



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, MARCH 4, 2019**

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. PROCLAMATIONS:

A) Proclamation proclaiming IHOP's Free Pancake Day and Shriners Hospitals for Children Day. (ADMINISTRATION)

3. 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.*

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

A) City Events of Interest.

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

A) Consideration and action on request from ARISE for police assistance during their International Women's Day on Friday, March 8, 2019. (POLICE)

B) Consideration and action on Development Services Cases:

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

2. Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6615 South Jackson Road. **CUP#180208**

3. Trinidad Rocha, d/b/a Mariscos El Capitan, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 210, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6619 South Jackson Road. **CUP#190210**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance renaming public roadway from Rancho Blanco Road to Javalina Drive. **(1st Reading)**
(DEVELOPMENT SERVICES)

B) Consideration and action, if any, on Resolution authorizing emergency hiring in the Communications Department. (HR)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on Change Order No.1 for the Moore Rd. 24" Sanitary Sewer Improvements Emergency Project (#1819-61-587-C003-001). (ENGINEERING)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on agreement between Pharr Police Department and Behavioral Health Solutions for services. (POLICE)

B) Consideration and action, if any, authorizing City Manager to enter into a contract with Melden & Hunt for Professional Engineering Services for the 12in Waterline along Hi-Line Rd. from Cage Blvd. to Monarch Business Park. (ENGINEERING)

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

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

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

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

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

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

AGENDA REGULAR MEETING

March 4, 2019

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

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

11. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 1st day of March 2019 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 1st day of March 2019.




HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, Shriners Hospital for Children is a national non-profit organization committed to giving children the opportunity to live a more normal life; and

WHEREAS, Shriners Hospitals for Children gives children the opportunity to receive treatment for orthopedic problems, severe burns and spinal cord injuries and provides them with a head start in developing a normal life, regardless of the patient's ability to pay, that is essential to becoming successful and contributing adults; and

WHEREAS, on March 12, 2019, Shriners Hospitals for Children and IHOP, will join together to encourage people to donate to Shriners Hospitals for Children activities in our city.

Now THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim March 12, 2019 as:

“IHOP’s Free Pancake Day and Shriners Hospitals for Children Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 4th day of March 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: February 20, 2019

MEETING DATE: March 4, 2019

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 - 02/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: February 20, 2019

MEETING DATE: March 4, 2019

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 - 02/20/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: February 26, 2019

MEETING DATE: March 4, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR:

Agenda Item: Consideration and action on request from ARISE for police assistance during their International Women's Day on Friday, March 8, 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: ARISE and Pharr Police Department

What: ARISE is requesting police escort for the march in celebration of International Women's Day.

When: March 8, 2019 @ 9:00 A.M.

Where: The march will start at 8001 S. Cage Blvd (St. Francis Xavier Cabrini Church) and travel north bound ending at 125 E. Denny Dr., Pharr, TX.

Why: Provide safety and security for all participants.

Financial Consideration: No fiscal consideration at this time.

Staff Recommendation: I recommend approval.

Alternatives: The alternative is to not approve the request.

ROUTING:

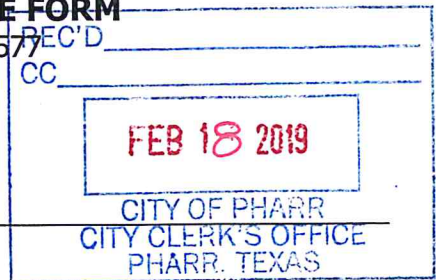
Jose Luengo
City Management Office

Created/Initiated - 02/26/2019
Final Approval - 02/28/2019



CITY OF PHARR
PARADES, PROCESSIONS AND STREET CLOSURE FORM

P.O. Box 1729 * 118 S. Cage Blvd. * Pharr, Texas 78577
 Fax 956-702-5313



Date of Event: Marzo 8, 2019

Type of Event: ☐ Parade ☐ Walk-A-Thon ☐ Other Marcha

NAME OF CONTACT PERSON: Petra Hernandez

ORGANIZATION (IF APPLICABLE): ARISE Las Milpas

ADDRESS: 125 E. Denny Dr. CITY: Pharr TX ZIP CODE: 78577

PHONE NO.: (956) 783-9293

CELLULAR PHONE: 956-569-1484

FAX NO.: (956) 783-9293

956-329-4356
 E-MAIL: arise1asmilpas@gmail.com

PURPOSE AND DESCRIPTION OF EVENT:

Celebrating International Women's Day

START TIME: 9:00Am

END TIME: 10:00Am

ROUTE TO BE TRAVELED OR UTILIZED (Attach Site & Traffic Plan)

Starting Location: Iglesia Francisca Xavier Cabrini

Ending Location: ARISE LAS MILPAS 125 E. Denny Dr. Pharr

Will event occupy all or only a portion of the width of the street? Only a portion

Is the event insured? ☒ Yes ☐ No Brothers of the

If yes, Insurance Company Information Christian School & affiliates Contact #: 800-807-0300

Applicant Signature: [Signature]

FOR CITY USE ONLY:

Date Received: _____

REC'D 2-18-19

City Commission: [Signature]

APPROVED _____

DENIED _____

FEB 18 2019

CITY OF PHARR
 City Manager's signature
 ADMINISTRATION
 PHARR, TEXAS

Date _____

801 South Ave.
1951
Feb 1971



1001

Dicker

1001

ARISE

125 Deany Dr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Artex Risk Solutions, Inc. (CB) 2850 Golf Road, 5th Floor Rolling Meadows IL 60008-4050	CONTACT NAME: Christian Brothers Services
	PHONE (A/C, No, Ext): 800-807-0300 FAX (A/C, No): 630-378-2508
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Pennsylvania Manufacturers Assoc Ins Co
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2061420528 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N		6/15/2018	6/15/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Only the General Liability coverage will apply on a Primary and Non-Contributory basis (per attached endorsement) if required by fully executed written contract. Certificate Holder is added as an Additional Insured (per the attached endorsement) for General Liability coverage solely, strictly, and specifically with regards to:

a grant application for ARISE

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: February 28, 2019

MEETING DATE: March 4, 2019

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 - 02/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.1.

DATE SUBMITTED: February 25, 2019

MEETING DATE: March 4, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

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

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

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

Financial Consideration: N/A

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

Alternatives: N.A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 02/25/2019
Approved - 02/26/2019
Approved - 02/26/2019
Final Approval - 02/26/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade

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

March 4, 2019

Executive Summary Letter

Conditional Use Permit **Renewal** for ABC –

Pappadeaux Seafood Kitchen

Background:

Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Pappadeaux Seafood Kitchen.

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

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\RNWL_PAPPAS RESTAURANTS, INC dba PAPPADEAUX SEAFOOD KITCHEN_2010

Telephone (956) 402-4100 | Fax (956) 702-5313 | P.O. Box 1729 | 118 S. Cage Blvd. | Pharr, Texas 78577

www.pharr-tx.gov



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 4, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

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

GENERAL INFORMATION:

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

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

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

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

COMMENTS:

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

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

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

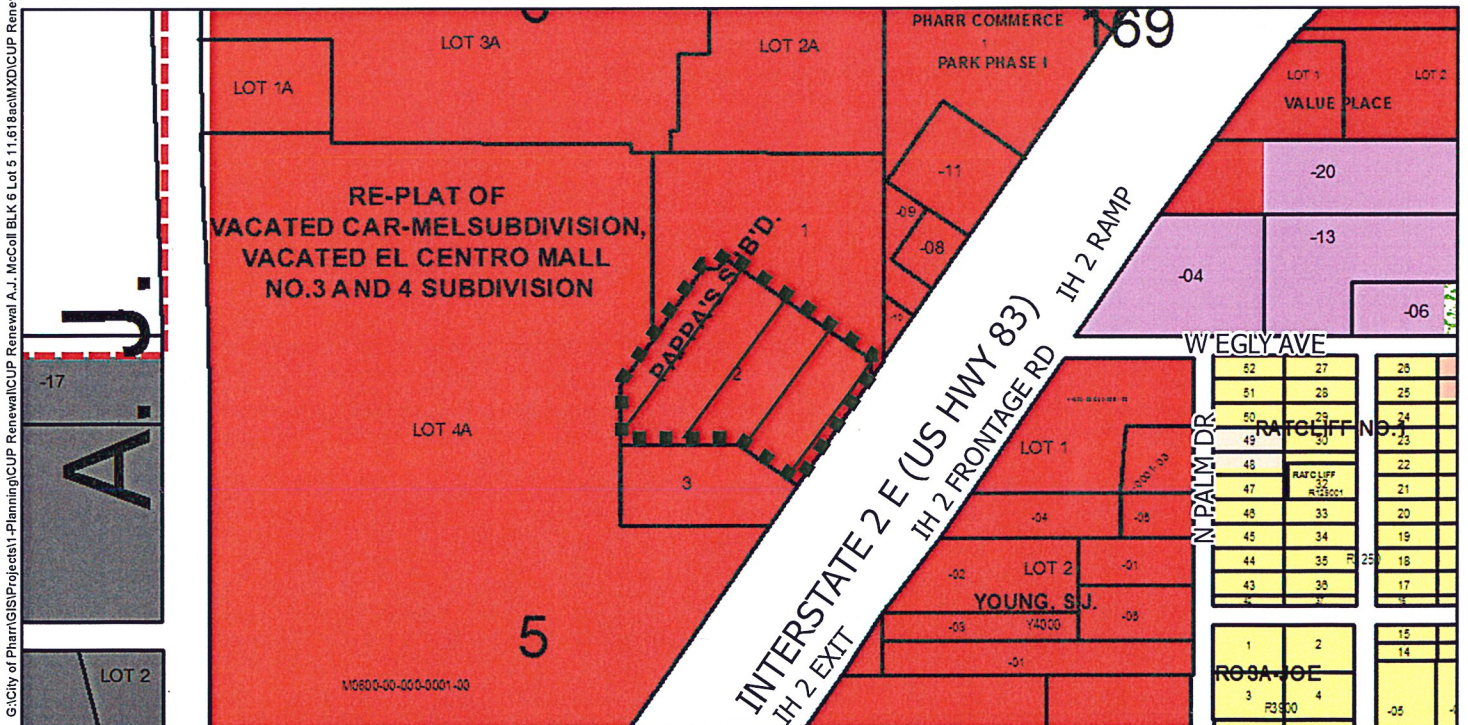
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

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

Conditional Use Permit Renewal
Pappas Subdivision Lot 2
Pappadeaux Seafood Kitchen



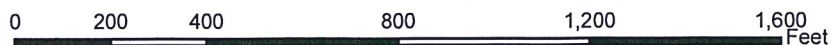
Pharr
Engineering



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

Scale: 1 inch = 400 feet

City of Pharr, Texas
Engineering Department
956.702.5355



Date: 2/18/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.2.

DATE SUBMITTED: February 25, 2019

MEETING DATE: March 4, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6615 South Jackson Road. **CUP#180208**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#180208**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 02/25/2019
Approved - 02/26/2019
Approved - 02/26/2019
Final Approval - 02/26/2019



Pharr



MAYOR Ambrosio Hernández, MD | CITY MANAGER Alex Meade
COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Mario Bracamontes

Executive Summary Letter

March 4, 2019

Conditional Use Permit **Renewal** for ABC –

Taqueria Borrego Pinto

Background:

Taqueria Borrego Pinto is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 1st renewal for Taqueria Borrego Pinto.

The property is located at 6615 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P P:\Admin\CUPs\ABC-Gabriela's Heavenly Wings _2017



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, MARCH 4, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#180208 (TAQUERIA BORREGO PINTO)

GENERAL INFORMATION:

APPLICANT: Taqueria Borrego Pinto is requesting for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 212, Valle De La Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6615 South Jackson Road.

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

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

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

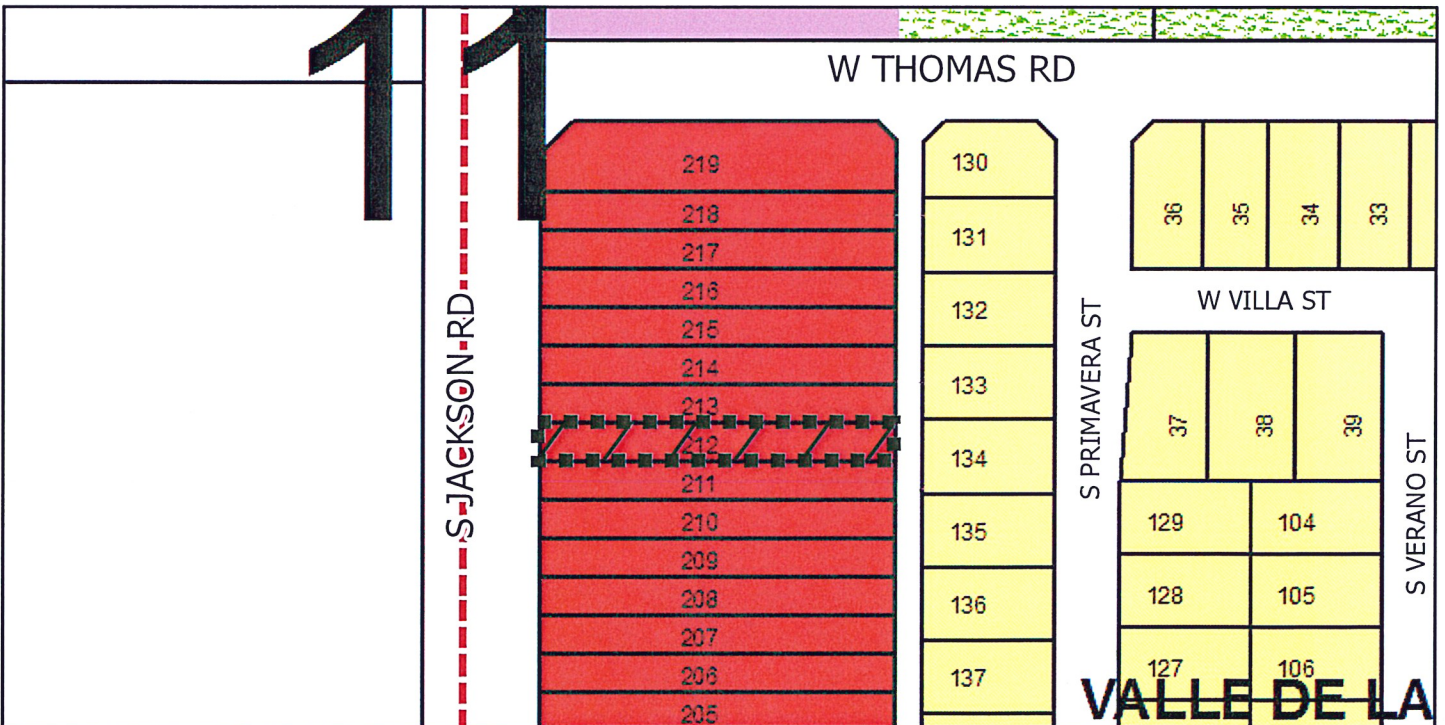
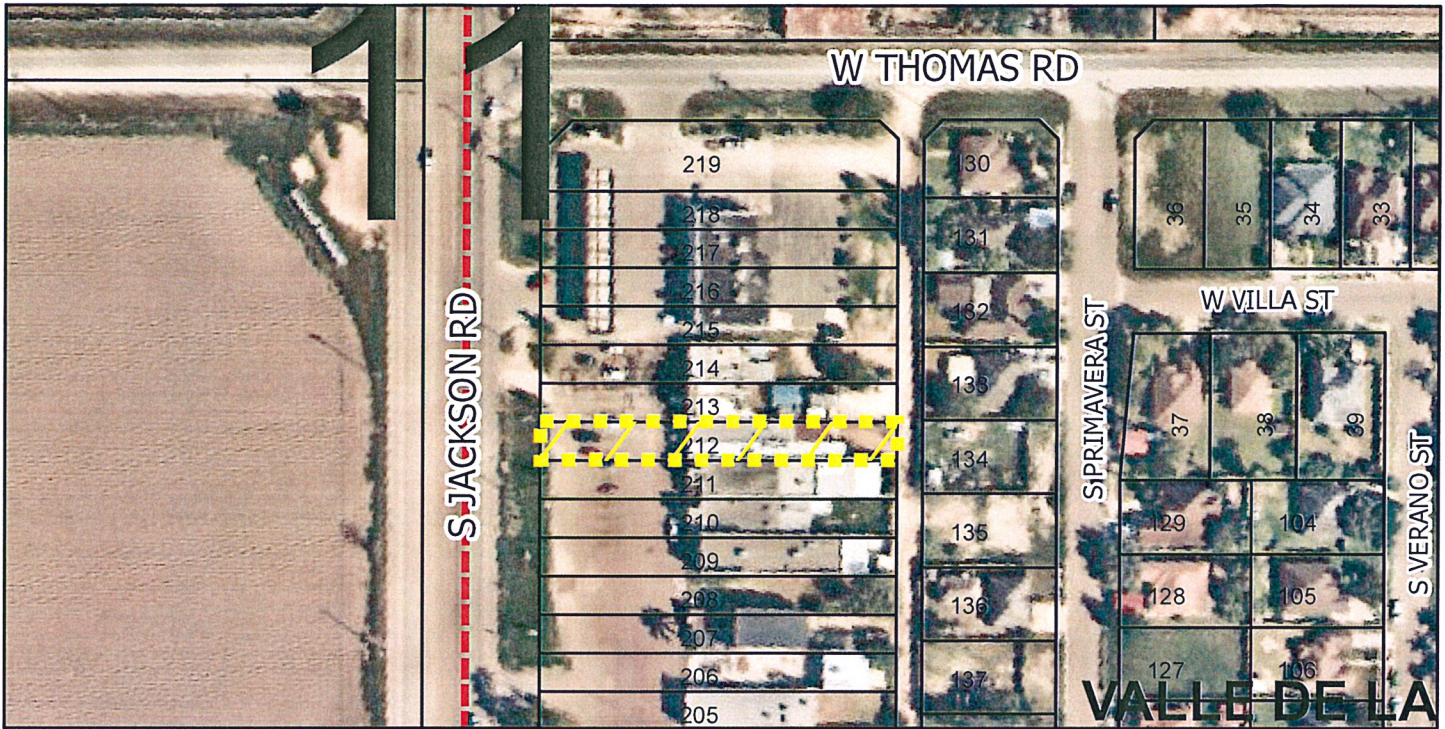
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

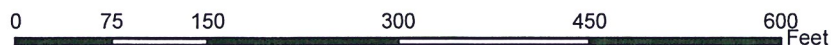
**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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



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

Scale: 1 inch = 150 feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.3.

DATE SUBMITTED: February 26, 2019

MEETING DATE: March 4, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Trinidad Rocha, d/b/a Mariscos El Capitan, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being Lot 210, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 6619 South Jackson Road. **CUP#190210**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Trinidad Rocha, d/b/a Mariscos El Capitan, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).
CUP#190210

Financial Consideration: N/A

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

The Planning and Zoning Commission carried the motion unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.

Alternatives: N/A

ROUTING:

Angie Resio

Roland Gomez

Melanie Cano

City Management Office

Created/Initiated - 02/26/2019

Approved - 02/26/2019

Approved - 02/26/2019

Final Approval - 02/26/2019



MEMORANDUM

DATE: MONDAY, MARCH 4, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, INTERIM DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT & LATE HOURS PERMIT FOR ABC FILE NO. CUP#190210 (MARISCOS EL CAPITAN)

GENERAL INFORMATION:

APPLICANT: Trinidad Rocha, d/b/a Mariscos El Capitan, has filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being Lot 210, Valle de la Primavera Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 6619 South Jackson Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the north and south, Single-Family Residential District (R-1) to the east and city limits 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: Recommends approval of The Conditional Use Permit

CODE COMPLIANCE DIVISION: Pending Inspection for the Conditional Use Permit

HEALTH DIVISION:

Pending Inspection for the Conditional Use Permit

PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Thirty-two (32) surrounding property owners were notified of the request by letter and a legal notice was published in The Monitor. Staff received no response to the letters or the legal notice.

**DEVELOPMENT
SERVICES STAFF
RECOMMENDATIONS:**

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

**PLANNING & ZONING
COMMISSION:**

The Planning and Zoning Commission carried the motion unanimously to approve the request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C-2) subject to site being in compliance with all City Ordinances and City Departments requirements.



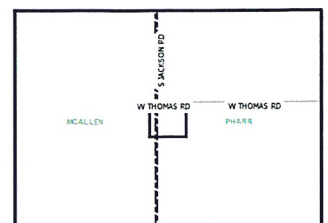
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- Mobile Home

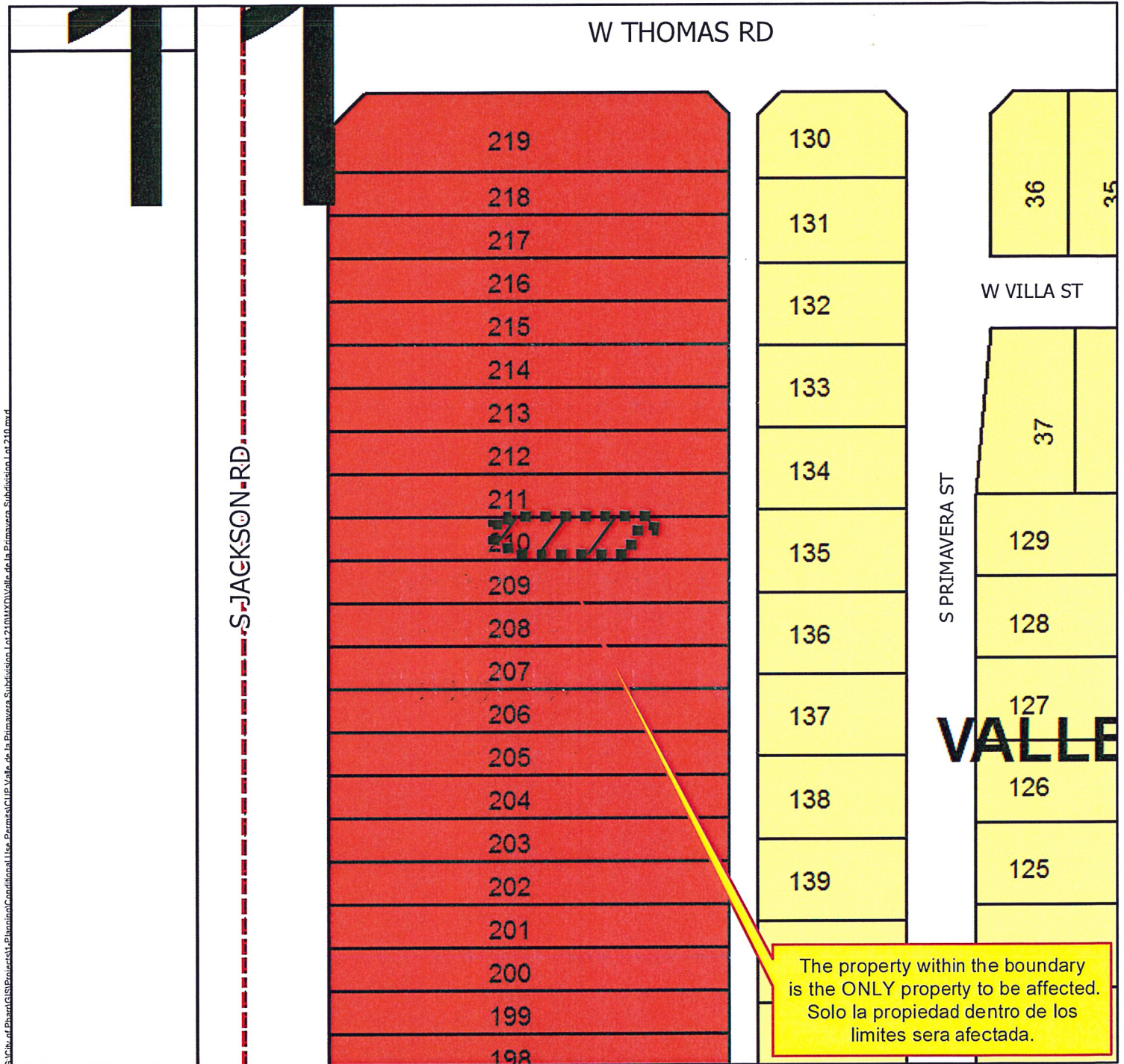
- Townhouse
- HUD Code
- Rail Road R.O.W.
- Government Owned
- General Business
- Business District
- Drainage Easement

- 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.





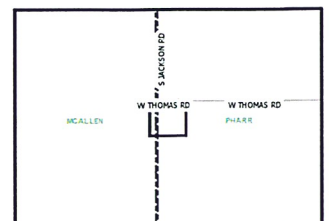
- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Two Family
- Medium Density Multi-Family
- High Density Multi-Family
- Mobile Home

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

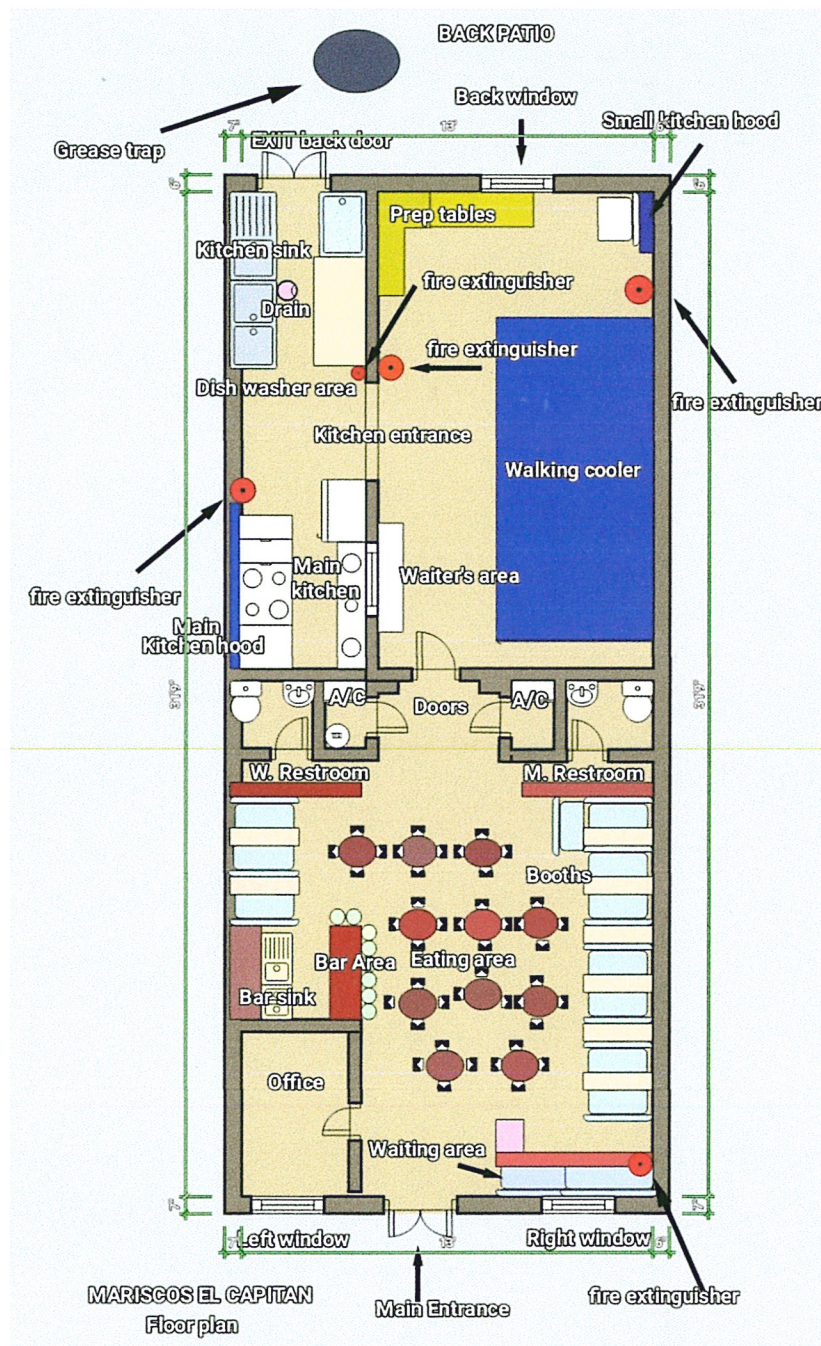
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD

- 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.



Thomas Road



S Jackson





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 1, 2019

MEETING DATE: March 4, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance renaming public roadway from Rancho Blanco Road to Javalina Drive. **(1st Reading)**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City Commission of the City of Pharr has determined that it is in the public interest that the City change the street name of Rancho Blanco Road to Javalina Drive.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Angie Resio
Roland Gomez
City Management Office

Created/Initiated - 03/01/2019
Approved - 03/01/2019
Final Approval - 03/01/2019

ORDINANCE NO. O-2019-_____

AN ORDINANCE DESIGNATING, RENAMING, A PUBLIC ROADWAY: RANCHO BLANCO ROAD TO JAVALINA DRIVE AND PROVIDING FOR A SEVERABILITY CLAUSE; CUMULATIVE CLAUSE; EFFECTIVE DATE

WHEREAS, the City Commission of the City of Pharr, in accordance with its powers and the authorizations granted to it by state law and ordinance, seeks to designate a public roadway within its' territorial city limits as indicated herein;

WHEREAS, Section 251.013 of the Texas Transportation Code establishes that the authority of a county to name any public roadway within its' territorial county limits is subject to municipal ordinance;

WHEREAS, Section 1-8(5) of the Pharr Code of Ordinances authorizes the City of Pharr to name public streets within its' territorial city limits.

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

SECTION 1: Public roadway name designation. As indicated herein, as of the effective date of this ordinance, Rancho Blanco Road shall now be known, renamed and referred to as: Javalina Drive (see Exhibit A).

SECTION 2: Cumulative Clause. This ordinance shall be cumulative of all other ordinances dealing with the same subject and other ordinances in direct conflict with this ordinance is herewith repealed and this ordinance shall supersede and provisions in conflict herewith, all other provisions of the above described ordinance shall remain in full force and effect.

SECTION 3: Severability Clause. If any section, part of provisions of this ordinance is declared unconstitutional or invalid, such declaration shall not affect the validity of the remaining sections, parts or provisions of this ordinance.

SECTION 4: Effective Date. This ordinance shall take effect 30 days upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

**PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS
OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.**

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.**

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

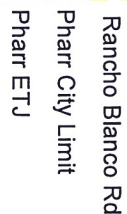
**PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2019.**

CITY OF PHARR

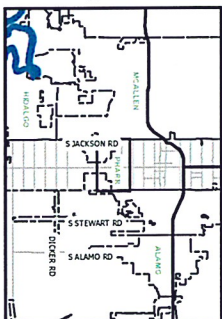
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



Date: 3/1/2019





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: February 28, 2019

MEETING DATE: March 4, 2019

FROM: Beatriz Fuentes, HR Coordinator

DEPARTMENT: HR

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution authorizing emergency hiring in the Communications Department.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The Communications Department requires staffing 24/7 and is currently under staff by 4 employees. It would pose a threat and danger to the safety and well-being of the citizens of Pharr if the Communications Department continued in operation without being able to employ sufficient personnel.

Financial Consideration: N/A

Staff Recommendation: Consideration and Action if any on resolution authorizing emergency hiring in the Communications Department.

Alternatives: N/A

ROUTING:

Beatriz Fuentes

Anali Alanis

Patricia Rigney

City Management Office

Created/Initiated - 02/28/2019

Approved - 02/28/2019

Approved - 03/01/2019

Final Approval - 03/01/2019

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

RESOLUTION

NO. R-2019-____

**DECLARING AN EMERGENCY TO EMPLOY
TELE-COMMUNICATIONS OFFICERS**

WHEREAS, the City Charter prohibits increasing the personnel or payroll for any department of the city within sixty days before an election of Commissioners unless it be necessary to provide for an emergency first formally declared by resolution of the Board of Commissioners; and

WHEREAS, the City normally hires Tele-Communication Officers for dispatching Police and Fire emergency calls. These positions are essential for the safety and orderly operation of the Police Department, Fire Department and Community.

WHEREAS, the Communication Department requires staffing 24/7; and

WHEREAS, it would pose a threat and danger to the safety and well-being of the citizens of Pharr if the Communications Department were in operation without sufficient personnel;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, that declares that an emergency exists in the Communications Department for the well-being of the citizens; The Communications Department is therefore authorized to fill four (4) budgeted Tele-Communication Officer vacancies.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th day of March 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ,
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: February 26, 2019

MEETING DATE: March 4, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, on Change Order No.1 for the Moore Rd. 24" Sanitary Sewer Improvements Emergency Project (#1819-61-587-C003-001).

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Due to a storm manhole conflict the proposed sanitary sewer line needed to be lowered approximately 4.5 ft from the original design. This Increase the depth of the proposed sewer line throughout the project and increased the dewatering efforts for the contractor. Adjustments were unforeseen since the storm manhole was not shown on any as-built plans and is within state Right of way and therefore was part of the state infrastructure.

Financial Consideration:

Original Contract \$799,288.00

Change Order No. 1 \$199,556.00 (Increase 24.96%)

Revised Contract Amount \$998,844.00

Staff Recommendation: Staff recommends approval of Change Order No. 1 submitted by Saenz Brothers Construction increasing the contract amount by \$199,556.00.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 02/26/2019

Omar Anzaldua

Approved - 02/28/2019

Patricia Rigney

Approved - 02/28/2019

Sandra Zamora

Approved - 02/28/2019

Karla Moya

Approved - 03/01/2019

City Management Office

Final Approval - 03/01/2019



CHANGE ORDER

Contractor: Saenz Brothers Construction

Change Order No.: 1

Project: Moore Rd. 24" Sanitary Sewer Improvements

Date: 2/25/2019

Project # 1819-61-587-C003-001

Notice to Proceed Date: 31-Oct-18

Change Order Amount: \$ 199,556.00

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

Lower the line by approximately 4.5-ft

Reason for Change Order:

Due to a storm sewer conflict on US. 281, the sewer line needed to be lowered by approximately 4.5-ft

	Contract Price	Contract Time(Calendar Days)
Original Contract:	\$ 799,288.00	Original Completion Date: 30-Dec-18
Previous Change Order: (+/-)	\$ -	Additional Days: 180
This Change Order: (+/-)	\$ 199,556.00	Revised Completion Date: 28-Jun-19
Revised Contract Amount:	\$ 998,844.00	

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

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

Accepted:

<u>Saenz Brothers Construction</u>	<u>Authorized Signature</u>	<u>Date</u>
------------------------------------	-----------------------------	-------------

Recommended:

<u>Project Engineer</u>	<u>Authorized Signature</u>	<u>Date</u>
-------------------------	-----------------------------	-------------

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

Approved:

<u>Ed Wylie</u>	<u>Authorized Signature</u>	<u>Date</u>
<u>Deputy City Manager</u>		



SAENZ BROTHERS CONSTRUCTION

3226 N Victoria Rd Donna, TX 78537

Phone (956) 464-3400 Fax (956) 464-3401

saenzbrothers@yahoo.com

fsaenz@saenzbrothers.com

Change Order 1

Project: Moore Rd Emergency Project	Date: 2/6/2019
Owner: City Of Pharr	Engineer: Omar Anzaldúa

We are pleased to submit these prices for your consideration.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
ADDITIONS					
1	24 INCH SANITARY SEWER PVC PIPE	LF	2644	\$ 234.00	\$ 618,696.00
	Note: The price increase on the pipe is due to extra depth and the use of more gravel for ground stabilization.				
2	60 INCH SANITARY SEWER MANHOLE	EA	8	\$ 14,500.00	\$ 116,000.00
3	BY-PASS PUMPING	EA	1	\$ 34,500.00	\$ 34,500.00
TOTAL ADDITIONS:				\$	769,196.00
DEDUCTIONS					
1	24 INCH SANITARY SEWER PVC PIPE	LF	-2644	\$ 185.00	\$ (489,140.00)
2	60 INCH SANITARY SEWER MANHOLE	EA	-7	\$ 11,500.00	\$ (80,500.00)
				\$	(569,640.00)
	TO INCLUDE AN ADDITIONAL	DAYS	180		

TOTAL CHANGE ORDER:	\$ 199,556.00
---------------------	---------------

ORIGINAL CONTRACT AMOUNT:	\$ 799,288.00
---------------------------	---------------

CONTRACT AMOUNT WITH CHANGE ORDER:	\$ 998,844.00
------------------------------------	---------------



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: February 25, 2019

MEETING DATE: March 4, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on agreement between Pharr Police Department and Behavioral Health Solutions for services.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and Behavioral Health Solutions of South Texas

What: Behavioral Health Solutions of South Texas (BHSST) is a non-profit organization providing substance abuse prevention, intervention, and treatment services. BHSST and the Pharr Police Department wish to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco, and other drug use and behavioral health issues.

When: The agreement will be in effect from September 1, 2018 through August 31, 2019 and renewed annually. The agreement can be terminated without cause by giving written notice.

Where: Pharr, TX

Why: The collaboration will allow the opportunity to educate the community and contribute to their reduction of substance use and abuse.

Financial Consideration: No fiscal considerations at this time.

Staff Recommendation: I recommend approval.

Alternatives: the alternative is to not approve the agreement.

ROUTING:

Jose Luengo

Patricia Rigney

City Management Office

Created/Initiated - 02/25/2019

Approved - 02/27/2019

Final Approval - 02/27/2019



Behavioral Health Solutions

a nonprofit center for Integrated Prevention, Intervention, Treatment, Recovery & Research

Beverly E. Skloss, RN, MSN, Board President
Jose G. Gonzalez, LCSW, Chief Executive Officer
Primarily Funded by: HHSC & SAMHSA

5510 N. Cage Blvd. • Ste. A, C, E, N & R • Pharr, TX 78577
Phone: (956) 787-7111 • Fax: (956) 781-2233
www.bhsst.org

Community Agreement

(Non-Financial)

Behavioral Health Solutions of South Texas (BHSST) is a non-profit organization providing substance abuse prevention, intervention, and treatment services. BHSST and Pharr Police Department agree to collaborate in an effort to increase the effectiveness and visibility of prevention efforts focusing on alcohol, tobacco and other drug use and behavioral health issues as well as educate communities and contribute to the reduction of substance use and abuse among youth and adults.

Our commitment to this collaboration will consist of the following:

1. The Prevention Specialist will coordinate services with the designated agency personnel. Services will be rendered according to the agreed upon schedule and referral protocol.
2. Pharr Police Department understands this agreement to be inclusive of services to BHSST Youth Prevention programs. Youth Prevention programs include Youth Prevention Selective – *Project Towards No Drug Abuse* (YPS TND), Youth Prevention Indicated (YPI), Youth Prevention Selective – Positive Action (YPS PA), and Youth Prevention Universal (YPU). Services include:
 - Dissemination of information related to alcohol, tobacco, and other drug use/abuse/addiction, and individual/family/community impact.
 - Presentations, alternative activities and participation in health fairs and/or any community events presenting opportunities for ATOD prevention for youth and adults incorporating information and skills related to deterring alcohol, tobacco, and other drug use/abuse/addiction
 - YP program staff will refer participants and/or family members identified as having individual need(s) for information and resources provided by Pharr Police Department.
3. BHSST understands this agreement to be inclusive of services and referrals to the following program: Pharr Police Department
4. BHSST understands the eligibility to access Pharr Police Department services to be the following:
 - No eligibility requirements.
 - For information or appointment - participant will Contact Pharr Police Department at (956) 402-4700 go to 1900 S. Cage Blvd Pharr, Texas 78577.
5. All referrals to the Prevention Specialists will be attained through the Pharr Police Department representative. At no time will the Prevention Specialist solicit participants for the program.

6. Pharr Police Department understands the eligibility criteria to access BHSST services to be the following:
 - For presentations, alternative activities, or ATOD information – requests for services for youth and adults are available with a minimum of 5 days’ notice preferred.
 - Confirmation of total participants and participants residing in a “Colonia” upon service completion will be needed.
7. BHSST and Pharr Police Department will cooperate fully to make it possible for individuals to access Pharr Police Department and BHSST Youth Prevention Program services.
Cooperative efforts include:
 - Notification of local events such as health fairs, conferences, and/or celebrations that relate to prevention.
 - Offer networking assistance to strengthen prevention efforts in our community.
 - Refer individuals and/or agencies to each other for presentations and/or applicable resources.
8. BHSST and Pharr Police Department will collaborate to ensure there is no duplication of services.
 - YP program staff will coordinate and sequence services with Pharr Police Department to avoid duplication of program services by:
 - i. Pharr Police Department agrees to request presentations and participation in health fairs and other events from BHSST that will not be duplicated services.
 - ii. BHSST will accommodate requests for presentations and participation in health fairs and other events by scheduling request with the YP program with staff available for the date/time requested. At no time will more than one type of YP program staff be scheduled to avoid duplicating services.
9. The Prevention Specialist will follow the BHSST policies and adhere to Pharr Police Department policies and procedures when conducting services at the Pharr Police Department.
10. Pharr Police Department will provide adequate space for the BHSST staff to complete and provide education, information and referral services to participants.
11. Pharr Police Department representatives and BHSST staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2) as well as State of Texas confidentiality rules.

12. Funding for BHSST services is provided by the Texas Health and Human Services Commission and no fees or cost will be incurred by Pharr Police Department in association with the Youth Prevention program services.
13. This collaborative agreement will in effect from September 1, 2018 through August 31, 2019 and reviewed annually. Additionally, either party may terminate without cause by giving the other party written notice of termination.

Jose Luengo
Chief of Police
Pharr Police Department

Date


Jose G. Gonzalez LCSW
Chief Executive Officer
Behavioral Health Solutions of South Texas

02/12/19
Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: February 26, 2019

MEETING DATE: March 4, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a contract with Melden & Hunt for Professional Engineering Services for the 12in Waterline along Hi-Line Rd. from Cage Blvd. to Monarch Business Park.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Staff is requesting authorization from City Commission approving the City Manager to enter into a contract for Professional Engineering Services with Melden & Hunt for Professional Engineering Services for the survey of the required easement and design of a 12 inch Waterline along Hi-Line Rd. from Cage Blvd. to Monarch Business Park in the amount of \$29,495 (Selected from rotation list Project #1718-01-528-S001-362)

Financial Consideration: Engineering Fee \$29,495

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Melden & Hunt from Edinburg, TX for Professional Engineering Services for the 12 inch Waterline along Hi-Line Rd. from Cage Blvd. to Monarch Business Park.

Alternatives: N/A

ROUTING:

Omar Anzaldua
Omar Anzaldua
Patricia Rigney

Created/Initiated - 02/26/2019
Approved - 02/26/2019
Approved - 02/27/2019

Sandra Zamora
Karla Moya
City Management Office

Approved - 02/28/2019
Approved - 03/01/2019
Final Approval - 03/01/2019

PROJECT AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THE STATE OF TEXAS §

CITY OF PHARR §

COUNTY OF HIDALGO §

This AGREEMENT is between **Melden & Hunt 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 12" Water Line from Cage Blvd to Monarch Business Park along Hi Line Road, hereinafter referred to as the Project.

Contract Number: _____

Date: February 15, 2019

CLIENT: City of Pharr, TX

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

Project: 12" Water Line from Cage Blvd to Monarch Bus. Park along Hi Line Road

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

This AGREEMENT is based on providing the following services for the Project as described in Attachment No.1 — Scope of Services. Should a conflict arise between the terms and conditions contained within this AGREEMENT and the Scope of Services, this AGREEMENT shall govern.

NOTICE: *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: (1) workmen's compensation insurance coverage, (2) employer's liability insurance, and (3) comprehensive general liability insurance, (4) Automobile liability Insurance, (5) Professional Liability Errors and Omission insurance. CLIENT will be named as an additional insured under the ENGINEER'S general liability policy and will be provided unconditional coverage with respect to ENGINEER's liabilities hereunder in insurance coverage as mentioned above and ENGINEER waives subrogation rights 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:

- (1) The CLIENT, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of 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 on the scope of protection afforded to CLIENT, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, 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 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 shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CLIENT.
 - (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 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.

3.4 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 automatically terminate at the completion of the project in accordance with the time schedule set forth in Attachment No. 1 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 to substantially 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 under anticipatory breach, prior to the filing of any cause of action by either party in any court of competent jurisdiction, the claiming party shall make an attempt to refer any dispute to mediation. Upon acceptance by the non-claiming party, the parties shall mutually appoint a qualified mediator and thereafter schedule and participate in mediation.

Section 5

Professional Services Fee

5.1 The fee for providing the Scope of Services as described in Attachment No. 1.

5.2 For all services to be performed by ENGINEER under this AGREEMENT, ENGINEER shall be paid the amounts set forth in Attachment No. 2 according to the completion of each task. In no event shall ENGINEER's total compensation exceed the sum of **Twenty Nine Thousand Four Hundred Ninety Five Dollars and No Cents** (\$29,495.00) 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; change provided however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this AGREEMENT;

8.4 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 acknowledge 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 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 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 any final electronic (DWF, AutoCAD and pdf format) drawings of the Final PROJECT Construction Plans.

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

11.5 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.

11.6 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. Venue shall be agreed to in Hidalgo County, Texas.

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

**AGREED AS TO SUBSTANCE AND FORM:
ENGINEER**

Fred L. Kurth, PE
President
Melden & Hunt Inc.

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

CITY OF PHARR

Alex Meade
City Manager
City of Pharr, Texas

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

**SCOPE OF SERVICES
FOR
THE CITY OF PHARR
HI LINE WATER LINE IMPROVEMENT PROJECT**

BACKGROUND. Melden & Hunt, Inc. has been engaged by the City of Pharr to provide design services for the 12" water line from Cage Boulevard to Monarch Business Park along Hi Line Road.

BASIC SERVICES

A. DESIGN SURVEY

- A.1 Perform design surveys as needed to develop topographical information necessary for the design of the proposed Road
- A.2 Establish Right-Of-Way Control for project limits.
- A.3 Establish benchmarks for construction phase
- A.4 Identify all visible utilities
- A.5 Perform a 100' x 100' grid within Right-Of-Way

B. FINAL DESIGN

The following scope of work defines the work tasks necessary for the ENGINEER to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated road improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for the first phase of work.

B.1 PREPARATION OF DRAWINGS

The ENGINEER shall prepare detailed Drawings for the construction of each of the projects indicated, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings. The Drawings shall be prepared using the ENGINEER'S AUTOCAD system. The Drawings shall be produced on the ENGINEER'S standard 24 x 36-inch Mylar with borders and title blocks to the ENGINEER'S standard. A preliminary drawing list will be prepared during the Preliminary Design and will be updated in the Final Design.

B.2 PREPARATION OF SPECIFICATIONS

The ENGINEER shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER'S latest version. Specification Divisions shall be developed from the ENGINEER'S in-house guide Specifications.

B.3 PROGRESS SUBMITTALS

Progress submittals for The City of Pharr's review shall be made at the Design Development and Final Design stages.

- B.4 The Final Design submittal (approximately 90 percent complete) shall include the full set of Contract Documents, consisting of the Specifications and Drawings. During the same period that the City reviews the documents, the submittal shall also be subjected to the ENGINEER'S internal design checking procedures. The cities review comments shall be returned to the ENGINEER within 10 days of receipt of the Final Design

submittal. The City shall consolidate review comments on one set of submittals. Upon receipt of comments from the City, the Project team shall meet with the City to resolve outstanding design issues and incorporate substantive comments. Input from the District will be combined with the results of the ENGINEER'S internal design checking. Upon incorporation of the appropriate review comments, the Contract Documents shall be considered to be "bid-ready."

B.5 FINAL ESTIMATE OF PROBABLE CONSTRUCTION COST

The ENGINEER shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design cost estimate shall be submitted to the OWNER within 10 days of receipt of OWNER's comments on the final submittal.

B.6 COMPLETION OF CONTRACT DOCUMENTS

The ENGINEER shall provide four sets of reproducible Contract Documents to the City of Pharr

C. BID SERVICES

Melden and Hunt, Inc. will perform all work associated with Bid Phase Services. Specific services to be provided are listed below.

C.1 Coordinate bid opening date, time, and place with the City of Pharr, and prepare a final Invitation to Bid.

C.2 Assist and advise The City of Pharr in placing the advertisements of the Invitation to Bid. The City of Pharr will place and pay for advertisements. Melden and Hunt, Inc. will provide one courtesy copies of the Contract Documents to area plan rooms.

C.3 Identify potential contractors and suppliers, and distribute copies of the Invitation to Bid.

C.4 Distribute Contract Documents to prospective bidders, suppliers, plan rooms, and agencies for bidding purposes. Maintain a record of prospective bidders and suppliers (Plan Holders) to whom contract documents have been issued. Plan Holders will be charged by Melden and Hunt, Inc or ENGINEER a nonrefundable fee to cover the cost of reproduction of contract documents.

C.5 Distribute Plan Holders' list to recipients of Contract Documents prior to bid opening.

C.6 Conduct a pre-bid conference during the advertisement period.

C.7 Interpret construction Contract Documents. Prepare and issue addenda to the construction Contract Documents when required.

C.8 Attend bid opening and answer questions during bid opening.

C.9 Make preliminary tabulation of bids. Review bids for completeness and conformance to the Contract Documents.

C.10 Prepare and distribute formal bid tabulation sheets. and make a written recommendation to The City of Pharr concerning contract award.

- C.11 After issuance of notice of award, review Contractor's bonds, furnish the Contractor with unsigned construction contract documents, and transmit the construction Contract Documents to The City of Pharr for signature and distribution.
- C.12 Provide 4 sets of the signed construction contract documents to The City of Pharr.

D. CONSTRUCTION PHASE SERVICES

The ENGINEER will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. The ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

- D.1 Review the Contractor's insurance certificates and bonds and forward the certificates to The City of Pharr for acceptance by the City's attorney. The review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- D.2 Conduct a pre-construction conference for each contract. Prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedules, lines of communication, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- D.3 Review and comment on the Contractor's initial and monthly updated construction schedule and advise The City of Pharr as to acceptability. One review per calendar month per contract is included.
- D.4 Review the Contractor's initial and updated schedule of estimated monthly payments (estimated cash flow) and advise The City of Pharr as to acceptability.
- D.5 Make periodic visits to the construction site to observe progress of the work, and consult with The City of Pharr and the Contractor concerning problems and/or progress of the work.
- D.6 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents for general conformity to the construction contract documents. The review of these submittals shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- D.7 Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor in accordance with the construction Contract Documents, and transmit them to The City of Pharr.

- D.8 Review and process the Contractor's monthly payment requests, and forward to The City of Pharr as appropriate. The review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- D.9 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the The City of Pharr.
- D.10 Upon substantial completion, review the work and prepare a list of the items to be completed or corrected before final completion of the project (punch list). Submit a summary of the review to The City of Pharr and the Contractor.
- D.11 Upon completion or correction of the items of work on the punch list, conduct a final review to determine if the work is completed. Provide written recommendations concerning final payment to The City of Pharr, including a list of items, if any, to be completed prior to making such payment.
- D.12 Provide a certification of completion of the work to The City of Pharr.

E. SERVICES TO BE PROVIDED BY THE CITY OF PHARR

- E.1 Provide record drawings of existing facilities (if available).
 - E.2 Cost of advertisement of Invitation to Bidders.
 - E.3 Contracting and cost of geotechnical and materials testing laboratory.
-

F. ADDITIONAL

Additional Services are those services, which are not included in the Basic Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by The City of Pharr with the fee for the service being negotiated at the time of the request.

- F. 1 Reproduction of additional reports or Contract Documents not specifically identified as a Basic Service.
- F.2 Assistance to The City of Pharr as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.
- F.3 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project beyond that indicated in Part A of this Scope of Services.
- F.4 Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, and documents, that are due to causes beyond ENGINEER's control.
- F.5 Preparing documents for alternate bids requested by The City of Pharr and preparing City of Pharr initiated addenda and delivery expense, when not a part of original bid package.

- F.6 Providing Value Engineering after bids have been accepted
- F.7 Additional observation visits occasioned by partial acceptance and/or beneficial occupancy of the project.
- F.8 Default by the Construction Contractor(s).
- F.9 Any work not identified as Basic or Supplemental Services above.

ATTACHMENT 2 Page 1**COMPENSATION FOR ENGINEERING SERVICES AND PAYMENT SCHEDULE**

ITEM	DESCRIPTION	Fee
1	Project Management/meetings	\$ 3,600.00
2.	Design Survey & topo	\$ 3,200.00
3.	Parcel metes & bounds and plats -\$2000 ea	\$ 8,000.00
4.	Basic Engineering	
	A. Engineering Design (60% of fee)	\$ 7,017.00
	B. Bid/negotiation (10% of fee)	\$ 1,169.50
	C. Construction Admin. (30% of fee)	\$ 3,508.50
5.	Construction staking	\$ 2,400.00
6.	Project Closeout (as built)	\$ 600.00
7.	Additional Services	hourly

Total Engineering Cost: \$ 29,495.00

ATTACHMENT 2 Page 2
 Engineers Hourly Rate Schedule for Additional Services
 City of Pharr 12" Water Line from Cage Blvd to Monarch Bus. Park Improvement Project
 MELDEN AND HUNT, INC.

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

PERSONNEL	RATE PER HOUR
Engineering	
Principal	\$ 150.00
Project Engineer	\$ 100.00
E.I.T. (Engineer in Training)	\$ 90.00
Sr. Engineering Technician	\$ 75.00
CAD Technician	\$ 60.00
Administrative Clerk	\$ 60.00
Clerk	\$ 35.00
Easement Acquisition Specialist	\$ 50.00
Project Inspector	\$ 60.00
Surveying	
Two-man Party	\$ 150.00
Registered Professional Land Surveyor (RPLS)	\$ 150.00
Technician	\$ 50.00

The schedule of charges for printing below will be employed in the event that copies beyond what is set forth in the contract are required.

Cost of Printing Beyond Copies Provided By Contract	
8-1/2 X 11 Sheet (Black & White)	\$0.20/Sheet
11 X 17 Sheet (Black & White)	\$0.35/Sheet
22 X 34 Sheet (Black & White)	\$1.00/Sheet