Wellness Screening Services as specified in this Agreement. DHR shall keep a log of all Vendor employees that receive the Wellness Screening Services. Within ten (10) days of the Makeup Session Period, DHR shall submit an invoice to Vendor evidencing all Wellness Screening Services provided to Vendor employees and the total amount due by Vendor. Vendor shall pay DHR for such Wellness Screening Services within thirty (30) days of invoice receipt.

In consideration of the Wellness Screening Services to be provided by DHR as described in Section I, Vendor shall pay DHR at the rate of Twenty Dollars and 00/100 (\$20.00) for each Vendor employee that receives the Wellness Flu Vaccines/Tdap Immunization as specified in this Agreement. DHR shall keep a log of all Vendor employees that receive the Wellness Screening Services. Within ten (10) days of the Makeup Session Period, DHR shall submit an invoice to Vendor evidencing all Wellness Screening Services provided to Vendor employees and the total amount due by Vendor. Vendor shall pay DHR for such Wellness Screening Services within thirty (30) days of invoice receipt.

III. LEGAL RELATIONSHIP OF THE PARTIES

The parties understand and agree that DHR is an independent contractor when providing services for Vendor under this Agreement. Neither DHR nor its agents or employees providing services under this Agreement are in any way associated with Vendor other than as independent contractor. Nothing in this Agreement or otherwise shall be interpreted to give either party an interest in the other or its business. Neither party is, nor shall be, the agent, legal representative, joint venturer, partner or employee of the other for any purpose.

IV. TERMINATION

This Agreement shall begin on the Effective Date written above and shall remain in effect for three (3) months, unless terminated earlier in accordance with the terms and conditions herein. This Agreement may be terminated at any time by mutual agreement of the Parties, or if not by such agreement, either Party may cancel this Agreement by giving thirty (30) days advance notice to the other Party.

The parties will each comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of carrying out its obligations under this contract. Each Party will obtain and maintain current and in force all licenses, certifications, authorizations and/or permits necessary to carry out its duties and responsibilities under this contract.

V. CONFIDENTIALITY

The Department of Health and Human Services has issued security and privacy rules implementing "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Each Party to this Agreement will comply with all final rules promulgated under HIPAA to the extent that they apply to services being provided, including and not limited to all federal, state and local laws and regulatory standards. The parties acknowledge and agree that any and all information about the other's business is confidential information and shall not, unless otherwise required by law, be duplicated, used, or disclosed unless specifically authorized in writing by the other Party.

VI. NO REFERRAL OBLIGATION

The parties expressly agree that nothing contained in this Agreement shall required Vendor to refer or admit (or influence the referral or admission of) any patients to, or order any goods or services from DHR or affiliates. Notwithstanding any unanticipated effect of any provision of this Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the provision against fraud and abuse in connection with the Medicare and Medicaid Programs.

VII. SEVERABILITY

In the event that any provision of this Agreement (other than a provision which involves the essence of the consideration for this Agreement) is declared invalid, unenforceable or void to any extent by a court of competent jurisdiction, such provision shall be modified, if possible, by reducing its duration and scope to allow enforcement of the maximum permissible duration and scope. In any event, such declaration shall not effect the remaining provisions and the Agreement shall be enforced as modified, as if such invalid clause had not been included.

VIII. AGREEMENT ACCEPTANCE

This Agreement, when signed and accepted by each Party shall constitute exclusively and entirely the Agreement between the parties, and all prior representations or agreements, whether written or verbal, not incorporated herein, are superseded. No changes or additions to this Agreement will be recognized unless made in writing and properly executed by each Party.

IX. SIGNATORY

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute the Agreement either as an officer or an authorized representative.

Doctors Hospital at Renaissance, Ltd.

City of Pharr

By: _____

By: _____

Printed Name: Susan Turley

Printed Name: _____

Title: PRESIDENT

Title: _____

Date: 12/5/2018

Date: _____

Co-signatures:

M. L. Linder T. L. Linder AL

Reviewed by
Legal Dept.:

Rachel D. L.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: December 13, 2018

MEETING DATE: December 17, 2018

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Carollo Engineers, Inc. for Professional Engineering Services related to the design of the Wastewater Treatment Plant Oxidation Ditch No. 2 and other items identified by TCEQ in need of repair. (PROJECT #1819-60-584-S010-001)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: On July 16, 2018 the City Commission authorized the City Manager to solicit a scope and fee proposal from Carollo Engineer's Inc. for the Wastewater Treatment Plant Oxidation Ditch No. 2 Rehabilitation. Subsequently, TCEQ performed an inspection of the Wastewater Treatment Plant and identified other items that need to be addressed.

Financial Consideration: Fee \$555,376.00

Staff Recommendation: Staff recommends approval authorizing the City Manager to negotiate and enter into a contract with Carollo Engineers Inc. for Professional Engineering Services related to the design of the Wastewater Treatment Plant Oxidation Ditch No. 2 and other items identified by TCEQ in need of repair.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Sandra Zamora
Karla Moya

Created/Initiated - 12/13/2018
Approved - 12/13/2018
Approved - 12/13/2018
Approved - 12/14/2018

Patricia Rigney
City Management Office

Approved - 12/14/2018
Final Approval - 12/14/2018

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS

§
§
§
§
§

CITY OF PHARR

COUNTY OF HIDALGO

This AGREEMENT is between **Carollo Engineers Inc.** (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 **WWTP Oxidation Ditch No. 2 & Electrical Improvements**, 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: **WWTP Oxidation Ditch No. 2 & Electrical Improvements**

Project Location: Pharr, Texas

Section 1

General Scope of Services and Project Description

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

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

Section 2

Representations and Warranties

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

Section 3

Engineer Insurance and Indemnification

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

(a) Type of policies and coverage.

- (1) *General Liability Coverage.* Engineer shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this AGREEMENT or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Engineer shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage.
- (3) *Workers' Compensation and Employer's Liability Coverage.* Engineer shall maintain workers' compensation insurance as required by the State of Texas and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Engineer in connection with the performance of services under this AGREEMENT.
- (4) *Professional Liability Coverage.* Engineer shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Engineer and/or any of Engineers agents,

employees, and personnel acting in furtherance of its services under this AGREEMENT.

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

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Engineer; products and completed operations of Engineer; premises owned, occupied or used by Engineer; or automobiles owned, leased, hired or borrowed by Engineer. The coverage shall contain no special limitations particular to the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project subject to Article 3.4 of this Agreement, Engineer's insurance coverage shall be primary insurance as respects the CLIENT, its officers, officials, employees, agents and volunteers. Any insurance maintained by CLIENT, its officials, employees, agents or volunteers shall be excess of Engineer's insurance and shall not contribute with it.
- (3) Any failure of ENGINEER to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CLIENT, its officers, officials, employees, or volunteers.
- (4) Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Engineer's insurance coverage required and set forth in this Section 3 shall be endorsed in such a manner so as to not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice of cancellation or non-renewal and ten (10) days' notice for non-payment of premium. Notice to the CLIENT must be made by certified mail, return receipt requested.
 - (a) Deductibles. Any deductibles must be declared to and approved by CLIENT. At CLIENT's option, Engineer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by CLIENT in writing.

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

3.2 The ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, officials, city engineers, directors, members, managers, employees, and CLIENT's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of ENGINEERS, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of delays of performance.

3.3 The ENGINEER agrees that it shall, at ENGINEER's sole expense, indemnify and hold harmless the CLIENT against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the indemnitor or indemnitor's agent, consultant under contract, or another entity over which the indemnitor exercises control. ENGINEER shall reimburse CLIENT reasonable attorney's fees.

Section 4

Termination

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

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

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

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

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

Section 5

Professional Services Fee

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

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **(\$555,376) Five Hundred and Fifty Five Thousand Three Hundred and Seventy Six Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this AGREEMENT shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

6.1 Reimbursable expenses shall be approved by CLIENT before charges are rendered. Reimbursable expenses are in addition to the Professional Services Fee and will be invoiced at their direct cost plus five percent (5%). Reimbursable expenses include Reproduction of Documents; any other disbursements and expenses made on behalf of the CLIENT; with the CLIENT's approval. A reimbursable expense does not include

postage, FedEx, UPS, DHL or any overnight delivery services. ENGINEER or ARCHITECT or any CONTRACTOR is not authorized to claim on behalf of service or goods providers or any sub-contractor liquidation or consolidation of claims for expenses and cost amounts that were invoiced and paid by CLIENT directly to ENGINEER, ARCHITECT or any CONTRACTOR.

6.2 The CLIENT or any duly authorized representative of the funding agency shall have access to any books, documents, papers and records of the ENGINEER which are directly pertinent to this project for the purpose of making audit, examination, excerpts, and transcriptions.

Section 7

Application for Payments (Invoices)

7.1 Payment in full of all invoices is due within thirty (30) business days after approval of CLIENT, only original invoices will be accepted, no faxes or copies of invoice(s) will be accepted for payments. If CLIENT objects to all or any portion of invoice(s), CLIENT shall notify ENGINEER, in writing, within 10 days of the nature of such objection and the amount in dispute. CLIENT shall pay when due the portion of the billing, if any, which is not in dispute. The ENGINEER and CLIENT will make every effort to settle the disputed invoice(s) through good faith negotiations.

Section 8

Qualifications on Obligation to Pay

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

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

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

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

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

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

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

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

Section 9

Final Payment

9.1 Final Payment After final completion of the work and acceptance thereof by CLIENT, ENGINEER shall submit a final invoice "Final Invoice" which shall set forth all amounts due and remaining unpaid to ENGINEER and upon approval thereof by CLIENT, CLIENT shall pay to ENGINEER the amount due "Final Payment" under such Final Invoice in accordance with Section 7 and 8.

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

Section 10

Ownership and Reuse of Documents

10.1 The CLIENT will be entitled to retain ownership of the Project Documents. The CLIENT will retain original documents (Plans and Specifications, drawing, designs, invoices, subcontractor invoices, hourly time sheets, sub-contracts, and survey notes) developed in connection with services performed, CLIENT shall have sole right to use such materials at its discretion without further compensation to ENGINEER or to any other party. The ENGINEER may retain reproducible copies of such documents. The CLIENT will require copies of all final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans. CLIENT hereby agrees, to the extent permitted by law, to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the CLIENT'S reuse of the project documents for any other project not related to this Project.

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

Section 11

Other Conditions or Services

11.1 Notwithstanding anything to the contrary contained in this AGREEMENT, CLIENT and ENGINEER agree and acknowledge that CLIENT is entering into this AGREEMENT in reliance on ENGINEER's experience and abilities with respect to performing the Services outlined in the Scope of Services. ENGINEER represents to CLIENT that ENGINEER will use its best efforts, skill judgment and abilities to manage the project and to further the interests of CLIENT in accordance with CLIENT's requirements and procedures, in accordance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances, orders, and with those of any other body having jurisdiction.

11.2 ENGINEER must perform its services (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality

and under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

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

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

11.6 Where a change order to the construction contract is caused by a design error or omission committed by ENGINEER and the cumulative cost of all such changes orders exceeds two percent (2%) of the original construction contract amount, ENGINEER shall be obligated to reimburse CLIENT for one hundred percent (100%) of such excess cost. The formula of such reimbursement is as follows: [Cost of Design Error or

Omission Change Orders] - [Original Construction Contract Amount x 0.02] = Required Reimbursement to CLIENT. ENGINEER shall not be required to reimburse CLIENT if cumulative cost of design error change order(s) does not exceed two percent of the original construction contract amount.

Section 12

Special Provisions

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

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

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

AGREED AS TO SUBSTANCE AND FORM

Carollo Engineers Inc.

ENGINEER

By: _____
Signature

ENGINEER

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

Alex Meade
City Manager
City of Pharr, Texas

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

CITY OF PHARR
Oxidation Ditch No.2 Rehabilitation Project
Design Engineering Services
Attachment 2
Fee Proposal

Task No.	Description	PP Hani Michel	Review Engineer	PM Sergio Espinoza	PE Leon Allen	Process Engineer	Instrumentation & Controls Engineer	Inspector	Supervisory CAD V	Support Staff	Total Hours (Carollo)	Cost (Carollo)	Half & Associates	Other Direct Costs		Total Cost per Task
100	Project Management and Meetings	13	0	63	10	0	0	0	0	8	94	\$ 19,849.78	\$ 6,300		\$ -	\$26,150
101	Project Management, Planning, and Reporting	4	0	15	5	0	0	0	0	4	28	\$ 5,770	\$ -			
102	Project Coordination Meetings (10 meetings)	5	0	40	5	0	0	0	0	2	52	\$ 11,127	\$ 6,300			
103	Schedule Preparation and Updates	4	0	8	0	0	0	0	0	2	14	\$ 2,953	\$ -			
200	Quality Management	8	80	0	0	0	64	0	0	0	152	\$ 35,786.48	\$ -		\$ -	\$35,786
201	Oxidation Ditch No.2 Preliminary Design Submittal Reviews	4	50	0	0	0	24	0	0	0	78	\$ 18,972.14	\$ -			
202	Intermediate 90% Design Submittal Reviews	4	30	0	0	0	40	0	0	0	74	\$ 16,814.34	\$ -			
300	Background Information Compilation	0	0	8	2	4	32	0	0	0	46	\$ 9,146.36	\$ 19,950		\$ 2,600	\$31,696
301	Site Inspection	0	0	4	0	2	32	0	0	0	38	\$ 7,465.70	\$ 11,550		\$ 2,600	
	Verify electrical loads and electrical equipment connected to MCC	0	0	0	0	0	12	0	0	0	12	\$ 2,343.00	\$ 2,625	Travel	\$ -	
	Verify equipment connected to the MCC	0	0	0	0	0	8	0	0	0	8	\$ 1,562.00	\$ 4,200		\$ 2,600	
	Review existing feeders and connections to the MCC	0	0	4	0	2	0	0	0	0	6	\$ 1,217.70	\$ 4,725			
302	Topographical Survey for Proposed Blower Pad and new MCC areas	0	0	4	2	2	0	0	0	0	8	\$ 1,680.66	\$ 8,400			
400	Hydraulic and Process Modeling	0	0	8	8	32	0	0	8	0	56	\$ 10,854	\$ -		\$ -	\$10,854
401	Collect and Review Historical Plant Data	0	0	4	4	8	0	0	0	0	16	\$ 3,267	\$ -			
402	Hydraulic Profile	0	0	2	2	8	0	0	8	0	20	\$ 3,708	\$ -			
403	Process Model	0	0	2	2	16	0	0	0	0	20	\$ 3,880	\$ -			
500	Contract Documents	32	0	144	78	220	358	0	344	46	1222	\$ 229,397	\$ 71,925		\$ -	\$301,322
501	Basis of Design Memo	2	0	24	8	40	18	0	24	16	132	\$ 23,907	\$ 1,575			
502	Drawings	16	0	64	30	120	180	0	320	16	746	\$ 136,877	\$ 54,075			
	MCC Replacement and Schematics	0	0	0	0	0	40	0	0	0	40	\$ 7,810	\$ 24,150			
	Grit Removal System Replacement and Screenings Grinder Demo	0	0	0	0	0	32	0	0	0	32	\$ 6,248	\$ 5,250			
	Splash Roofs at Oxidation Ditch No.1 and Demo for Roofs at No.2	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -			
	Wiring from Electrical Building to MCC and Feeder replacement into UV	0	0	0	0	0	24	0	0	0	24	\$ 4,686	\$ 8,925			
	Oxidation Ditch No.2 Improvements	8	0	32	10	80	60	0	150	8	348	\$ 63,510	\$ 15,750			
	SCADA for Oxidation Ditch No.2 Improvements and Headworks Grit Removal System	8	0	32	20	40	24	0	170	8	302	\$ 54,623	\$ -			
503	Specifications	12	0	48	36	48	160	0	0	14	318	\$ 63,214	\$ 15,120			
	30% Submittal	4	0	16	8	16	30	0	0	4	78	\$ 15,528	\$ 5,775			
	60% Submittal	2	0	12	8	12	48	0	0	4	86	\$ 16,910	\$ 3,360			
	90% Submittal	2	0	12	16	12	62	0	0	4	108	\$ 21,495	\$ 3,360			
	100% Submittal	4	0	8	4	8	20	0	0	2	46	\$ 9,281	\$ 2,625			
504	Construction Cost Estimates	2	0	8	4	12	0	0	0	0	26	\$ 5,400	\$ 1,155			
600	Bid Phase Services	3	0	13	2	14	16	0	0	0	48	\$ 9,760	\$ 1,575		\$ -	\$11,335
601	Assist with advertising for bids	3	0	13	2	14	16	0	0	0	48	\$ 9,760	\$ 1,575			
	Bid Period Questions	1	0	4	1	6	8	0	0	0	20	\$ 4,030	\$ 735			
	Addenda	1	0	4	1	6	8	0	0	0	20	\$ 4,030	\$ 420			
	Pre-Bid Conference	0	0	4	0	0	0	0	0	0	4	\$ 843	\$ 420			
	Evaluation of Bids	1	0	1	0	2	0	0	0	0	4	\$ 856	\$ -			
700	Services During Construction	37	0	129	69	172	170	0	0	68	645	\$ 124,832	\$ 10,500		\$ 2,900	\$138,232
701	Prepare Conformed Documents	2	0	8	8	8	18	0	0	20	64	\$ 10,935	\$ 1,260	Printing	\$ 400	
702	Preconstruction Conference	1	0	1	1	0	0	0	0	0	3	\$ 713	\$ 210			
703	Field Inspector for Specialty Inspection Only	0	0	8	8	40	20	0	0	0	76	\$ 14,931	\$ -			
704	RFIs (60 total)	8	0	20	10	8	24	0	0	0	70	\$ 14,878	\$ 525			
705	Submittal Review (50 submittals, including resubmittals)	4	0	30	10	10	50	0	0	0	104	\$ 21,356	\$ 1,260			
706	Project Meetings	6	0	10	10	10	0	0	0	0	36	\$ 7,917	\$ 1,050			
707	Contractor Payment Review	2	0	8	6	10	0	0	0	0	26	\$ 5,488	\$ -			
708	Change Orders (up to 4)	4	0	8	4	2	0	0	0	0	18	\$ 4,069	\$ 945			
709	Start-up Assistance	0	0	8	4	16	24	0	0	0	52	\$ 10,294	\$ 2,100			
710	Close-out	4	0	4	2	8	0	0	0	8	26	\$ 4,623	\$ 2,100	Travel	\$ 2,500	
711	Record Drawings	4	0	8	4	8	12	0	0	16	52	\$ 9,009	\$ 1,050			
712	Web-based Project Document Management System	2	0	2	0	4	0	0	0	24	32	\$ 3,923	\$ -			
713	Warranty Assistance	0	0	4	0	8	4	0	0	0	16	\$ 3,122	\$ -			
714	O&M Manual	0	0	10	2	40	18	0	0	0	70	\$ 13,573	\$ -			
TOTAL DESIGN AND EDSC HRS		93	80	365	169	442	640	0	352	122	2,263					
TOTAL DESIGN AND ESDC COST		\$ 25,148	\$ 21,127	\$ 76,953	\$ 39,120	\$ 82,738	\$ 124,960	\$ -	\$ 58,333	\$ 11,245		\$ 439,620	\$ 110,250		\$ 5,500	\$555,376



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: December 5, 2018

MEETING DATE: December 17, 2018

FROM: Jose Pena, IT Director

DEPARTMENT: Bridge

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on agreement for Pharr International Bridge Surveillance Project.

Classification: Closed Session

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

Exclude Material from Public Packet? Yes

Reason: Discussion with elected officials about agreement details.

Issue: Due to awarded company being taken over by new management, we would like to discuss if alternatives should be considered for finishing job now that equipment has been received.

Financial Consideration:

Staff Recommendation:

Alternatives: Consider hiring another security company to finish installation for this project.

ROUTING:

Jose Pena
Luis Bazan
Patricia Rigney
Sandra Zamora
Karla Moya
City Management Office

Created/Initiated - 12/05/2018
Approved - 12/06/2018
Approved - 12/06/2018
Approved - 12/06/2018
Approved - 12/07/2018
Final Approval - 12/13/2018