



**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, APRIL 1, 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 National Public Safety Telecommunicators Week. (COMMUNICATIONS)

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.*

B) PUBLIC HEARING: Solicitation of comments on City of Pharr Water Conservation and Drought Contingency Plan 2019. (PUBLIC UTILITIES)

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

- A) City Engineer's Report
- B) City Events of Interest.

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

- A) Approval of Minutes for March 18, 2019 Regular Called Meeting and March 25, 2019 Special Called Meeting. (ADMINISTRATION)
- B) Consideration and action on Resolution authorizing the Pharr Fire Department to apply for a FEMA Assistance to Firefighters Grant for Staffing Adequate Fire and Emergency Response (SAFER) Program. (FIRE)
- C) Consideration and action on Resolution authorizing the Pharr Police Department to submit an application to the Office of the Attorney General for Victim Coordinator and Liaison Grant. (Application # 2020-00156) (POLICE)
- D) Consideration and action on Addendum and Amended Escrow Agreement with Lone Star National Bank for the Public Safety Communications Building. (COMMUNICATIONS)
- E) Consideration and action authorizing City Manager to enter into a one-year contract with SmartCom Solution for internet services at the Pharr Memorial Library. (LIBRARY)
- F) Consideration and action on street closure request from St. Jude Catholic Church for their Annual Church Festival on Sunday, May 5, 2019 from 6:00 a.m. to 10:00 p.m. (ADMINISTRATION)
- G) Consideration and action on Development Services Cases:
 - 1. Yolanda G. Rodriguez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2). The property is legally described as being Lot 33, Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 408 West Las Milpas Road. **CUP#190211**

AGENDA REGULAR MEETING
April 1, 2019

2. Sebastian A. Sobczak, dba La Ofrenda, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as Lot A, Re-Plat of Lots 9 & 10, Steel Horse Industrial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5704 North Gumwood. **CUP#130109**

3. Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 107 East Newcombe Avenue (Park). **CUP#040213**

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

5. Martin Ramirez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1). The property is legally described as being Lot 12, Block 2, Bustamante Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 East Eller Avenue. **CUP#190215**

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance appointing Presiding Judge for Precinct Nos. 25 and 36 (Pharr Elementary School) for the General Municipal Election on Saturday, May 4, 2019. **(Adoption on One Reading)** (ADMINISTRATION)

B) Consideration and action if any, on Ordinance for a moratorium on the issuance of any permits for individually rented storage units within the City of Pharr. **(2nd and Final Reading)** (DEVELOPMENT SERVICES)

C) Consideration and action, if any, on Ordinance renaming public roadway from Rancho Blanco Road to Javelina Drive. **(3rd and Final Reading)** (DEVELOPMENT SERVICES)

D) Consideration and action, if any, on Resolution authorizing emergency hiring of a Crime Analyst. (POLICE)

E) Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding. (DEVELOPMENT SERVICES)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on acceptance of the Witten Park & Pharr Sports Complex Lighting (Emergency) Project and Release Retainage in the amount of \$5,688.75. (ENGINEERING)

B) Consideration and action, if any, on request for waiver for moratorium ordinance relating to individually rented storage units. (DEVELOPMENT SERVICES)

8. PURCHASING:

A) Consideration and action, if any, on deductive Change Order in the amount of \$5,800 for Tyler Technologies project code # C1702B07. (POLICE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on contract with Pyro Shows of Texas for live fireworks display for City of Pharr Independence Day Festival on Saturday, June 29, 2019 with a Rain-Date of Sunday, June 30, 2019. (EVENTS CENTER)

B) Consideration and action, if any, authorizing City Manager to award contract to Johnson Controls through the Buyboard Cooperative for the HVAC Building Automation System Controls at the Police Station and Memorial Library in the amount of \$124,000.00. (ENGINEERING)

C) Consideration and action, if any, extending Comprehensive Economic Development Incentive Agreement for McAllen Levcal, LLC to December 31, 2029. (FINANCE)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for the purchase of Lots #3, 4, 5, and 6 and Lot #7 for additional downtown parking. (GMCD)

E) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for engineering design services for Lift Station No. 1, No. 29 and No. 33 Elimination Project. (ADMINISTRATION)

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

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

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

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

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

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

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

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

12. ADJOURNMENT:

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 29th 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 29th day of March 2019.


HILDA PEDRAZA, TRMC, CMC
CITY CLERK

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

Title: _____

Proclamation



WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and

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

WHEREAS, the safety of our police officers, firefighters, EMT's, and city personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Pharr Public Safety Communications Center; and

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

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

WHEREAS, Public Safety Telecommunicators of the City of Pharr Public Safety Communications Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the Mayor and the City Commission, do hereby proclaim the week of April 14 – 20, 2019 as:

***“National Public Safety Telecommunicators
Week”***

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 1st day of April 2019.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: March 25, 2019

MEETING DATE: April 1, 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 - 3/25/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Diana Martinez, Administrative Assistant

DEPARTMENT: Public Utilities

DIRECTOR: Jose Villegas

Agenda Item: PUBLIC HEARING: Solicitation of comments on City of Pharr Water Conservation and Drought Contingency Plan 2019.

Classification: Public Hearing

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

Exclude Material from Public Packet? No

Reason:

Issue: Public Hearing solicitation of comments on Water Conservation Plan.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Diana Martinez
Jose Villegas
City Management Office

Created/Initiated - 3/28/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

Drought Contingency Plan

City of Pharr

P.O. Box 1729, Pharr, TX. 78577

CCN# 11918

PWS # 1080009

February 21, 2019

Section 1: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Pharr hereby adopts the following regulations and restrictions on the delivery and consumption of water through an ordinance/or resolution.

Water uses regulated or prohibited under this Drought Contingency Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X1 of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Pharr by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

Section III: Public Education

The City of Pharr will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of city public events, press releases or utility bill inserts.

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Pharr is located within the Rio Grande Regional Water Planning Group and City of Pharr has provided a copy of this Plan to the Rio Grande Regional Water Planning Group.

Section V: Authorization

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Pharr. The terms "person" and "customer" as used in the Plan to include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

1. **Aesthetic water use:** water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.
2. **Commercial and institutional water use:** water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.
3. **Conservation:** those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
4. **Customer:** any person, company, or organization using water supplied by Hidalgo Irrigation District #2.

5. **Domestic water use:** water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.
6. **Even number address:** street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.
7. **Industrial water use:** the use of water in processes designed to convert materials of lower value into forms having greater usability and value.
8. **Landscape irrigation use:** water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.
9. **Non-essential water use:** water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:
 - a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
 - b) use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle;
 - c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - e) flushing gutters or permitting water to run or accumulate in any gutter or street;
 - f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
 - g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
 - h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 - i) use of water from hydrants for construction purposes or any other purposes other than firefighting.
10. **Odd numbered address:** street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a monthly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. In addition to:

1. Supply-related problems, such as reductions in supply due to drought and water rights permits or water contracts constraints;
2. System-related problems, such as equipment failures and line breaks;
and
3. Other conditions that may affect or otherwise limit the City of Pharr's ability to meet the demand for water

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses, defined in Section VII—Definitions,

- (a) When total daily water demand equals or exceeds 15.0 MGD for 5 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section IX of this Plan when:

- (a) When total daily water demand equals or exceeds 18.0 MGD for 3 consecutive days, based on the "safe" operating capacity of water supply facilities.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers — SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when:

- (a) Continually falling treated water reservoir levels which do not refill above 75% percent overnight based on an evaluation of minimum treated water storage required to avoid system outage.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- CRITICAL Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when:

- (a) When the water supply available from the Hidalgo Irrigation District #2 is equal to or less than 5,000 acre-feet.
- (b) When, pursuant to requirements specified in the City of Pharr water purchase contract with Hidalgo Irrigation District #2 notification is received requesting initiation of Stage 4 of the Drought Contingency Plan.

Requirements for termination

Stage 4 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions for Stage 5 of this Plan when City Manager, or his/her designee, determines that a water supply emergency exists based on:

- (a) Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
- (b) Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Stage 6 Triggers -- WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section IX of this Plan and comply with the requirements and restrictions for Stage 5 of this Plan when (describe triggering criteria, see examples in Stage 1).

Requirements for termination - Water allocation may be rescinded when all the conditions listed as triggering events have ceased to exist for a period of 3 consecutive days.

Section IX: Drought Response Stages

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, severe, critical, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/ her designee shall notify the public by means of:

- (a) City Website/Social Media
- (b) publication in a newspaper of general circulation, direct mail to each customer,
- (c) public service announcements,
- (d) signs posted in public places

Additional Notification:

The City Manager or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities:

- 1) Mayor / Chairman and members of the City Council
- 2) Fire Chief (s)
- 3) City and/or County Emergency Management Coordinator(s)
- 4) County Judge & Commissioner(s)
- 5) State Disaster District / Department of Public Safety
- 6) TCEQ (required when mandatory restrictions are imposed)
- 7) Major water users
- 8) Critical water users, i.e. hospitals
- 9) Parks /street superintendents & public facilities managers

Stage 1 Response -- MILD Water Shortage Conditions

Target: Achieve a 5% percent reduction in daily water demand.

Voluntary Water Use Restrictions for Reducing Demand

- a. Water customers are requested to voluntarily limit landscape irrigation to Sundays and Thursdays for customers with a street address ending in an even number (0,2,4,6, or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1,3,5,7 or 9), and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or using drip irrigation system is exempt from these requirements.
- b. The public is asked to wash automobiles at commercial car washes or at their residence only on their designated irrigation days (e.g. Sunday/Thursday or Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not use. High pressure washers with flow control will also be allowed.
- c. The public is asked to discontinue the use of ornamental water features fountains.
- d. All operations of the City of Pharr shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- e. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions.

Target: Achieve a 7% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems to Sundays and Thursdays for water customers with a street address ending in an even number (0, 2, 4, 6, or 8) and Saturdays and Wednesdays for water customers with street address ending in an odd number (1, 3, 7, or 9) and to irrigate landscapes only between the hours of 8:00 pm and 8:00 am. Landscape irrigation by means of a hand-held hose or drip irrigation system is exempt from these requirements.
- b) The public is allowed to wash automobiles at commercial car washes or at their residence, only on their designated irrigation days (Sundays/Thursday and Saturday/Wednesday). The hose must have a flow control device (e.g. spray gun, control nozzle) to stop water flow when not in use. High pressure washers with flow control will also be allowed.
- c) The public must discontinue the use of ornamental water features (e.g., fountains) unless provision is made to recirculation of water. The failure to prevent or control the "waste of water" is also prohibited.
- d) Definition: The term "waste of water" shall include wash down of driveways, sidewalks, parking areas, street and their areas and failure to take timely action to repair a leak determined by the Director of Utilities.

Stage 3 Response -- SEVERE Water Shortage Conditions

Target: Achieve a 10% percent reduction in daily water demand.

Water Use Restrictions for Demand Reduction:

All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.

- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the Hidalgo Irrigation District #2. The City of Pharr Golf Course irrigates using Reclaimed water from the City of Pharr Wastewater Treatment Plant.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.
- (d) High-pressure washer for cleaning of sidewalk, driveway and entryways will not be allowed and will be considered a "waste of water". Steam cleaners will be allowed.

Stage 4 Response -- CRITICAL Water Shortage Conditions

Target: Achieve a 15% percent reduction in daily water demand.

Water Use Restrictions for Reducing Demand: All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 8:00 pm and 8:00 am and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers is prohibited at all times.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited. Further, such vehicle washing at commercial car washes and commercial service stations shall occur only between the hours of 8:00 pm and 8:00 am
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and Jacuzzi type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- (f) Steam Cleaners will not be allowed for cleaning of driveway, sidewalk, and entryways.

Stage 5 Response -- EMERGENCY Water Shortage Conditions

Target: Achieve a 20% percent reduction in water demand, total water use, daily water demand.

Water Use Restrictions for Reducing Demand. All requirements of Stage 2, 3, and 4 shall remain in effect during Stage 5 except:

- (a) irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, or other vehicle is absolutely prohibited.

Stage 6 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a customer's household is comprised of two (2) persons unless the customer notifies the City of Pharr of a greater number of persons per household on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Pharr offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases placing the customer in a different allocation category, the customer may notify the City of Pharr on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is

reduced, the customer shall notify the City of Pharr in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Pharr of a reduction in the number of residents in a household shall be fined not less than \$1000.00 dollars.

Residential water customers shall pay the following surcharges:

\$10.00 for the first 1,000 gallons over allocation.

\$20.00 for the second 1,000 gallons over allocation.

\$35.00 for the third 1,000 gallons over allocation.

\$75.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (example: apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the Hidalgo Irrigation District #2 of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the Hidalgo Irrigation District #2 offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the Hidalgo Irrigation District #2 in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Pharr of a reduction in the number of residents in a household shall be fined not less than \$1000.00 dollars. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

\$10.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

\$20.00 thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

\$35.00 thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

\$75.00 thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 25% percent of whose monthly usage is less than 5000 gallons, shall be allocated 5000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Hidalgo Irrigation District #2 to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager or alternatively, a special water allocation review committee. Nonresidential commercial customers shall pay the following surcharges:

Customers whose allocation is 0 gallons through 20,000 gallons per month:

\$25.00 per thousand gallons for the first 1,000 gallons over allocation.

\$50.00 per thousand gallons for the second 1,000 gallons over allocation.

\$75.00 per thousand gallons for the third 1,000 gallons over allocation.

\$100.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 20,001 gallons per month or more:

2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

4 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

10 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

30 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the City of Pharr for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$50.00 dollars and not more than \$2000.00 dollars. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this Plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$30.00, and any other costs incurred by the City of Pharr in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the Hidalgo Irrigation District #2, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- (d) Police officers and / or Code compliance officers may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her- to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 17 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in

lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XI: Variances

The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.

Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City of Pharr within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.

City of Pharr, Texas

WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

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APPENDIX A: UTILITY PROFILE & WATER CONSERVATION PLAN REQUIREMENTS FOR MUNICIPAL WATER USE BY PUBLIC WATER SUPPLIERS

Attachment 1-Water and Wastewater CCN

APPENDIX B: RESOLUTION-ADOPTION OF CITY OF PHARR WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN

APPENDIX C: CITY OF PHARR ORDINANCES FOR IMPLEMENTATION AND ENFORCEMENT OF CITY OF PHARR DROUGHT CONTINGENCY PLAN

**CITY OF PHARR,
TEXAS**

**WATER
CONSERVATION**

AND

**DROUGHT
CONTINGENCY
PLAN**

February 2019

Water Conservation Plan

1.0 Introduction

1.1 Purpose

This document provides an update to the Water Conservation and Drought Contingency Plan for the City of Pharr, Texas and replaces an existing plan adopted by the City in 2015. The adoption of the new plan is to stay in compliance with Title 30 TAC Chapter 288 and to comply with 31 TAC Chapter 363.15 to obtain financial assistance with the Texas Water Development Board.

The current extended drought affecting the watershed of the middle and lower Rio Grande has underscored the importance of water conservation and drought contingency planning to the City of Pharr. Water conservation and drought preparedness are essential if the City's to continue to meet its responsibility to provide adequate future water supplies for its citizens. The Water Conservation and Drought Contingency Plan will serve to extend the City's available water supply, decrease water losses and waste, and will provide procedures for responding to and coping with drought and other water supply emergencies.

1.2 Location and Size of City

The City of Pharr, Texas, is located in the Lower Rio Grande Valley of Texas at the intersection of US Highway 281 and 83. Figure 1.1 includes two maps showing the location of the City and its corporate boundaries.

1.3 Population

The City has a current population of approximately 70,400 according to the latest census data in 2010 and is estimated to have a current population of approximately 79,487 according to Population Division, U.S. Census Bureau.

The projected population growth for the City is shown in the table below as showed in the 2018 Regional Water Plan prepared for Texas Water Development Board.

Projected Growth for the City of Pharr

Year	Regional Water Plan
2020	89,220
2030	110,785
2040	132,437
2050	154,131
2060	175,826
2070	196,918

2.0 WATER SUPPLY AND DEMAND

2.1 Raw Water Supply

Nearly all cities in the Rio Grande Valley obtain the raw water supply from the Rio Grande River via canal system. The City of Pharr is no different. The City of Pharr has a contract with Hidalgo Irrigation County District No. 2 (HCID 2). HCID#2 delivers raw water to the City's 70 million gallons (MG) raw water reservoir at a cost of \$0.15730 per 1000 gallons of water metered delivered. The raw water from the reservoir then flow through a 36" gravity line to the city intake wet well. The City currently has a total of 10,639.377 acre-feet of water available as of January 2019.

The City of Pharr also uses groundwater well for emergency uses and can average a total of 900 gpm or approximately 1.3 MGD.

2.2 Description of Water Treatment, Storage and Distribution Facilities

The City owns and operates one 19.0 MGD Surface Water Treatment Plant that was built in 1984, expanded in 1997 and 2014. The WTP consists of: a raw water pump station, 5-clarifiers, 1-rapid mix basin, 19 filters, 1-1MG clear well, 2-2MG ground storage tanks, 1-high service pump station. The City water distribution system consists of approximately 332 miles of water lines ranging from 2"-30" and four elevated storage tanks consisting of: 0.5 MG, 0.75 MG, and 2-1.0 MG (total of 3.25 MG elevated storage). The City of Pharr, in addition to the elevated tanks, has a 1.0 MG wet well and 2 – 2 MG ground storage tanks located at the Water Treatment Plant. The City has enough storage capacity (elevated and ground storage) until the year 2030.

The City's raw water pump station that is capable of delivering 19.0 MGD. The raw water pump station was completed in 2008 and was expanded in 2013. The City also expanded the water treatment facilities from 10.0 MGD to the current 19.0 MGD capacity. The 19.0 MGD plant production is sufficient to serve the City of Pharr population projected growth through the year 2030.

2.3 Water Demand

In calendar year 2018, the water treatment plant treated approximately 2.857 billion gallons or 8790.76 acre-feet of raw water. In the last two years the City has average 7.85 MGD and a maximum average use (peak day use) of 10.93 MGD. With an approximate population of 79,487 the average residential per capita use during the calendar year 2018 was approximately 99 gallons per capita per day. Compared with the year 2017, where the gallons per capita were 105 gpcd. Compared with an estimated statewide average municipal use of 169 gpcd in 2013 (Texas Water Development Board, "2013 per Capita Water Use State Average". The relatively low water use is typical in the City for the last three

years due to continued mandatory conservation efforts implement by the city, but with a continued population growth and economic development, water demand will increase especially during the summer. Water demand is project to increase to 3.2 billion gallons or 9,923 acre-feet per year in 2020, and nearly 3.9 billion or 11,933 acre-feet per year in 2030. With the City's current water rights standing at 10,639.377 and with projected demand to increase, this is clear indication that the City of Pharr will be challenged to meet future water demands.

2.4 Water Rates and Revenues

The City currently charges a meter monthly base service charge of \$22.50 for (5/8"-1.5"), \$26.00 (2"), \$55.00 (4") and \$90.00 (6") to each customer.

The City's current water rates for residential are as follows, \$1.65 per 1000 gallons from 0-19,999 gallons and \$1.70 per 1000 gallons from 20,000+ and commercial water rates are from \$1.70 per 1000 gallons from 0-19,999 and \$1.85 per 1000 gallons from 20,000. During fiscal year 2017-2018 total water system operating revenue was \$7.835 million.

3.0 WASTEWATER FACILITIES

3.1 Description of Wastewater Treatment Plant and Wastewater Collection System

The Wastewater Treatment Plant (WWTP) was expanded in 2011 to a 8.0 MGD. The plant is a complete mix variation of activated sludge process plant. The plant consists of headwork facility, two oxidation ditches, one BNR, six clarifiers, ultraviolet disinfection basin, digester, thickener, gravity belt thickener, belt press, effluent basin, and laboratory building. The next WWTP phase expansion will be to 10 MGD.

The Wastewater Collection System consists of 32 lift stations, 1-8.0 MGD WWTP, and approximately 160 miles of various pipes sizes from 6" to 42".

3.2 Sewer Rates and Revenues

The City currently charges a monthly base service charge \$14.55 to each residential customer connected to the sewer system; plus, \$0.98 per 1000 gallons of wastewater used up to 18,000 gallons per month. Commercial and industrial customers pay a base charge of \$22.97 per month and a rate of \$1.30 per 1000 gallons of wastewater use. During fiscal year 2017-2018 total wastewater system operating revenue was \$5.264 million.

4.0 WATER CONSERVATION GOALS

4.1 Water Conservation Goals

The City of Pharr's goals with respect to water conservation are to:

- **To maintain the unaccounted water loss between 12 % to 10% or lower or between 10 gpcd to 12 gpcd (unaccounted water loss) or lower for the next 5 years beginning in Fiscal year 2018/2019 (October-September) and 10% to 8% or lower or between 8 gpcd to 10 gpcd (unaccounted water loss) or lower the next 10 years beginning fiscal year 2018/2019 (October-September) through improved water use accounting, replacement of old water lines, meter replacement, repair, meter efficiency testing and record keeping (fire department, city's street sweeper, and city's vector truck).**
- Increase beneficial reuse of effluent from City's wastewater treatment plant to include municipal parks (if feasible), city's street sweepers, and construction use.
- To continue to be below the state average by a least 10% in water used per capita through implementation of the existing plumbing code, public education and awareness conservation programs and water reuse.
- **To maintain our municipal use to less than a 115 gpcd in the next 5 years beginning in fiscal year 2018/2019 (October-September) and to lower the gpcd by 2 gpcd per year or to achieve 100 gpcd by 2028/2029. These goals may not be attainable depending on hot weather conditions and increase population.**
- **To maintain our municipal use to less than 100 gpcd in the next 10 years beginning fiscal year 2018/2019 (October-September) and to lower the gpcd per 0.5% per year or approximately 0.6 gpcd per year. This will be a difficult goal to achieve due to increase population and hot weather conditions. This goal will be evaluated on the efforts and results of the above mentioned 5 year goal.**

4.2 Water Conservation Program

The following actions will be taken by the City of Pharr to accomplish the above goals:

A. Public Education and Awareness

Public education and awareness are an essential component of the City's water conservation program. The objective is to communicate to the City's residents the need for and benefits of water conservation and to provide useful consumer-oriented information on water conservation practices and technologies. The City will obtain and disseminate such information through a variety of avenues including:

- Providing water conservation literature to new utility customers at the time they apply for service, to utility customers reporting high water use, and the utility sales office on continuing basis;
- Providing consumer tips on water conservation in Consumer Confidence Report to be mailed annually; plus provide conservation tips on monthly water bill
- Providing literature on xeriscape landscaping and the use of native plants and grasses to reduce lawn water demands:
- Presentation at different civic organizations and schools

The City will also obtain video and radio public service announcements on water conservation from the TWDB and make these available to the local media. TWDB videos on state water resources issues and water conservation will also be provided to the City of Pharr Cable Channel and PSJA School District cable channel. The City will also produce water conservation commercials using students and parents from the city to promote conservation and announcements that will be aired on the City of Pharr Cable Channel and will be provided to PSJA School District cable channel.

B. Plumbing Fixture Efficiency Standards

Since 1992 state law has prohibited the sale of certain plumbing fixtures that do not conform to specific water use efficiency standards. For example, water use by tank-type toilets sold within Texas is not to exceed 1.6 gallons per flush. Showerheads are limited to 2.5 gallons per minute flow rate. Similar water efficiency standards effectively supersede and replace local standards and eliminate the need for enforcement of plumbing code standards for water efficiency at the local level.

In 1991, the Texas Legislature passed legislation requiring that plumbing fixtures sold in Texas after January 1, 1992, meet the following standards:

- Shower Heads: No more than 2.50 gallons per minute at 80 pounds per square inch of pressure.
- Laboratory/Sink Faucets and Aerators: No more than 2.2 gallons per minute at 60 pounds per square inch of pressure.
- Wall mounted, Flushometer Toilets: No more than 2.0 gallons per flush
- All other Toilets: No more than 1.6 gallons per flush
- Drinking Water Fountains: Must be self closing

The above standards are enforced through requirements placed directly on the manufacturers, importers, and suppliers of new fixtures in Texas. In addition, the City encourages the following water conservation measures:

- Hot Water Pipes: Hot water lines not in or under a concrete slab should be insulated
- Pressure Reduction Valves: Pressure reduction valves may be installed where system pressures exceed 80 pounds per square inch
- Swimming Pools: Swimming pool should have recirculating filtration equipment
- Automatic Dishwashers: Automatic dishwashers installed in residential dwelling should be a design that uses a maximum of six gallons of water per cycle
- Automatic Clothes washers: Automatic Clothes washers installed in residential dwellings should be a design that uses a maximum of 14 gallons of water per cycle

New plumbing fixtures that replace or renovate existing plumbing fixtures should follow the residential and commercial construction requirements. The use of water efficient plumbing fixtures in new construction and as replacements in existing construction is expected to significantly reduce per capita water use and wastewater flow over time. Importantly such saving will occur “passively” in that market penetration will occur as a consequence of new development and as old inefficient plumbing fixtures wear out and are replaced. Also, water saving associated with high efficiency plumbing fixtures are relatively predictable as the saving are not dependent on conscious effort by the customer to modify water use behaviors.

C. Plumbing Fixture Retrofit and Replacement

The City will encourage the retrofit and/or replacement of older, inefficient plumbing fixtures and appliances through the public education and awareness activities described above. Particular emphasis will be placed on the expected cost saving and payback periods through reduced water, wastewater, and energy costs. In addition, the City will investigate the costs and benefits of replacing inefficient plumbing fixtures in all city-owned facilities.

D. Water Rate Structure

The current water structure rates will significantly encourage water conservation efforts from residential, commercial customers and thus resulting sustainability for future growth.

E. Metering and Repair

Metering all water services is an effective means of improving and maintaining control of water system operations and provides the basis for efficient and equitable cost recovery. Metering provides a database for system performance monitoring, for planning future facilities, and for assessing the effects of water conservation measures. Metering also improves accountability for both water

deliveries and for unaccounted for water losses. The City of Pharr meters all water accounts, including those serving city facilities.

In April 2010 the City conducted a Meter Management Audit by JBS Associates. The audit included recommendations that are now being implemented such as testing meters annually and every two years depending on usage and age of the meter. Rule of thumb, if a 5/8" -3/4" meter has over a 1,000,000 gallon usage or over 15 years that meter should be changed. Other recommendations include correct meter sizing and replacement of oversize meters. Periodic testing will be conducted every year on approximate 5% of the 3/4" meter for efficiency verification. Meters found to be outside there parameters (+/- 5%) will be replaced. Master Meters (raw water meter and high service meters) at the Water Treatment Plant are tested annually by Sendero South, LLC, and results are reported to staff in writing and are filed for at a period of five years. Master meters which are not within +/- 5% of standard will be repaired and/or replaced.

The City will continue to follow the recommendations from Meter Management Audit and has implemented recorded keeping of water usage of fire fighter usage, street sweeper use, vactor truck use, and flushing of water mains. These procedures will allow the City to better estimate actual water losses due to leakage and will aid in evaluating the costs and benefits associated with leaks detection and the repair or replacements of main waterlines.

F. Leak Detection, Repair, and Water Loss Record Keeping

Along with a Meter Management Audit a Water Distribution System Report was done. The report pointed out two key areas in the city where we have substantial leaks. Most of these leaks are from 2" water lines, which the city has approximate 13 miles of these lines. The City has started a replacement program to replace these water lines. We estimated a time of 5 yrs. to replace all 2" water lines.

Public Utilities staff will conduct annual visual audits to determine leaks concentrating around fire hydrants, water valves and grassy green areas of known water distribution lines. Staff will be required to investigate any grassy green areas during their daily routine, especially during dry weather conditions. The utilities staff will determine to do a systematic leak survey of the water distribution system if loss of water is greater than 15% annually.

Public Utilities staff conducts top-down audits, using existing records to provide an overall picture of water loss which is done annually and will continue to track these efforts using this method. The Public Utilities staff has implemented monthly record keeping and tracking to estimate a more accurate water loss of unaccounted water in the areas of fire fighting, unauthorized use of fire hydrants, street sweepers, vactor trucks, flushing of fire hydrants, overspill of water towers and water distribution line breaks.

G. Water Conserving Landscaping

The City does not plan to require water conserving landscaping, however, the city will through education, encourage residents to adopt water efficient landscaping and landscape maintenance practices. Through its public information program, The City encourages and supports the use of xeriscape landscaping techniques. Public Utilities staff distributes xeriscape literature at public meeting on water conserving landscaping and lawn watering methods. Particular emphasis is placed on providing such information in advance of and during the summer lawn water season.

H. Water Reuse

The City uses reclaimed wastewater effluent for plant operations/irrigation and in chlorination at the City's wastewater treatment plant. The effluent basin accommodates a 6" Gormann pumps that provide reuse water to the city golf course for irrigation purpose. The City is also looking at the potential use of reuse water for various city services such as city street sweepers, city vactor truck and construction water tanks trucks.

I. Means of Implementation and Enforcement

A resolution by the City Commission has been approved adopting this water conservation plan (Appendix B.) The City's Public Utilities Department and City Manager will have primary responsibility for implementing the plan. The Public Utilities Department will be responsibility for keeping records of the implementation to verify water loss annually through top-down audits. (See 4.2F and 4.2K). These records will be compared to the goals stated above. The City's Police Department, Fire Department, and Public Utilities staff will have enforcement powers in accordance with the Drought Contingency Plan Ordinance. (Appendix C)

J. Wholesale Water Contracts

The City of Pharr will require, through contractual agreement, that any political subdivision or public water supplies contracting with City for wholesale water supply or wastewater services either (1) adopt the provisions of the City's water conservation and drought contingency plan; or (2) develop and adopt a plan which meets the requirements of the TWDB or TCEQ. **At present, the City's is *not* a wholesaler.**

K. Record Management System

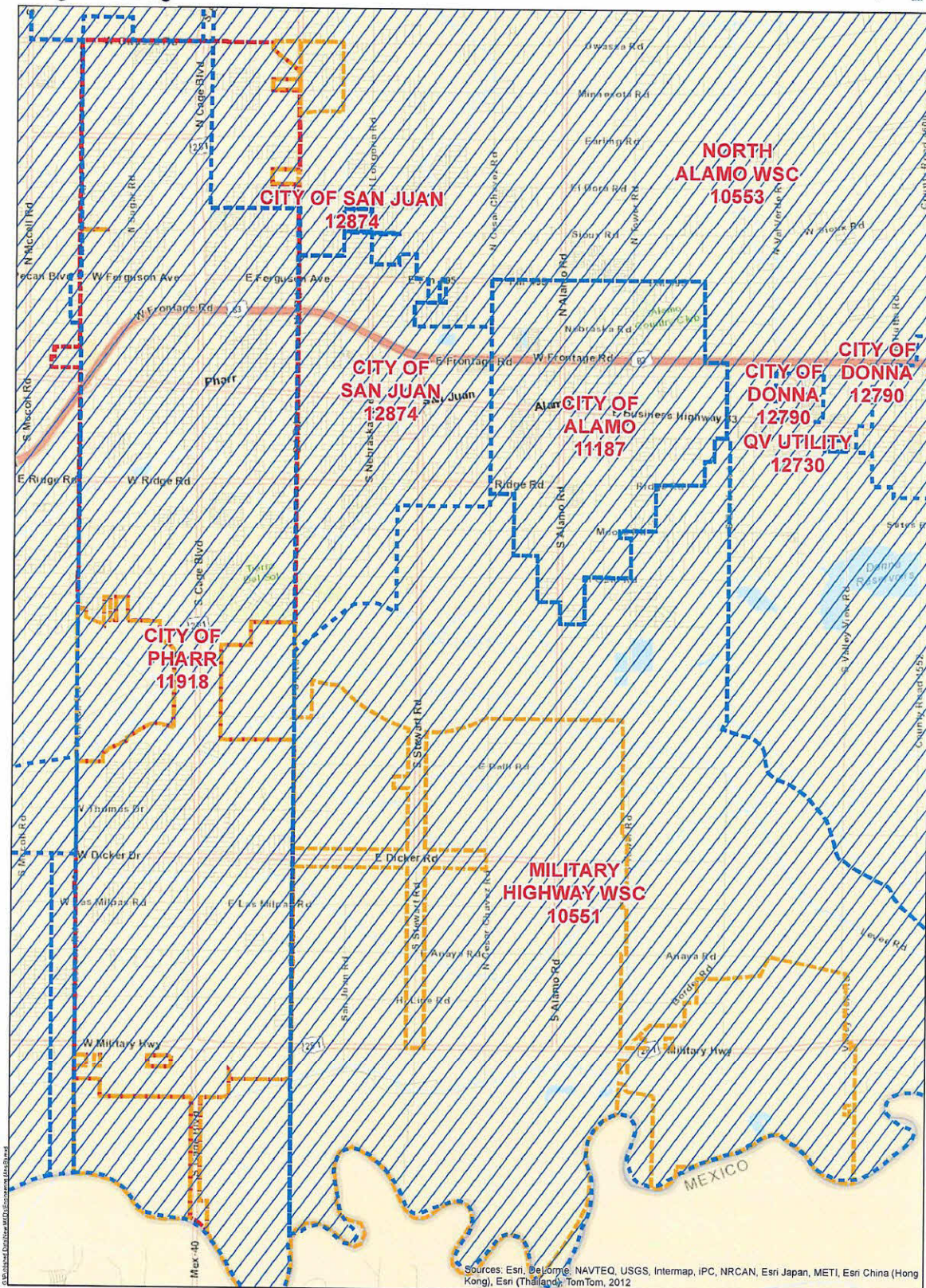
The City of Pharr record of management includes the following: purchased water, treated water and water sold. The user classes are recorded as: residential, senior citizens, commercial, municipal and outside city limits. Based on the type of record keeping the system has established would allow to keep track of the effectiveness of our annual goals. As mentioned on Section 4.2 F top-down audit

will give us a general knowledge if we will meet our annual goal. Even though no monthly goals are established, we believe by setting the annual goal will set the margin to meet a goal monthly. With better record keeping as mentioned above we can continue to track our progress in meeting our goals in Section 4.1 annually.

4.3 Reporting

The City of Pharr will continue its water conservation programs indefinitely and will report to the Executive Administrator of the TWDB on the implementation and status of the City's water conservation programs for three (3) years after the closing date for loans made by the TWDB. The City is obligated to the TWDB (under Rule 31 TAC 363.71) to submit annual report describing the implementation, status, and quantitative effectiveness of the water conservation program (which includes the plan and implementation procedures). The annual report will be in a form and will include all information required by TWDB staff to determine the City's compliance with the Water Conservation and Drought Contingency Plan.

APPENDIX A



Legend

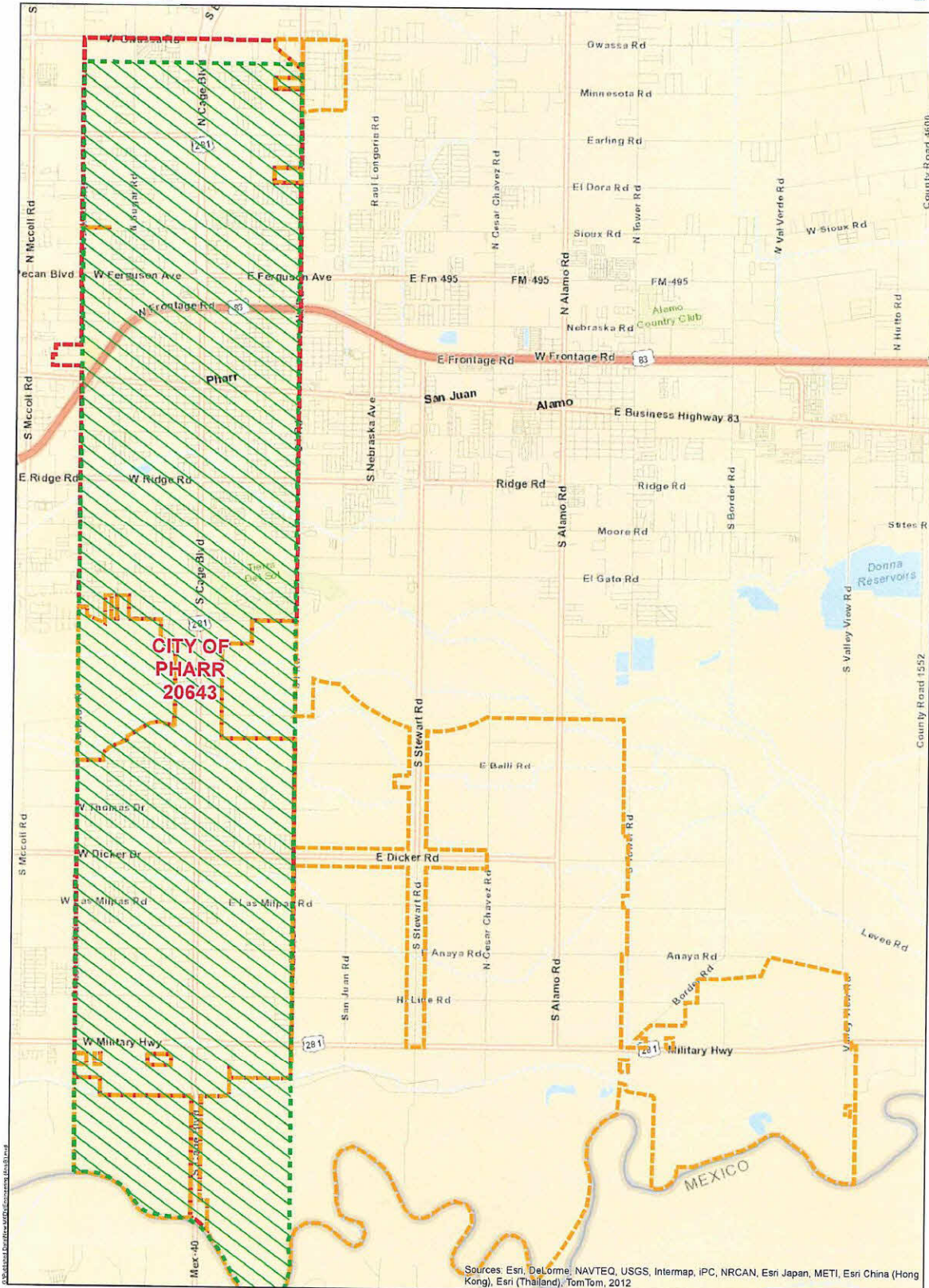
- PUC CCN WATER
- Pharr ETJ
- Pharr City Limit

All information displayed on this map is subject to change without notice and is for informational purposes only. This map is intended for general information only.
City of Pharr, Texas
Engineering Department
956.402.4221

Scale: 1 inch = 5,000 feet

0 2,500 5,000 10,000 15,000 20,000 Feet





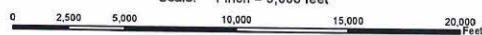
Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

Legend

- PUC CCN SEWER
- Pharr ETJ
- Pharr City Limit

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
956.402.4221

Scale: 1 inch = 5,000 feet





Texas Commission on Environmental Quality

Water Availability Division

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Telephone (512) 239-4691, FAX (512) 239-2214

Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4691.

Water users can find best management practices (BMPs) at the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name of Water Supplier:	<u>City of Pharr</u>	
Address:	<u>P.O.Box 1729, Pharr, TX</u>	
Telephone Number:	<u>(956) -4024300</u>	Fax: () <u></u>
Water Right No.(s):	<u>0808-009 / 0809-010 / 0874-000 / 2727-001</u>	
Regional Water Planning Group:	<u>M</u>	
Water Conservation Coordinator (or person responsible for implementing conservation program):	<u>Jose A. Villescas</u>	Phone: (956) -4024300
Form Completed by:	<u>Jose A. Villescas</u>	
Title:	<u>Public Utilities Director</u>	
Signature:	<u></u>	Date: <u>3/4/2019</u>

A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.2). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Utility Profile

I. POPULATION AND CUSTOMER DATA

A. *Population and Service Area Data*

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (in square miles): 36.802
(Please attach a copy of service-area map)
3. Current population of service area: 79,487
4. Current population served for:
 - a. Water 79,487
 - b. Wastewater 79,487

5. Population served for previous five years:

<i>Year</i>	<i>Population</i>
2014	73,790
2015	75,382
2016	76,538
2017	76,538
2018	79,487

6. Projected population for service area in the following decades:

<i>Year</i>	<i>Population</i>
2020	89,220
2030	110,785
2040	132,436
2050	154,131
2060	175,826

7. List source or method for the calculation of current and projected population size.
Texas Water Development Board

B. Customer Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. http://www.tceq.texas.gov/assets/public/permitting/watersupply/water_rights/sb181_guidance.pdf

1. Quantified 5-year and 10-year goals for water savings:

	<i>Historic 5-year Average</i>	<i>Baseline</i>	<i>5-year goal for year 2023</i>	<i>10-year goal for year 2028</i>
Total GPCD	95	104	115	100
Residential GPCD	59	70	65	60
Water Loss GPCD	10	9	8	6
Water Loss Percentage	9.8	9	7	8 -10%

Notes:

Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

2. Current number of active connections. Check whether multi-family service is counted as

☐ Residential or ☒ Commercial?

<i>Treated Water Users</i>	<i>Metered</i>	<i>Non-Metered</i>	<i>Totals</i>
Residential	18,941	n/a	18,941
Single-Family			
Multi-Family			
Commercial	1,909	n/a	1,909
Industrial/Mining			
Institutional			
Agriculture			
Other/Wholesale			

3. List the number of new connections per year for most recent three years.

<i>Year</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>
<i>Treated Water Users</i>			
Residential	278	400	279
Single-Family			
Multi-Family			
Commercial	110	87	87
Industrial/Mining			
Institutional			
Agriculture			
Other/Wholesale			

4. List of annual water use for the five highest volume customers.

<i>Customer</i>	<i>Use (1,000 gal/year)</i>	<i>Treated or Raw Water</i>
Wilder Corporation	38,031	Treated
Tropic Star/Wilder Corporation	27,700	Treated
Tipotex / Wilder Corporation	19,387	Treated
Palm Valley Memorial Association	15,891	Treated
Winter Haven	14,357	Treated

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. List the amount of water use for the previous five years (in 1,000 gallons).

Indicate whether this is ☐ diverted or ☒ treated water.

<i>Year</i>	2014	2015	2016	2017	2018
<i>Month</i>					
January	190.00	180.100	202.791	216.356	216.960
February	174.800	165.000	2150873	204.359	202.258
March	203.800	1740570	223.836	221.097	237.855
April	226.200	173.900	226.977	238.334	236.997
May	240.800	188.000	230.650	261.900	259.528
June	260.100	185.600	214.624	259.073	250.018
July	272.100	238.000	280.569	274.457	254.748
August	276.500	270.100	285.679	293.317	296.597
September	191.500	217.385	250.994	263.222	232.448
October	201.700	215.860	252.984	226.432	228.676
November	183.600	193.857	225.437	222.728	217.571
December	183.500	193.857	207.691	207.563	223.507
Totals	2,604.600	2,407.060	2,818.105	2,888.838	2,857.163

- Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

Treated water readings for water delivered into the distribution system are obtained from the production meter located at the High Service building which is the Point of Entry for the Distribution System.

- Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

<i>Year</i>	2014	2015	2016	2017	2018
<i>Account Types</i>					
Residential	1,705,272.5	1,461,721.8	1,693,605.3	1,867,733.2	1,731,113.0
Single-Family					
Multi-Family					
Commercial	656,330.7	478,369.5	657,183.9	726,746.3	741,085.3
Industrial/Mining					
Institutional					
Agriculture					
Other/Wholesale					

- List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

<i>Year</i>	<i>Amount (gallons)</i>	<i>Percent %</i>
2014	167,966,800	6.45
2015	466,968,700	19.04
2016	467,315,800	16.58
2017	294,358,500	10.19
2018	384,964,700	13.47

B. Projected Water Demands

- If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

1. List all current water supply sources and the amounts authorized (in acre feet) with each.

<i>Water Type</i>	<i>Source</i>	<i>Amount Authorized</i>
Surface Water	Rio Grande River	10,639.37 A.F.
Groundwater	Gulf Coast Aquifer	3.99 A.F.
Other		

B. Treatment and Distribution System (if providing treated water)

1. Design daily capacity of system (MGD): 19.0
2. Storage capacity (MGD):
 - a. Elevated 3.25
 - b. Ground 5.0
3. If surface water, do you recycle filter backwash to the head of the plant?
☒ Yes ☐ No If yes, approximate amount (MGD):

IV. WASTEWATER SYSTEM DATA

A. Wastewater System Data (if applicable)

1. Design capacity of wastewater treatment plant(s) (MGD): 8.0
2. Treated effluent is used for ☒ on-site irrigation, ☒ off-site irrigation, for ☒ plant wash-down, and/or for ☒ chlorination/dechlorination.
If yes, approximate amount (in gallons per month):
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

The City of Pharr W.W.T.P. is an Activated Sludge -BNR treatment facility consisting of Screening, Grit Removal, Activated Sludge Treatment, Sedimentation, Filtration, and Disinfection. The City is permitted to discharge into the Hidalgo County Drainage Ditch No. 1. The TPDES permit # WQ0010596001 (EPA I.D. No. TX0062219) was issued on July 12, 2018 and will expire on July 12, 2023. The facility is owned by the City of Pharr and operated under the direction of Jose A. Villescas (TCEQ License # WW0002546)

B. Wastewater Data for Service Area (if applicable)

1. Percent of water service area served by wastewater system: 95%
2. Monthly volume treated for previous five years (in 1,000 gallons):

<i>Year</i>	2014	2015	2016	2017	2018
<i>Month</i>					
January	147,065	155,046	149,972	145,069	149,993
February	131,869	137,006	139,229	134,834	139,569
March	146,749	157,083	152,953	154,639	151,158
April	140,749	158,901	145,667	142,938	143,742
May	145,044	173,554	155,695	147,598	148,921
June	140,213	200,694	157,733	139,744	185,236
July	140,893	162,328	148,406	142,203	155,959
August	146,977	159,257	152,843	148,693	150,085
September	180,002	155,769	151,318	142,963	155,292
October	155,294	164,229	148,629	152,220	159,502
November	148,378	155,316	146,662	153,629	151,250
December	149,393	149,998	144,333	149,005	147,495
Totals	1,772,626	1,929,181	1,793,440	1,753,535	1,838,202

Water Conservation Plan

In addition to the utility profile, please attach the following as required by Title 30, Texas Administrative Code, §288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

A. Record Management System

The water conservation plan must include a record management system which allows for the classification of water sales and uses in to the most detailed level of water use data currently available to it, including if possible, the following sectors: residential (single and multi-family), commercial.

B. Specific, Quantified 5 & 10-Year Targets

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable. These goals must be updated during the five-year review and submittal.

C. Measuring and Accounting for Diversions

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.

D. Universal Metering

The water conservation plan must include and a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

E. Measures to Determine and Control Water Loss

The water conservation plan must include measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

F. Continuing Public Education & Information

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

G. Non-Promotional Water Rate Structure

The water supplier must have a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

H. Reservoir Systems Operations Plan

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies.

I. Enforcement Procedure and Plan Adoption

The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.

J. Coordination with the Regional Water Planning Group(s)

The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

K. Plan Review and Update

A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

VI. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS

Required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within the next ten years:

A. Leak Detection and Repair

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.

B. Contract Requirements

A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

VII. ADDITIONAL CONSERVATION STRATEGIES

Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of 30 TAC §288.2(1), if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

1. Conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;
2. Adoption of ordinances, plumbing codes, and/or rules requiring water conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;
3. A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
4. A program for reuse and/or recycling of wastewater and/or graywater;
5. A program for pressure control and/or reduction in the distribution system and/or for customer connections;
6. A program and/or ordinance(s) for landscape water management;
7. A method for monitoring the effectiveness and efficiency of the water conservation plan; and
8. Any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

VIII. WATER CONSERVATION PLANS SUBMITTED WITH A WATER RIGHT APPLICATION FOR NEW OR ADDITIONAL STATE WATER

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: City Engineer's Report

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: City Engineer's Report

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua

Omar Anzaldua

City Management Office

Created/Initiated - 3/28/2019

Approved - 3/28/2019

Final Approval - 3/28/2019

Design Phase

- ☐ **PSJA Tri-City Pedestrian Safety Improvements Projects**
- ☐ **Pharr Pedestrian Connections**
- ☐ **Hi-Line Road Improvements From Jackson Rd to Veterans Rd (I-Road)**
- ☐ **Anaya Road Improvements From US 281 (Cage Blvd) to Veterans Rd (I-Road)**
- ☐ **W. Las Milpas Rd. Reconstruction**
- ☐ **Downtown Pharr Lights (Polk to IH-2)**
- ☐ **Downtown Park**
- ☐ **559 FY 15 DAP-Pharr-Reynosa Intl. Br. Northbound Lane and 2nd BSIF Exit**
- ☐ **559 FY 16 DAP-Pharr-Reynosa Intl. Br. (Dock Expansion, Cold Inspection Facility, & Ag Training Center & Lab)**
- ☐ **Bridge Facility Expansion & Toll Booth Improvements.**
- ☐ **St. Jude Overflow Parking**
- ☐ **Fire Station No. 1**

Construction Phase

- ☐ **Thomas Rd. Intersection Widening**
- ☐ **Pharr Nature and Birding Center**
- ☐ **Allen & William Arnold Park**
- ☐ **Dr. Long Park**
- ☐ **Fire Station No. 4**
- ☐ **Pepe Salinas Civic Center Relocation**
- ☐ **Utility Relocation for Hike & Bike Tunnel under Veterans**
- ☐ **Moore Rd. 24" Sanitary Sewer Line Project**
- ☐ **City of Pharr Downtown Park**

DESIGN PHASE

Project Name:	PSJA Tri-City Pedestrian Safety Improvements Project
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of approximately 27,784 square yards of concrete sidewalks within the Cities of Pharr, San Juan & Alamo to make linkages to surrounding cities, schools, neighborhoods, public parks by extending sidewalks and closing gaps in service.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement. Survey for the Project is approximately 100% Complete. Design is 65% Complete
Project Name:	Pharr Pedestrian Connections
Design Engineer:	City of Pharr Engineering Department.
Description:	The Project will provide pedestrians in the City of Pharr with facility improvements that will address the needs of seniors and persons with disabilities
Status:	Staff has begun the design
Project Name:	Hi-Line Road Improvements From Jackson to Veterans
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 2.3 miles of roadway improvements from Jackson Rd to Veterans Rd.
Status:	Coordinating with TXDOT to finalize the Advance Funding Agreement and Working on the Environmental and Final Alignment Selection.

DESIGN PHASE

Project Name:	Anaya Rd. Improvements From US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Approximately 1.03 miles of roadway improvements from US 281 (Cage Blvd.) to Veterans Rd. (I-Road)
Status:	Project On-Hold
Project Name:	W. Las Milpas Rd. Reconstruction
Design Engineer:	R. Gutierrez Engineering
Description:	Reconstruction of W. Las Milpas Road
Status:	Project is currently out for bids
Project Name:	Downtown Pharr Lights (Polk to IH-2)
Design Engineer:	City of Pharr Engineering Department.
Description:	Installation of decorative street lights from Polk St. to IH-2
Status:	AEP is currently installing lights
Project Name:	Downtown Park
Design Engineer:	City of Pharr Engineering Department.
Description:	A new City Park adjacent to City Hall
Status:	Design has begun on the South side of the downtown park
Project Name:	559 FY 15 DAP- Pharr Reyonsa Intl. Br. Northbound lane and 2nd BSIF Exit
Design Engineer:	TEDSI/Half Associates
Description:	Addition on 2 northbound lanes and a 2nd BSIF Exit.
Status:	Design is at 100% completion. Currently under review by CBP, GSA, and TXDOT
Project Name:	559 FY 16 DAP- Pharr Reyonsa Intl. Br. (Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab)
Design Engineer:	Half Associates

DESIGN PHASE

Description:	Construcion of a dry Dock Expansion, Cold Inspection Facility, and Ag Training Center and Lab
Status:	Design is at 100% Completion. Under Review by GSA, CBP

DESIGN PHASE

Project Name:	Bridge Facility Expansion & Toll Booth Improvements.
Design Engineer:	The Warren Group
Description:	Renovation and Expansion of the existing Bridge Building Facility
Status:	Project has been awarded.
Project Name:	St. Jude Overflow Parking
Design Engineer:	City of Pharr Engineering Department.
Description:	Construction of an overflow parking on the property adjacent to St. Jude Catholic Church. Size of Parking lot is approximately 2 acres.
Status:	Design is complete. Staff is working with Public Works on the construction of the new parking lot.
Project Name:	Fire Station No. 1
Design Engineer:	The Warren Group
Description:	Design of a new Fire Station No. 1 located on FM 495 and Knights Dr.
Status:	Site Location has been finalized, and final design has begun

CONSTRUCTION PHASE

Project Name:	Single Machine Repaving Year 4		
Engineer	R. Gutierrez		
Contractor	Cutler Repaving Inc.		
Contract Amount	\$2,878,048	Contract Time (Days)	210
Notice to Proceed	2/4/2019	Contract Time Used:	24.76%

Description: Resurfacing of streets in downtown and southern areas.

Status: Construction is ongoing in the downtown area.

Pictures:



CONSTRUCTION PHASE

Project Name:	Pharr Nature Birding Center		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,390,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	148.52%

Description: Construction of a new park.

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Allen & William Arnonld Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$2,200,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	148.52%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Dr. Long Park		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	148.52%

Description: Construction of a new Park

Status: Construction is ongoing.

Pictures:



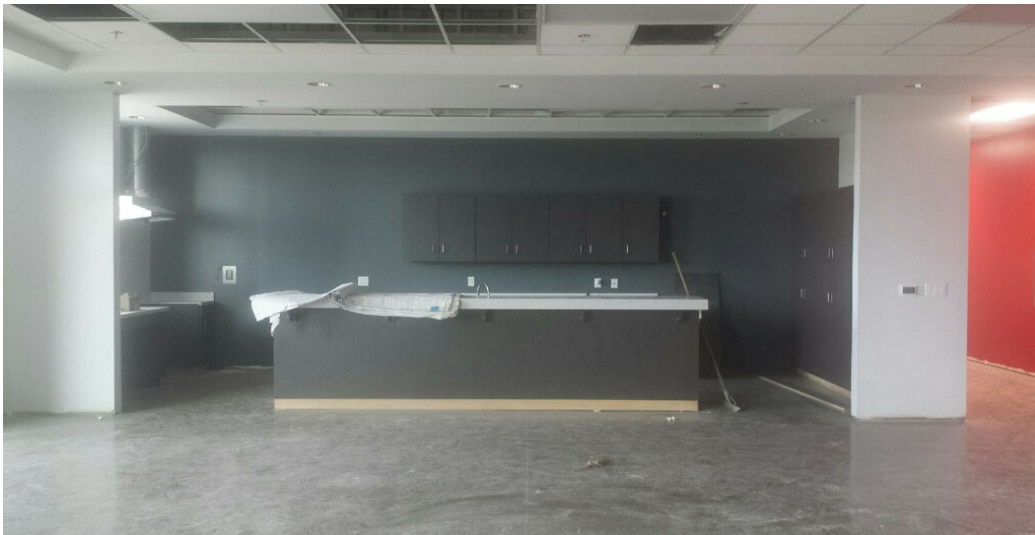
CONSTRUCTION PHASE

Project Name:	Fire Station No. 4		
Engineer	Halff Associates		
Contractor	Davila Construction		
Contract Amount	\$1,500,000	Contract Time (Days)	270
Notice to Proceed	2/20/2018	Contract Time Used:	148.52%

Description: Construction of a new Fire Station in South Pharr

Status: Construction is ongoing.

Pictures:



CONSTRUCTION PHASE

Project Name:	Renovations of Jose "Pepe" Salinas Civic Center		
Architect	Diseño		
Contractor	Davila Construction		
Contract Amount	\$3,200,000	Contract Time (Days)	240
Notice to Proceed	10/1/2018	Contract Time Used:	74.17%

Description: Renovations of an approximately 16,000 s.f. facility and construction of a new Parks Administration Building

Status: Construction is Ongoing

Pictures:



CONSTRUCTION PHASE

Project Name:	Utility Relocation for Hike & Bike Tunnel under Veterans.		
Engineer	SG&E		
Contractor	FSSI		
Contract Amount	\$304,645	Contract Time (Days)	210
Notice to Proceed	9/5/2018	Contract Time Used:	97.14%
Description: Design of a new grinder pump station to eliminate a sanitary sewer utility conflict that resulted from the proposed Hike and Bike Tunnel under I-Road			
Status: Construction is ongoing			
Pictures:			

CONSTRUCTION PHASE

Project Name:	Moore Rd. 24" Sanitary Sewer Improvements		
Engineer	In-House (Pharr Engineering Dept.)		
Contractor	Saenz Brothers Construction		
Contract Amount	\$799,288	Contract Time (Days)	60
Notice to Proceed	10/31/2018	Contract Time Used:	246.67%
Description: Construction of approximately 2,300 feet of new 24" Sanitary Sewer Line			
Status: Construction is ongoing			
Pictures:			
			
			

CONSTRUCTION PHASE

Project Name:	City of Pharr Downtown Park		
Engineer	City of Pharr		
Contractor	Davila Construction		
Contract Amount	\$300,000	Contract Time (Days)	74
Notice to Proceed	12/18/2018	Contract Time Used:	135.14%

Description: Design of a new grinder pump station to eliminate a sanitary sewer

Status: Construction is ongoing

Pictures:





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: March 25, 2019

MEETING DATE: April 1, 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 - 3/25/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Approval of Minutes for March 18, 2019 Regular Called Meeting and March 25, 2019 Special Called Meeting.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Meeting minutes for Monday, March 18, 2019 and March 25, 2019.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 3/28/2019
Final Approval - 3/28/2019

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, MARCH 18, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, March 18, 2019 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: Comm. Mario Bracamontes

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
Roland Gomez, Asst. Dev. Services Dir.
Ricardo Pedraza, Public Works Director
Jose Villescas, Public Utilities Director
Sergio Alanis, Parks & Rec. 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 4:01 p.m. Roll call established a quorum.

Comm. Guajardo **moved** to excuse the absent member. Comm. Medina 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.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NATIONAL COMMUNITY DEVELOPMENT WEEK (GMCD)

Santiago Salinas; Noel De Leon, Pharr Housing Authority Director; and Rene Cantu, Community Development Council Chairman were present to receive proclamation.

Mayor Pro Tem Carrillo read proclamation proclaiming the week of April 22-26, 2019 as National Community Development Week.

Rene Cantu stated the CDBG Program had been in place with the City of Pharr for forty-four (44) years and he was proud to be able to serve the community. He further thanked the City Commission for the recognition.

B) PROCLAMATION PROCLAIMING FAIR HOUSING MONTH (GMCD)

Mayor Pro Tem Carrillo read proclamation proclaiming the month of April 2019 as Fair Housing Month.

Noel De Leon, Pharr Housing Authority Director, accepted the proclamation on behalf of Pharr Housing Authority, the real estate community and the residents of Pharr. He acknowledged the City's support of the fair housing law and equal opportunity of housing to all its residents.

ITEM 3. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

None

B) FIRST PUBLIC HEARING: SOLICITATION OF COMMENTS ON THE MORATORIUM FOR THE ISSUANCE OF ANY NEW PERMITS FOR INDIVIDUALLY RENTED STORAGE UNITS WITHIN THE CITY OF PHARR

Mayor Pro Tem Carrillo opened the public hearing. There being no public comments, the public hearing was closed.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 4:12 pm.

ITEM 4. CITY MANAGER'S REPORTS

A) SUBMISSION OF SALES TAX COLLECTION REPORT FOR MARCH 2019

Alex Meade, City Manager, introduced the sales tax collection report for the month of March 2019 and stated the city showed an overall positive trend with an increase of 19.64% from this point last year.

B) SUBMISSION OF FEBRUARY 2019 TAX COLLECTION REPORT

Alex Meade, City Manager, introduced the tax collection report for the month of February 2019 and reported as of February 2019, the city had collected 87.83% or \$16,848,145.

C) SUBMISSION OF THE AUDITED FINANCIAL STATEMENTS FOR FY 2017-2018

Alex Meade, City Manager, introduced the audit financial statements for FY 2017-2018. He stated the city underwent a financial and internal control external audit as required by state law. The report presented was for FY 2017-2018 with an unmodified opinion or clean opinion, meaning that it was the auditor's opinion that the City's Financial Statements and component units were presented fairly, in all materials aspects and no material weaknesses were identified.

Mr. Meade further stated the report was in agenda packet and the auditors were available in the audience to answer any questions. Lastly, he stated this item would be brought back next City Commission meeting so that it could be formally accepted.

D) SUBMISSION OF QUARTERLY REPORT FOR PERIOD ENDING DECEMBER 30, 2018

Alex Meade, City Manager, introduced the submission of quarterly report for period ending December 30, 2018. He stated as part of city's fiscal transparency, the financial reports were prepared on a quarterly basis in order to maintain the citizens and City Commission informed. He further stated the report was in agenda packet and the Karla Moya, Finance Director, was available for any questions.

E) CITY EVENTS OF INTEREST

Alex Meade, City Manager, reported the City Clerk's Office will be opened for election duties on Good Friday date being April 19, 2019 from 2:00 p.m. to 5:00 p.m. Since Good Friday was not defined as a state holiday under the Government Code, a city would need to remain open for at least three (3) hours because it was the last day for a voter to hand-deliver their application for a ballot by mail.

Alex Meade, City Manager, reported a PSJA Prom Fashion Expo "A Night of Stars" event would take place on Friday, March 22, 2019 at the Pharr Events Center. He stated the event would give an opportunity for high school students to review the latest fashion and accessories for a memorable Prom Night with a special message delivered by Pharr Mayor Ambrosio Hernandez.

Alex Meade, City Manager, further reported the Miss Pharr Hub Phestival Pageant would take place on Friday, March 29, 2019 at the Pharr Events Center. He stated the event would bring an evening of fun and excitement and it will serve as the foundation for crowning our next Miss Pharr.

Alex Meade, City Manager, reminded everyone the Pharr Hub Phestival 2019 would take place on Saturday, March 30, 2019 in downtown Pharr from 2:00 p.m. to 11:30 p.m. He stated this would be a full day of family fun with an IBCA-Sanctioned Cook-off, food booths, carnival rides, hands-on nature exhibits and live music featuring Lauren Corzine, Ruby Arroyo and the Band, Sergio & Ropin' the Wind, Ruben Ramos and Tracy Lawrence. Mr. Meade stated admission to this event was free and \$5.00 after 5:00 p.m. for guests 12 and older.

Lastly, Alex Meade, City Manager, reported the Fire Department and Police Department would be having the Battle of the Badges Blood Drive on Friday, March 22, 2019 from 11:00 a.m. to 3:00 p.m. at the Pharr Police Station or at Pharr City Hall 3rd Floor, Training Room. He invited the public to join-in this lifesaving battle by donating blood and casting their ballot for either Pharr Police Department or Fire Department.

ITEM 5. CONSENT AGENDA

- A) **APPROVAL OF MINUTES FOR FEBRUARY 18, 2019 REGULAR MEETING AND MARCH 4, 2019 REGULAR MEETING (ADMINISTRATION)**
- B) **CONSIDERATION AND ACTION ON RESOLUTION AUTHORIZING THE PHARR FIRE DEPARTMENT TO APPLY FOR A HOMELAND SECURITY GRANT FY2019 STATE HOMELAND SECURITY PROGRAM (SHSP-R) FOR EQUIPMENT (FIRE)**
- C) **CONSIDERATION AND ACTION ON RESOLUTION ENTERING INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CLOSURE OF US 281 FROM OLD BUSINESS 83 TO KELLY AVE. FOR THE ANNUAL HUB PHEST ON SATURDAY, MARCH 30, 2019 FROM 12:00 A.M. TO SUNDAY APRIL 1, 2019 12:00 P.M. (PUBLIC WORKS)**
- D) **CONSIDERATION AND ACTION ON RESOLUTION EXECUTING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PSJA TRI-CITY PEDESTRIAN SAFETY IMPROVEMENTS PROJECT, CSJ: 0921-02-391 (ENGINEERING)**
- E) **CONSIDERATION AND ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS A& M ENGINEERING EXTENSION SERVICE AND THE CITY OF PHARR TO ALLOW FIREFIGHTER JESUS ROSILLO TO PARTICIPATE IN STATEWIDE DEPLOYMENTS IN URBAN SEARCH AND RESCUE ACTIVITIES (FIRE)**
- F) **CONSIDERATION AND ACTION ON REQUEST FROM ST. MARGARET CHURCH FOR POLICE ASSISTANCE FOR THE RE-ENACTMENT OF THE STATIONS OF THE CROSS PROCESSION ON FRIDAY, APRIL 19, 2019 FROM 1:00 P.M. TO 3:00 P.M. (ADMINISTRATION)**
- G) **CONSIDERATION AND ACTION ON DEVELOPMENT SERVICES CASES:**
 - 1. **FUERA DE LUGAR, LLC, D/B/A FUERA DE LUGAR RESTAURANT, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS .071 OF AN ACRE TRACT OF LAND, MORE OR LESS, OUT OF PLAZA SPORTS CENTER PHASE 1 LOT 1 SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1101 EAST NOLANA LOOP. CUP#150101**
 - 2. **PARADISE BAR AND GRILL LLC, DBA CANTINA BAR AND GRILL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED**

AS BEING LOT 187, VALLE DE LA PRIMAVERA SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 6905 SOUTH JACKSON ROAD. CUP#170209

- 3. LINFIELD, HUNTER & JUNIUS, INC., REPRESENTING GORDON AND CATHERINE JENKINS FAMILY LTD. PARTNERSHIP, REQUESTED A CHANGE OF ZONE FROM AGRICULTURAL AND/OR OPEN SPACE DISTRICT (A-O) TO GENERAL BUSINESS DISTRICT (C). THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 1.589 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 96, KELLY-PHARR TRACT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS PHYSICALLY LOCATED 1500-1600 BLOCK OF EAST MINNESOTA ROAD. COZ#190213**

PLATS:

- 1. DANNENBAUM ENGINEERING COMPANY, REPRESENTING CHARLES D. MULLER, REQUESTED PRELIMINARY AND FINAL PLAT APPROVAL OF THE PROPOSED RE-PLAT OF CENTER ON RIDGE ROAD PHASE I SUBDIVISION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING A 2.892 ACRE TRACT OF LAND, CONSISTING OF ALL OF LOTS 1 AND 2, CENTER ON RIDGE ROAD PHASE 1 SUBDIVISION AND 0.731 ACRES OUT OF A PORTION OF LOT 203, KELLY-PHARR SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY IS LOCATED WITHIN THE 400 BLOCK OF WEST RIDGE ROAD. SUB#181033**

Alex Meade, City Manager, introduced the item.

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

Ordinance No. O-2019-04 and Resolution Nos. R-2019-11, R-2019-12, and R-2019-13 are filed with the City Clerk's Office

ITEM REGULAR AGENDA - OPEN SESSION

ITEM 6. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE RENAMING PUBLIC ROADWAY FROM RANCHO BLANCO ROAD TO JAVELINA DRIVE (2ND READING) (DEVELOPMENT SERVICES)**

Alex Meade, City Manager, introduced the item.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING JUDGES, ALTERNATE JUDGES, AND EARLY VOTING BALLOT BOARD JUDGE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2019 (ADMINISTRATION)

Alex Meade, City Manager, introduced the item and called upon Hilda Pedraza, City Clerk.

Hilda Pedraza, City Clerk, went over the names of individuals interested in serving as Judges in addition to the names listed in the packet. The Presiding Judge for Precincts 61, 116 and 240 would be Maria Del Rosario Martinez and the Alternate would be Gilda Rodriguez and for Precincts 5, 122, 137, 146, and 227 the Presiding Judge would be Carmen Matamoros and Alternate Judge Leticia Chavez. In addition, she stated Ruben Rosales was interested in serving as Judge for the Early Voting Ballot Board.

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

Ordinance No. O-2019-05 is filed with the City Clerk's Office.

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

Alex Meade, City Manager, introduced the item and stated due to the passing of Oralia Rodriguez, a member needed to be appointed to fill the vacancy.

Comm. Medina **moved** to appoint Alma Caso to the Parks and Recreation Advisory Board. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-14 is filed with the City Clerk's Office.

D) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE GOLF COURSE ADVISORY BOARD (PARKS)

Alex Meade, City Manager, introduced the item and stated due to the passing of board member Eliseo Avendano, a board member needed to be appointed to fill the vacancy.

Comm. Guajardo **moved** to appoint Mario Lizcano to the Golf Course Advisory Board. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-15 is filed with the City Clerk's Office.

E) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING TWO (2) MEMBERS TO THE COMMUNITY DEVELOPMENT COUNCIL (GMCD)

Alex Meade, City Manager, introduced the item and stated Mr. Rafael Rivera had resigned and Sally Saucedo had not been attending the meetings. He stated staff recommended Romeo Robles (At-Large) and Trinidad Z. Suchil (CT 213).

Comm. Carrillo **moved** to appoint Romeo Robles and Trinidad Z. Suchil to the Community Development Council. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-16 is filed with the City Clerk's Office.

F) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION SUPPORTING THE 911 SAVES ACT (SUPPORTING ACCURATE VIEW OF EMERGENCY SERVICES ACT OF 2019) (COMMUNICATIONS)

Alex Meade, City Manager, introduced the item and recommended approval.

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

Resolution No. R-2019-17 is filed with the City Clerk's Office.

ITEM 7. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, DECLARING/RATIFYING AMNESTY PERIOD FOR FAILURE TO APPEAR AND WARRANT CHARGES FROM MARCH 11, 2019 TO APRIL 30, 2019 (MUNICIPAL COURT)

Alex Meade, City Manager, introduced the item and recommended approval.

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

- B) CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER NO. 1 AND ACCEPTANCE OF THE CITY OF PHARR ELDORA ELEVATED STORAGE TANK IMPROVEMENTS PROJECT AS COMPLETE AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$124,249.85 (PROJECT #1617-02-582-0002) (ENGINEERING)**

Alex Meade, City Manager, introduced the item and recommended approval.

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

- C) CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER NO.1 AND ACCEPTANCE OF THE CITY OF PHARR MANHOLE REHABILITATION PROJECT AS COMPLETE AND AUTHORIZATION TO RELEASE FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$97,283.35 (PROJECT #1718-61-587-C011-116) (ENGINEERING)**

Alex Meade, City Manager, introduced the item and recommended approval.

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

- D) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE SINGLE MACHINE REPAVING PROJECT YEAR 4 (PROJECT NO. 1819-01-528-C006-241) (ENGINEERING)**

Alex Meade, City Manager, introduced the item and briefly explained the change order was for repaving a portion of East Minnesota Road. He stated this would be an increase to the contract amount, but the project would remain within the approved budget of \$3.2 Million for the Single Machine Repaving Project – Year 4. He further recommended approval.

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

- E) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR ADDITIONAL SIDEWALK IMPROVEMENTS WITHIN THE WITTEN PARK, IN ORDER TO COMPLY WITH ADA REQUIREMENTS FOR THE PHARR SPORTS COMPLEX AND WITTEN PARK DUGOUT IMPROVEMENTS PROJECT (PROJECT #1718-40-510-C008-161) (ENGINEERING)**

Alex Meade, City Manager, introduced the item and recommended approval.

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

F) CONSIDERATION AND ACTION, IF ANY, ON CHANGE ORDER NO. 1 FOR THE PURCHASE AND INSTALLATION OF THE SHADE STRUCTURES FOR THE PHARR AQUATIC CENTER (PROJECT #1819-01-522-P001-001; BB CONTRACT #512-16) (PARKS)

Alex Meade, City Manager, introduced the item and recommended approval.

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

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PURCHASE OF TWELVE (12) MOTOROLA P-25 RADIOS FROM MOTOROLA SOLUTIONS INC. THROUGH H-GAC CONTRACT # RA05-18 (PROJECT # 1819-01-515-P014-002) (FIRE)

Alex Meade, City Manager, introduced the item and stated the old radios needed to be replaced and recommended approval.

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

B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PURCHASE OF SIXTEEN (16) P-25 HARRIS RADIOS FROM DAILEY-WELLS COMMUNICATIONS THROUGH H-GAC CONTRACT # RA05-18A (PROJECT # 1819-01-515-1013-002) (FIRE)

Alex Meade, City Manager, introduced the item and recommended approval.

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

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE PURCHASE OF TEN (10) PANASONIC MOBILE DATA TERMINALS (MDT) FOR PHARR POLICE DEPARTMENT UTILIZING CO-OP DIR-TSO-4025 CONTRACT (POLICE)

Alex Meade, City Manager, introduced the item and recommended approval.

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

Mayor Hernandez asked staff if the Police Department was up-to-date on their handguns and technology equipment.

Jose Luengo, Police Chief, stated they were currently working on a 3-year technology program and were working on replacing some of this equipment and handguns as well.

ITEM 9. CONTRACTS/AGREEMENTS

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO TERMINATE INTERLOCAL AGREEMENT WITH CITY OF MCALLEN AS HOST FOR RADIO ANTENNAS (PROJECT #1819-01-525-IPQ041-001) (COMMUNICATIONS)

Alex Meade, City Manager, introduced the item and explained an Interlocal Agreement with the City of McAllen was in place to host three (3) antennas at the bluebonnet tower. However, he stated the city needed the spaces for its equipment and stated the McAllen would be obtaining an Interlocal Agreement with the tower owner directly.

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

B) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR PROJECT 1 ON THE HVAC REPLACEMENT PROJECT (PROJECT NO. 1819-01-522-C008-294) (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated formal bids were opened on March 7, 2019 with four (4) respondents to the solicitation. The bids ranged from \$468,950 to \$647,738 and stated staff recommended awarding the contract to the lowest responsive bidder JC Air, LLC.

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

C) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF SERVICE CONTRACT FOR THE HUD CDBG FIVE (5) YEAR CONSOLIDATED PLAN OF

GOALS FOR HOUSING AND COMMUNITY DEVELOPMENT. (PROJECT #1819-30-526-S023-245) (GMCD)

Alex Meade, City Manager, introduced the item and stated the City of Pharr was required to develop and submit a five (5) year consolidated plan and strategy. He stated the plan would provide the basis for the City's projected use of the entitlement monies within the community and the assistance of a consultant in order to complete the plan was required. He added consultants were standard for entitlement cities and stated staff recommended to award the contract to Cloudburst Consulting Group, Inc. for a contract amount of \$24,996.

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

D) CONSIDERATION AND ACTION, IF ANY, ON RATIFICATION OF AWARD A CONTRACT TO SOUTHERN TRENCHLESS SOLUTIONS LLC THROUGH THE BUYBOARD CONTRACT #555-18 FOR THE CITY OF PHARR-INTERNATIONAL BRIDGE CONCRETE REHABILITATION PHASE I & II (ENGINEERING)

Alex Meade, City Manager, introduced the item and briefly stated phase I was in the amount of \$45,030 and phase II was for an additional \$45,030 for a total project cost of \$90,060. He further recommended approval.

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

Mayor Hernandez asked staff if this was part of ongoing maintenance or if there was something we were addressing. Omar Anzaldúa, City Engineer, stated this was for maintenance.

E) CONSIDERATION AND ACTION, IF ANY, MEMORANDUM OF UNDERSTANDING WITH SOUTH TEXAS COLLEGE FOR POLICE ACADEMY/BASIC PEACE OFFICER CERTIFICATION (POLICE)

Alex Meade, City Manager, introduced the item and recommended approval.

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

Mayor Hernandez asked staff if this was free to Pharr police officers and what the terms were.

Jose Luengo, Police Chief, stated South Texas College and Regional Center and the City of Pharr were trying to regionalize the police academy in form of sponsorship and provide licensing and instructors for anyone in the public who may want to attend South Texas College and become a police officer.

F) CONSIDERATION AND ACTION, IF ANY, AMENDING DESIGN-BUILD CONTRACT BUDGET WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FOR VARIOUS STRUCTURAL DESIGN ELEMENTS OF THE DOWNTOWN GATEWAY AND LIGHTING IMPROVEMENTS (ENGINEERING)

Alex Meade, City Manager, introduced the item and stated staff was requesting authorization to amend the design-build contract budget for the Gateway and Lighting Improvements to Downtown Pharr in order to meet project schedule requirements. He stated the original estimated budget was \$400,000 and due to increases in material costs the revised budget was \$519,635. He further recommended approval.

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

Mayor Hernandez asked staff if there was a timeframe for the work to be completed. Omar Anzaldua, City Engineer, stated approximately ninety (90) days once contract was executed. Mayor Hernandez requested that project schematics be displayed for public viewing.

ITEM 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

None

ITEM 11. RECONVENE

None

ITEM 12. ADJOURNMENT

MINUTES: REGULAR MEETING
MARCH 18, 2019

There being no other business to come before the board, Comm. Carrillo **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:25 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

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

ON THIS THE 18th DAY OF MARCH 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

**MINUTES
BOARD OF COMMISSIONERS
SPECIAL CALLED MEETING
MONDAY, MARCH 25, 2019
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Special Called Meeting on Monday, March 25, 2019 and following is the record of attendance.

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

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Omar Anzaldúa, City Engineer
Gary Rodriguez, Events Ctr. Director
Karla Moya, Finance Director
Anali Alanis, HR Director
Marissa Hernandez, Municipal Court 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
Jose Pena, I.T. Director
Luis Bazan, Bridge Director

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Pro-Tem Carrillo called the meeting to order at 4:05 p.m. Roll call established a quorum.

ITEM 2. ORDINANCES/RESOLUTIONS

A) CONSIDERATION AND ACTION, ON ORDINANCE FOR A MORATORIUM ON THE ISSUANCE OF ANY PERMITS FOR INDIVIDUALLY RENTED STORAGE UNITS WITHIN THE CITY OF PHARR (1ST READING) (DEVELOPMENT SERVICES)

Ed Wylie, Deputy City Manager, introduced the item.

Mayor Hernandez entered the meeting at this point of the agenda. The time being 4:06 pm.

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

B) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE APPOINTING ALTERNATE JUDGE FOR PRECINCT NOS. 61, 116, AND 240 (PHARR HOUSING AUTHORITY) FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2019 (ADOPTION ON ONE READING) (ADMINISTRATION)

Ed Wylie, Deputy City Manager, introduced the item.

Comm. Guajardo **moved** to appoint Ismelda Garcia as Alternate Judge. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Ordinance No. O-2019-06 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ONE (1) MEMBER TO THE PARKS & RECREATION COMMITTEE (ADMINISTRATION)

Ed Wylie, Deputy City Manager, introduced the item.

Comm. Caballero **moved** to appoint Isaac Smith to the Parks and Recreation Committee. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2019-18 is filed with the City Clerk's Office.

ITEM 3. ADMINISTRATIVE

- A) CONSIDERATION AND ACTION, IF ANY, ON RATIFICATION OF ACTIONS TAKEN TO TERMINATE THE SUPPLY CONTRACT WITH IOC COMPANY, LLC FOR THE PURCHASE AND DELIVERY STONE AGGREGATE (PROJECT #1718-40-510-SP006-073) (PUBLIC WORKS)**

Ed Wylie, Deputy City Manager, introduced the item and briefly stated the materials delivered did not meet the required specifications therefore staff recommended to terminate the contract with the vendor.

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

- B) CONSIDERATION AND ACTION, IF ANY, ACCEPTING THE CITY OF PHARR AUDITED FINANCIAL STATEMENTS FOR FY ENDING 2017-2018 (FINANCE)**

Ed Wylie, Deputy City Manager, introduced the item and recommended approval.

Comm. Carrillo **moved** to accept the City of Pharr Audited Financial Statements for FY ending 2017-2018. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

ITEM 4. CONTRACTS/AGREEMENTS

- A) CONSIDERATION AND ACTION, IF ANY, ON AWARD OF CONTRACT FOR THE CONCRETE PAVING IMPROVEMENTS W. ZARAGOZA AND S. SUGAR ROAD PROJECT (PROJECT NO. 1819-86-510-C010-202) (ENGINEERING)**

Ed Wylie introduced the item and stated formal bids were opened on March 21, 2019 with nine (9) respondents. He further recommended to award the contract to the lowest bidder, RDH Site & Concrete, LLC in the amount of \$642,100.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE AND ENTER CONTRACT WITH THE 2ND LOW BIDDER BORDER PACIFIC RAILROAD COMPANY OF RIO GRANDE CITY FOR THE SUPPLY CONTRACT FOR THE PURCHASE & DELIVERY OF STONE AGGREGATE (PROJECT #1819-40-510-SP002-073) (PUBLIC WORKS)**

MINUTES: SPECIAL CALLED MEETING
MARCH 25, 2019

Ed Wylie, Deputy City Manager, introduced the item and stated the unit price was \$22.20 per ton and recommended approval.

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

ITEM 5. 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 6. RECONVENE

None.

ITEM 7. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Guajardo seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 4:09 p.m.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 25th DAY OF MARCH 2019 the Board of Commissioners of the City of Pharr, Texas convened in a **SPECIAL CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

MINUTES: SPECIAL CALLED MEETING
MARCH 25, 2019

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Leonardo Perez, Fire Chief

DEPARTMENT: Fire

DIRECTOR:

Agenda Item: Consideration and action on Resolution authorizing the Pharr Fire Department to apply for a FEMA Assistance to Firefighters Grant for Staffing Adequate Fire and Emergency Response (SAFER) Program.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Current we have adequate staffing to man all 4 new stations to respond to emergencies in our City. The problem arises when this personnel take any type of leave i.e. annual, sick, injury on duty, FMLA, etc. We have no one to cover those positions other than through overtime which can become a problem when personnel work too many hours and start to decline it for safety reasons. The personnel being asked for will help alleviate this problem.

Financial Consideration: This is a federal grant program through FEMA that covers the cost of the hired firefighters by 75% the 1st year, 75% the 2nd year, and 35% the 3rd year.

Staff Recommendation: Staff recommends this item for approval. The Grant would cover the cost of these firefighters by 75% the 1st year, 75% the 2nd, and 35% the third to hire them.

Alternatives:

ROUTING:

Leonardo Perez
Leonardo Perez
Patricia Rigney
Karla Moya

Created/Initiated - 3/26/2019
Approved - 3/26/2019
Approved - 3/26/2019
Approved - 3/27/2019

City Management Office

Final Approval - 3/28/2019

RESOLUTION NO. R-2019_____

**US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)/Grant Programs
Directorate (GPD), FY 2018 Assistance to Firefighters Grants (AFG)
(CFDA) Number 97.044**

WHEREAS, on March 21, 2019, the City of Pharr submitted an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency ("FEMA") for its 2018 Staffing for Adequate Fire and Emergency Response ("SAFER") grant, seeking funding to assist with hiring Twelve (12) new firefighters; and

WHEREAS, the goal of the grant program is to assist local fire departments with staffing and deployment capabilities to respond to emergencies, assuring communities have adequate protection from fire and fire-related hazards, and;

WHEREAS, the total project cost for three years is **\$1,967,832** and the **(Federal share \$1,213,497), (City's matching share \$754,335)**; and

WHEREAS, for each of the new Twelve (12) firefighters to be hired, the grant will fund 75% of the salary and benefits for the first two years and fund 35% in the final year of the award; and

WHEREAS, also, assist Pharr Fire Departments citywide to meet the minimum staffing as defined in National Fire Protection Agency (NFPA) 1710 and 1720, as well as OSHA Respiratory standard 29 CFR 1910.134(g)(4)(ii), and;

WHEREAS, the City of Pharr understands that the SAFER grant requires grantees to maintain their staffing level and incur no lay-offs during the three (3) year-period of performance of the award.

WHEREAS, the City of Pharr has a clear understanding of the long-term obligations of the SAFER grant and that, if awarded, the City of Pharr is committed to fulfilling those requirements upon acceptance of the award.

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

NOW, THEREFORE, BE IT RESOLVED that The City of Pharr City Commission approves submission of the grant application for the Pharr Fire Department SAFER Project for the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD), FY 2018 Assistance to Firefighters Grants (AFG)

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS,
THIS _____DAY OF APRIL, 2019.

Grant Number:

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Secretary

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

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the __day of April 2019, ad.

(Resolution no. _____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____day of April 2019, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action on Resolution authorizing the Pharr Police Department to submit an application to the Office of the Attorney General for Victim Coordinator and Liaison Grant. (Application # 2020-00156)

Classification: Consent

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

Exclude Material from Public Packet? No

Reason: N/A

Issue:

Who: Pharr Police Department and the Office of the Attorney General

What: Approval of resolution to apply for grant

Where: Pharr, TX

When: Application needs to be submitted with approved resolution by April 12, 2019.

Why: The resolution will allow the Pharr Police Department to continue to deliver services for victims of crime.

Financial Consideration:

Staff Recommendation: I recommend approval

Alternatives: The alternative is not to approve the resolution and not apply for grant.

ROUTING:

Jose Luengo

Raul Garza

Karla Moya

Created/Initiated - 3/28/2019

Approved - 3/28/2019

Approved - 3/28/2019

City Management Office

Final Approval - 3/28/2019

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 11:59 P.M. CDT, FRIDAY, APRIL 12, 2019, OR THE APPLICATION WILL NOT BE CONSIDERED.

INSTRUCTIONS: Select the grant program in Section 1 below and submit this signed document with the Application.

LEGAL NAME OF APPLICANT: City of Pharr Police Department

REFERENCE ID NUMBER: 2020-00156

1. THIS APPLICATION IS FOR (initial one):

- ☐ Other Victim Assistance Grant (OVAG)
☒ Victim Coordinator and Liaison Grant (VCLG)

2. TRUE AND CORRECT INFORMATION. The undersigned certifies that the information contained in this Application is true and correct to the best of his or her knowledge.

3. OAG CERTIFICATIONS AND ASSURANCES. The undersigned has read and understands the Certifications and Assurances contained in the Application Kit.

4. DEADLINES AND SUBMISSION OF APPLICATION. The undersigned understands that the deadline for submission is 11:59 p.m. CDT, Friday, April 12, 2019, and that to meet the deadline, the Applicant must finalize and upload all applicable documents as required in the Application Kit. The undersigned further acknowledges that:

- It is the Applicant's responsibility to submit the Application to the OAG in the specified manner and by the specified date and time
- Applications submitted in other formats will not be accepted
- The OAG accepts no responsibility for delays in electronic submission delivery
- Late Applications will not be considered under any circumstance

5. RESOLUTION OF GOVERNING BODY. The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Texas Open Meetings Act or other requirements prevent the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

6. JOB DESCRIPTIONS FOR EACH REQUESTED POSITION. The undersigned understands that the most recent job description for each position requested in the proposed budget must be submitted with the Application. Missing job descriptions may impact the Applicant's score.

7. SUPPORT DOCUMENT(S) The undersigned understands that the most recent Support Document(s) as defined under General Definitions must be submitted with the Application.

Authorized Official Signature

Ambrosio "Amos" Hernandez
Authorized Official Printed Name

MAYOR
Title

Date

CITY OF PHARR POLICE DEPARTMENT

RESOLUTION OF GOVERNING BODY—REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 11:59 P.M. CDT, FRIDAY, APRIL 12, 2019. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENT THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

LEGAL NAME OF APPLICANT: City of Pharr Police Department

UNIQUE APPLICATION NUMBER (if applicable): 2020-00156

Be it known as follows:

WHEREAS, the City of Pharr Police Department, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General (OAG) for the following grant program (initial one):

☐ Other Victim Assistance Grant (OVAG)
☒ Victim Coordinator and Liaison Grant (VCLG)

WHEREAS, the City of Pharr Police Department, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the City of Pharr Police Department, [Name of Applicant] has designated or wishes to designate the following individual as the “Authorized Official” who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as “Authorized Official”: Alex Meade

Position Title: CITY MANAGER

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, as well as the designation of the Authorized Official.

Signature

Alex Meade

Printed Name

Date



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Daniel Ramirez, Communications
Director/Deputy EMC

DEPARTMENT: Communications

DIRECTOR:

Agenda Item: Consideration and action on Addendum and Amended Escrow Agreement with Lone Star National Bank for the Public Safety Communications Building.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: This is the addendum and amendment to the previously approved re-allocation of funds for the Public Safety Communications Building from the Certificate of Obligation 2017 Series. City Commission meeting Nov 5, 2018

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Daniel Ramirez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 3/28/2019
Approved - 3/28/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

AMENDED AND RESTATED ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is made and entered into as of March 13, 2019 (the “**Effective Date**”), by and among Lone Star National Bank, a National banking association (“**Seller**”), City of Pharr, a Texas municipal corporation (“**Purchaser**”), and Valley Land Title Co. (“**Escrow Agent**”).

RECITALS:

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement between Seller and Purchaser, dated January 4, 2018 (the “**Purchase Agreement**”), Seller agreed to sell and Purchaser agreed to purchase that certain parcel of land comprised of approximately 2.68 acres located in the City of Pharr, Texas, as more particularly described in the Purchase Agreement;

WHEREAS, pursuant to Section II A. (c) of the Purchase Agreement, the parties had agreed that a sum equal to ONE MILLION ONE HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY-EIGHT AND NO/100THS DOLLARS (\$1,110,558.00) out of the Total Price for the estimated cost of “**Seller’s Work**” would be withheld from the Purchase Price at the Closing (as such terms are defined in the Purchase Agreement) and placed in an escrow account administered by Escrow Agent;

WHEREAS, pursuant to the terms of that certain Addendum to Purchase and Sale Agreement, the parties have agreed that the total cost of “**Seller’s Work**” in Section II A. (c) of the Purchase Agreement is ONE MILLION SEVEN HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED TWENTY-FOUR AND 85/100THS DOLLARS (\$1,789,824.85) which *work* is described in Exhibits “1” and “2”, both of which are attached hereto and incorporated herein thereby increasing the total amount of “**Seller’s Work**” by the sum of SIX HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED SIXTY-SIX AND 85/100THS DOLLARS (\$679,266.85);

WHEREAS, the parties hereby agree that the additional sum of SIX HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED SIXTY-SIX AND 85/100THS DOLLARS (\$679,266.85), shall be paid and deposited by Purchaser into the current escrow account established by the parties hereto in connection with that certain original Escrow Agreement dated April 2, 2018;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and among the parties hereto as follows:

1. **Continued Appointment of Escrow Agent and Deposit of Additional Escrowed Funds.** As of the date hereof, the sum of \$679,266.85 (“the “**Additional Escrowed Funds**”) has been deposited by Purchaser with Escrow Agent. Purchaser and Seller therefore continue to appoint Escrow Agent to hold and release the Escrowed Funds in accordance with the provisions of this Amended and Restated Escrow Agreement and the Escrow Agreement dated April 2, 2018. Escrow Agent hereby accepts such appointment upon the terms and conditions set forth in this Amended and Restated Escrow Agreement and the Escrow Agreement dated April 2, 2018. Furthermore, the parties agree that all other terms, requirements and provisions of the Escrow Agreement dated April 2, 2018, shall remain and continue in full force and effect and shall

terminate upon the earlier of (i) when all funds have been disbursed upon the completion of the Seller's Work described now in Exhibit "1" or (ii) April 2, 2020 ("Extended Term").

2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which may be deemed an original, and all of which taken together shall constitute one and the same agreement.

3. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

LONE STAR NATIONAL BANK,
a National banking association

By: 
Name: S. David Deanda, Jr.
Title: President

PURCHASER:

CITY OF PHARR,
a Texas municipal corporation

By: _____
Name: Ambrosio Hernandez
Title: Mayor

ESCROW AGENT:

VALLEY LAND TITLE CO.

By: _____
Name: Mary Barrientos
Title: Sr. Escrow Officer

Exhibit "1"

Page 1 of 3

September 5, 2013

City of Pharr
Pharr, Texas

Re: City of Pharr Emergency Center, Pharr, Texas

Specifications for site work, remodel and new building to include:

1. Architectural and Engineering plans
2. Site work includes demolition of concrete and asphalt, caliche subgrade and asphalt parking; new sidewalks, curb & gutter; remove and haul off existing dirt and place and compact building pad with select fill.
3. Termite treatment for proposed slab.
4. Concrete building slab and drive through slab to be 3000 psi with steel reinforcement and saw cuts to reduce shrinkage cracks as specified per plans.
5. Demolition and haul off of ceiling, concrete walls, brick columns, cabinets, interior walls and carpet, doors removal included.
6. 8' Chain link fence with electric gate operators, block columns.
7. Structural steel on new structure at SE corner.
8. Exterior walls to be 8" structural block with steel reinforcement within the block in new construction
9. Interior walls to be 3-5/8" (25ga) metal stud interior partitions. Ceiling heights as noted on ceiling plan. Sound walls where indicated on plans with 2 layers of gypsum board, green glue between them and R-13 insulation.
10. Sheetrock to be 5/8" fire code sheetrock throughout.
11. Insulation is to be R-11 for interior and perimeter walls.
12. Ceiling insulation is R-19 at suspended ceiling tile areas.
13. Ceilings to be 2' x 4' white grid system ceiling tile, except for rooms 012 (data center room) and 019 (equipment storage) which are hard ceiling roofs: restroom ceilings with R-19 insulation
14. Thermoplastic Polyolefin (TPO) at roof over 3" ISO board insulation with metal cap, scuppers, and cast iron drain outlets.
15. Exterior finish, where indicated, is Synergy synthetic stucco system or approved equal and is to be applied directly on the block or exterior sheathing; stucco columns at fence and fine finish.
16. Paint wall finishes include taped, floated, textured with orange peel, and painted with Sherwin Williams eggshell paint or approved equal in one color. No accent walls are included.

Continued

Exhibit "1"

Page 2 of 3

City of Pharr Emergency Center
Pharr, Texas
Page 2

17. 1 color radiant window (5' x 3'). Interior doors to be 8 ft. high, solid core laminate doors, hollow metal frames with door accessories, and cylindrical lever locksets.
18. 38 Ton 2 Stage-Dehumidify Control and 6 Inert Equipment Split Systems according to MEP Plans and client's request; including new ducts and units, demo of existing system included.
19. Light poles and bases, transformer and generators pads, demo, boring under existing parking lot, all new electric lines, lighting controls, equipment connections, fixtures (including LED lighting) and gear—generators & transfer switch installation only—according to MEP Plans and client's request, wall packs on exterior walls, telephone, TV, and cable conduits; 4-4" future conduits from janitor room to 911 room, power for gates; stub-outs for fire alarms; and prep for building signs.
20. Fire sprinkler system with 4" FDC underground fire line; FM 200 sealing at Data center room (012), Radio room (004) and 911 equipment storage room (029).
21. Plumbing fixtures with allowance; ADA compliant at public restrooms; including police station restroom.
22. Ceramic tile flooring throughout the building except for the following rooms that will have carpet installed: Conf/Op Center, EM Director, PSJA ISD Security, Paystation, Safe Room, 911 Room and Offices 1 to 3; Data Center. Exposed concrete flooring in rooms: 012, 013, 017, 027 and 034.
23. Ceramic tile wall 48" high wainscot with allowance at the restrooms and up to 8' at showers.
24. Hardware with allowance to include restroom accessories which consist of paper towel dispensers, toilet paper dispensers, soap dispensers, and toilet partitions.
25. Granite counters in restrooms with allowance.
26. Landscape with an allowance.
27. Workmen's compensation and general liability insurance.
28. All permits, inspections, and temporary utilities.
29. Construction dumpster, clean up on a timely manner, and final clean up.
30. By owner:
 - Furniture, Signs, Equipment, generators and transfer switch, 6" Elevated surfaces on rooms 005, 006 and 012 according to plans.

Exhibit "1"

Page 3 of 3

Continued

City of Pharr Emergency Center
Pharr, TX
Page 3

Allowances:

1. Ceramic tile walls (material) \$ 3.00 sq.ft.
2. Ceramic tile floor (material) \$ 1.50 sq.ft.
3. Granite counter (installed) \$ 35.00 sq.ft.
4. Hardware (installed) \$ 7,056.00
5. Plumbing Fixtures \$ 7,690.00
6. Landscaping \$ 25,000.00

Original Total Cost of the Building Construction and Remodel \$ 1,110,558.00

Electrical (Light poles and bases, transformer and generators pads, demo, boring under existing parking lot, all new electric lines, lighting controls, equipment connections, fixture and gear –generators & transfer switch installation only- according to MEP Plans)

..... \$ 285,750.00

Mechanical (38 Ton 2 Stage-Dehumidity Control and 6 Liebert Equipment Split Systems according to MEP Plans).....\$ 280,849.00

Interior Doors (2 additional doors)..... \$ 5,466.20

Hardware (additional).....\$ 3,036.00

Engineering Fees (on original proposal was done by owner)

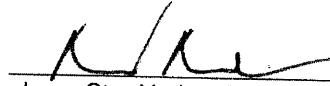
.....\$ 35,000.00

Revised with Engineering Total Cost of the Building Construction and Remodel
\$ 1,720,660.00

* Price does not include signage, points, or interim interest. Signed change orders are required for items not shown on the plans and proposal. Changes need to be provided in writing to the job superintendent and the project manager. Client will take possession of the new office/building upon completion of clients punch list, and finalizing of the closing statement. During this time insurance coverage must be provided for the building and its contents. Roof penetrations must be coordinated thru Cantu Construction personnel for adequate roof sealing procedures. I understand the proposal and floor plans and there is no verbal agreement of any kind.



City of Pharr



Lone Star National Bank

Exhibit "2"



December 18 2018

PHARR EMERGENCY CENTER
BLOCK FENCE WITH COLUMNS CHANGE ORDER
528 LN FT FENCE

PHARR EMERGENCY CENTER		
CODE	ITEM	AMOUNT
701	CONCRETE LABOR (FOOTING)	\$ 4,000.00
601	CONCRETE MATERIAL	\$ 4,113.00
2802	BLOCK MATERIAL	\$ 22,695.20
2801	BLOCK LABOR	\$ 17,700.00
3301	PAINT	\$ 8,824.00
1210	STEEL FENCE (UPPER SECTION)	\$ 16,650.00
	CREDIT (CHAIN LINK FENCE)	\$ 13,838.85
TOTAL WITHOUT BUILDERS FEE		\$ 60,143.35
BUILDERS FEE 15%		\$ 9,021.50
TOTAL		\$ 69,164.85



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Adolfo Garcia, Library Director

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action authorizing City Manager to enter into a one-year contract with SmartCom Solution for internet services at the Pharr Memorial Library.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr Memorial Library utilizes the federal E-rate program to provide high speed internet service to library patrons. The E-rate program provides an opportunity for Internet Service Providers (ISP) to submit proposals to the library for high speed internet services on a yearly basis. This year 4 companies submitted proposals for the internet services. Internet contract services run from July 1, 2019 to June 30, 2020 as per E-rate funding cycle. After E-rate's approved discount, the library only pays 10% of the monthly cost of service.

	<u>Recurring Cost</u>	<u>TERM</u>	<u>SPEED</u>
Cytranet Telecommunications			
\$1,515.00/month		36 Month term	1 Gbps
\$550			Installation
Point-to-point (DRC connection)		\$1,900.00/month	36 Month
term 1 Gbps			
\$550 Installation			
Proficient Telecom	\$1879/ month	36 Month term	1 Gbps
Point-to-point		(DRC	connection)
Quote	not	provided	1 Gbps

ATT \$4809/month 12 Month term 1 Gbps
Point-to-point (DRC connection)
\$1661.80/month 24/36 Month term 1Gbps

SmartCom \$699.00/month 12 Month term 1 Gbps
Point-to-point (DRC connection)
\$549/month 36 Month term 1Gbps
(Under contract until June 30, 2021)

Financial Consideration: Funds are available through the library's communication budget.

Library only pays 10% of monthly service with the approval of Erate funding.

Staff Recommendation: Recommend the contract with SmartCom because it is the lowest complete quote for service to both locations.

Alternatives:

ROUTING:

Adolfo Garcia	Created/Initiated - 3/28/2019
Jose Pena	Approved - 3/28/2019
Patricia Rigney	Approved - 3/28/2019
Karla Moya	Approved - 3/28/2019
City Management Office	Final Approval - 3/28/2019



CYTRANET

CONNECTING TODAY, EMPOWERING TOMORROW

YOUR CUSTOM PROPOSAL

1400 Montlimar Drive
Suite A
Mobile, Alabama 36609
Tel: 251-308-5000
Fax: 251-308-1333
www.cytranet.com
info@cytranet.com



Cytranet is honored to be given the opportunity to present this proposal to your organization. We have reviewed and accept all the terms and conditions of the request.

Cytranet is in the business of making connections. We recognize the value of matching the right people with the right company, and we take the same approach with our communication service. There are many companies that can provide a dial-tone, but we believe that you deserve a partner that takes your agency as seriously as you do, and that starts with the right connection.

Having read and evaluated your Request for Proposal, we are confident that Cytranet cannot only meet your requirements but also exceed your expectations in multiple areas — ranging from communication infrastructure and carrier-grade quality of service to technical support and customer service. We call it Amazing Support and we look forward to delivering it to you.

We started this company to provide what we call Amazing Support to our customers, and we have spent the last ten years building a culture around that concept. We knew early on that the only way to become a leader in the Unified Communications industry is to provide the best service possible to our customers. Technical innovation features, and ancillary services are very important in this industry, and we devote a large amount of resources to R & D. We believe that innovation within the service part of our organization is equally as important. In fact, by applying the concept of Amazing Support to all parts of the business, we have been able to create a company that puts the needs of our customers ahead of anything else.

Naturally, Amazing Support means that our customer service and support departments are second to none. But we take Amazing Support much further than that. In our Infrastructure and IT department, Amazing Support means only using Tier 1 class telecommunications hardware and software from vendors including Acme Packet, Oracle, Cisco, HP and Brocade. It also means co-locating our platform in Carrier-Class data centers that are geographically protected from natural disasters, located on multiple power grids, have provided 99.999% uptime for at least five years, and served by at least ten diverse fiber providers.

Please review the pricing information we provide below. If you have any questions about this response, the company Cytranet, or the services we provide, please do not hesitate to contact me directly.

Very truly yours,

A handwritten signature in blue ink, appearing to read "C. Chase Nelson", with a stylized flourish at the end.

C. Chase Nelson
Director

CYTRANET



COMPANY HISTORY

Cytranet is one of the leading providers of voice, data, cloud, and managed IT services in the Southeast, as well as having a nationwide reach. Supporting over 1,000 businesses, nonprofits, and government agencies of all sizes, Cytranet is the most experienced provider of technology services in the region. Based in Mobile, AL and Phoenix, AZ, we offer single-source solutions that support the latest in Voice and IT Services. We serve our clients' local to global locations. Our technology experts design, deliver, and manage end-to-end solutions. For example phone service, fiber internet, networks, equipment, data centers, monitoring, managed Wi-Fi and support.

For over 10 years, Cytranet has provided personalized support, and we take great pride in our clients' testimonials. Our experienced staff is accredited by leading technology providers, and our on-time delivery and 24×7 support consistently earn accolades from our customers. We are focused on your success.

Cytranet specializes in a wide range of services, including tailored voice and data networks, and IT services and solutions for medium size businesses and enterprises nationwide. We are committed to providing each and every one of our clients with high quality service and support. Our unique team is incredibly friendly and can help you every step of the way in growing your business. We expertly combine our services in order to provide you with customized help and support, so you only get what you need and what you want. Our innovative approach starts with a thorough investigation of your company's needs to succeed so that we can ensure a perfect fit with you and our services.

Cytranet's clients benefit greatly when they choose to partner with us. Not only will you have more energy and time to focus on your business while we handle your voice, data, and IT needs, but you will experience happier and more productive employees, too. Let us help you open the doors to more technology so that your network will always perform to your standards and that your company will be able to outperform its competitors with ease. Rest assured knowing that your voice and data services are optimized, maintained, and protected – because guaranteeing your business's technology runs smoothly is our top priority.



CONFIRMATION OF COMPLIANCE

Cytranet is nationally recognized as a leading provider of Hosted VoIP, SIP, PRI, Video, and Unified Communications. Cytranet is also ranked #1 in reliability and customer service and is one of the fastest growing companies in the VoIP industry. Cytranet's intuitive online platform allows for an unlimited number of VoIP features, all for a single, predictable monthly price. Cytranet has reviewed all of the specifications of this request, and believes that it is truly the best provider to be able to meet all of the objectives and goals of this request.

The following products and features distinguish Cytranet Communications above all competition in the communications marketplace:

Platform Ownership. Cytranet has developed—and has full ownership and control of—our proprietary Cytranet platform and all attendant cloud architecture and software. Ownership of the Cytranet platform provides for rapid application development and extremely fast turnaround on technical support issues. It also allows for more flexible pricing, as Cytranet isn't obligated to any third-party developers. Cytranet's elite team of developers and telecommunications experts has broad experience and a deep understanding of VoIP and the underlying technologies. This pool of expertise greatly strengthens the stability of the firm.

Experienced Staff. Platform ownership ensures that Cytranet is qualified and committed to supply your organization with the technology it deserves. This capability not only includes matters of maintenance but also future systems enhancements. Cytranet has already gained recognition for developing many vertical-specific features tailored to the various segments of Cytranet's client base. These features include functionality such as Emergency Outbound Notification for K-12 school districts and Broadcast Paging for food services. Our skilled engineers are passionately dedicated to maintaining system performance for our clients. Cytranet's system is backed by an aggressive Service Level Agreement (SLA), which is included in this response.

Related Experience. Cytranet has performed many of the largest true Hosted VoIP installations currently deployed throughout the US. Cytranet has garnered impressive experience in several government deployments. These deployments differentiate Cytranet above its SMB-focused competitors. For example, Cytranet recently deployed our Hosted VoIP solution in a large MLB baseball stadium, as well as in a large hospital system with over 1,000 users.

Inclusive Pricing. Cytranet has a unique pricing strategy. Our all-inclusive pricing covers the full spectrum of both classic and advanced features in its hosted VoIP suite. Cytranet does not charge additional fees for unlimited auto-attendants, voicemail boxes, ring groups, queues, schedules, user groups, or dial-plans. Nor does Cytranet charge for features such as Virtual Fax, Call Center, Conference Bridges, et cetera. Many providers charge additional fees for many of these services or restrict the number allowed.

Industry Leading Reliability. Cytranet's up-time and reliability lead the hosted VoIP industry. Many of providers experience frequent—and often prolonged—outages, impacting telecommunications clients with serious consequences. Often such outages are caused by lack of engineering resources or lack of deep product knowledge. In contrast, the Cytranet platform has full-mesh redundancy, geographic diversity, and a skilled team of intelligent engineers dedicated to maintaining system performance for all Cytranet clients.

NOTABLES

- Cytranet's SLA's meet or exceed the **99.99%** requirement of this bid.
- Cytranet has excelled at its performance as a premier tier-level carrier; with **99.99% uptime** delivery ratio, and **99.999%** availability.
- Cytranet is satisfied and will meet the general terms and conditions set forth in the proposed RFP.
- Cytranet is considered a Small Business and Small Disadvantaged Business (SB & SDB), and is Minority Owned.
- Cytranet Support is 24X7X365. Support tickets may be submitted via phone toll-free 877-358-9390, Support@cytranet.com, live chat www.Cytranet.com.

Dedicated Fiber Internet

100mb/100mb

\$709/month - \$550 installation

250mb/250mb

\$1065/month - \$550 installation

500mb/500mb

\$1368/month - \$550 installation

600mb/600mb

\$1467/month - \$550 installation

1000mb/1000mb

\$1515/month - \$550 installation

5000mb/5000mb

\$3111/month - \$1250 installation

10000mb/10000mb

\$4353/month - \$1250 installation

IP addresses included at no charge, up to 128 block. Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed. Prices are per individual circuit.

Point-to-Point MPLS Fiber

1000mb/1000mb

\$1900/month - \$550 installation

10000mb/10000mb

\$2500/month - \$1250 installation

Prices are for complete circuit (both locations). Complex construction may require extra fees. Taxes, fees, surcharges of up to 17.5% may be assessed.

Voice

PRI (23ch) – Unlimited Local & LD

\$399/month - \$550 installation

Analog Line – Unlimited Local & LD

\$29.99/month - \$50 installation

Hosted Phone Seat – Unlimited Local & LD

\$29.99/month - \$50 installation

SIP Trunk Channel – Unlimited Local & LD

\$19.99/month - \$50 installation

Each line includes a single DID, additional DIDs billed \$1 each. Toll-Free numbers billed at \$0.04/minute. Taxes, fees, surcharges of up to 17.5% may be assessed.

Managed Network

Gigabit Router with Integrated Firewall

\$299/month - \$349 installation

48-port Gigabit PoE+ Switch with 4 SFP ports

\$199/month - \$249 installation

802.11ac Wave 2 Cloud-Managed WiFi Access Point

\$39/month - \$149 installation

Gigabit Router with Integrated Firewall with Unlimited LTE Backup Plan

\$399/month - \$349 installation

SD-WAN Appliance with Traffic Shaping & Failover

\$199/month - \$149 installation

Managed 12-port Auto-Reboot Power Appliance

\$99/month - \$149 installation

Cable Drop CAT6 (Labor Only)

\$149 installation

Data Center/Cloud Services

42U Full Rack, 15A Power, 1000M Internet, 64 Public IPs

\$1999/month - \$599 installation

21U Half Rack, 15A Power, 1000M Internet, 64 Public IPs

\$999/month - \$399 installation

Exchange-compatible Email Mailbox with 25GB Storage

\$9.99/month - \$25 installation

Data Backup of VMware or Hyper-V Servers with 60 Day Retention

\$2/GB/month - \$999 installation

Data Backup of Files with 60 Day Retention

\$1/GB/month - \$499 installation

Web Content Filtering

DNS-Based CIPA compliant filter

\$0.09/student/month - \$499 installation

Do not write in this space.

Please read instructions before completing.

**Universal Service for Schools and Libraries
Service Provider Annual Certification Form**

(To be completed by Service Provider)

Block 1: Service Provider Information

1. Service Provider Name Accelerated Technology Services Group LLC	
2. Service Provider Identification Number (SPIN) 143051061	3. Funding Year: July 1, 2018 through June 30, 2019
4. Contact Name Chase Nelson	
5. Complete Mailing Address of Contact Person Street Address, P.O. Box or Route Number 1400A Montlimar Dr	
Mobile	AL 36609
City	State Zip Code
6. Telephone Number with Area Code 251-308-5000	7. Fax Number with Area Code 251-308-1333
8. Email Address cnelson@cytranet.com	

Block 2: Certification

I declare under penalty of perjury that the foregoing is true and correct: I am authorized to submit this Service Provider Annual Certification Form on behalf of the above-named Service Provider, which has been assigned the above-referenced Service Provider Identification Number, and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this Form has been examined and reviewed and is true, accurate and complete. I acknowledge that any false statement on this Form or on the Service Provider Invoice Form (FCC Form 474) can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. § 502, 503 (b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and that any such false statement could subject this Service Provider to liability under the False Claims Act.

9. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider contain requests for universal service support for services which have been billed to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator.

10. I certify that the Service Provider Invoice Forms (FCC Form 474) that are submitted by this Service Provider are based on bills or invoices issued by the Service Provider to the Service Provider's customers on behalf of schools, libraries, and consortia of those entities as deemed eligible for universal service support by the fund administrator, and exclude any charges previously invoiced to the fund administrator for which the fund administrator has not yet issued a reimbursement decision.

11. I certify that the bills or invoices issued by this Service Provider to the Billed Entity are for equipment and services eligible for universal service support by the Administrator, and exclude any charges previously invoiced to the Administrator by the Service Provider.

12. I certify that any requests for reimbursement that are sought under a Service Provider Invoice Form (FCC Form 474) for discounts for products or services that contain both eligible and ineligible components are properly allocated as required by the Commission's rules at 47 C.F.R. § 54.504(e).

13. I certify that the invoices that are submitted by this Service Provider to the Billed Entity for reimbursement pursuant to Billed Entity Applicant Reimbursement Forms (FCC Form 472) are accurate and represent payments from the Billed Entity to the Service Provider for equipment and services provided pursuant to E-rate program rules.

Internet Access

The Importance of Being Well-Connected

Internet Designed for Enterprises

Enterprise businesses today require the most reliable, scalable and cost efficient way to connect to the public Internet.

Cytranet delivers enterprise grade internet services over a wide range of access options, features and price points to fit your business needs.

Serving the Distributed Enterprise

Reliable and affordable connectivity for your business locations everywhere:

- Nationwide Points of Presence
- Extensive fiber infrastructure
- Metro footprint / On-net Locations
- Private Peering with major Internet backbones
- Inter-connecting with major providers of:
 - Telecom
 - Cable
 - Fiber
 - Ethernet
 - 4G/LTE Wireless

Flexibility to Meet Your Needs

Terrestrial and wireless options:

- Ethernet – 10Mb, 100Mb, 1Gb, 10Gb
- Cable/DOCSIS
- Fiber to the Internet (FTTI)
- TDM (T1 & NxT1)
- DSL
- 4G LTE Wireless

Trusted Network Security

In-house security expertise with services to protect your brand.

- Premises Firewalls with SPI and IPS
- SIEM and Log Management
- IPsec VPN and Hybrid Networks
- Application Control
- Content Filtering
- PCI DSS Solutions

Services

- Rapid activation intervals
- Multiple access options
- Flat rate and usage based options
- Full suite of managed security services
- 24 x 7 network monitoring management and technical support
- Industry-leading SLA's

Benefits

- Improve customer experience
- Protect your brand
- Reduce costs



Connect to Cytranet IP Services

Leverage our portfolio of IP services.

- Hosted Voice Services
- Secure WiFi & Analytics Services
- IPsec VPN and Hybrid Networks
- MPLS Networks
- Application Performance Optimization

Engineered for Enterprises

Cytranet manages for peak bandwidth utilization, and when traffic exceeds pre-set thresholds, capacity is rapidly increased to avoid congestion.

Industry leading network reliability combined with robust national infrastructure ensures low latency and jitter for reliable voice and video applications.

Comprehensive Set of Features & Options

- Managed Network Services
- Utilization monitoring via portal
- Professional Installation
- Public IP allocations to meet customer requirements
- Primary and secondary DNS registration/hosting
- Web and e-mail hosting services
- Border Gateway Protocol (BGP)
- Network Access Translation (NAT) to conserve scarce IPv4 addresses
- Network redundancy and diversity

Mission-critical performance. Affordable and scalable.

Run demanding applications

Create a foundation for dependable, lightning-fast performance. As your business evolves and new opportunities emerge, Ethernet can change with you—while providing exceptional protection and continuity across many different locations.

AT&T Switched Ethernet ServiceSM helps ensure the delivery of critical voice, data and video applications to offices around a metro area. Switched Ethernet uses fiber optic or copper technology to connect each office to AT&T's highly secure and reliable core Ethernet network.

Intelligent network management

With AT&T, you gain a managed network that helps ensure peak

performance for your most vital and delay-sensitive applications. It prioritizes data traffic, allowing the right information to arrive at the right time, giving users a richer, more immersive experience.

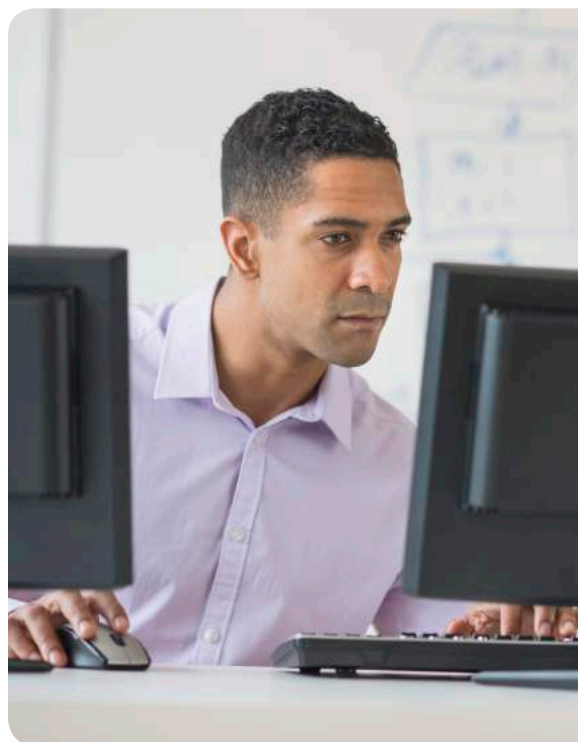
Continuity on your terms

Speed, performance and security are backed by AT&T's stringent service level agreements, providing the stability and continuity your business demands.

Taking you beyond the metro network

We have enhanced AT&T Switched Ethernet Service to connect your locations* in the same state or in different states.

*AT&T Switched Ethernet Service is available (where facilities permit) in the service areas of the AT&T local telephone companies in the following states: California, Nevada, Kansas, Oklahoma, Arkansas, Texas, Missouri, Wisconsin, Illinois, Indiana, Michigan, Ohio, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Not all locations or configurations of AT&T Switched Ethernet Service ports can currently support the creation of interLATA EVCS, so this capability may not be available in all areas or for all ports.



Potential benefits

- Simplified architecture enables multiple applications on a single network
- Cost-effective scalability delivers greater return on value
- Flexibility and high performance meets changing business needs
- High reliability helps ensure business continuity

Features

- Supports 5 Mbps to 1 Gbps application performance for point-to-point, and up to 10 Gbps at any hub
- Expands business capabilities with point-to-point, point-to-multipoint or multipoint configurations
- Allows unique destinations and priority for each application or department through Virtual LAN connections
- Connects locations together as one virtual LAN and virtual private lines from remote locations to the corporate data center

For more information, contact us:
Cytranet
(251) 308-5000 • sales@cytranet.com



CARRIER & NETWORK LIST

CARRIERS

(FMT1 and FMT2)

AT&T

CenturyLink

Comcast Business

Level3

Electric Lightwave (Optic Access)

Paxio

XO Communications

Zayo (Above.net)

INTERNET EXCHANGES

(FMT1 and FMT2)

SFMIX 12276

AMS-IX Bay Area 62981

Fremont 1 (FMT1)

760 Mission Court

Fremont CA 94539

Company	ASN
Applios Inc	6565
Beijing Internet Institute	45275
CentralNic Ltd	60890
CentralNic Ltd	199330
Connections Hub Tech.	133194
EMnify GmbH	60044
Fire2Wire	11191
Hurricane Electric, LLC	6939
Intelishift Technologies	36685
Mother Lode Internet	20377
Netregistry Pty., Ltd.	24446
RackCorp	56038
Safe DNS, Inc.	57926
Tekify Broadband	46886
Vodafone US Inc	26641
Zinnia Networks, Inc.	11203

Fremont 2 (FMT2)

48233 Warm Springs Blvd.

Fremont CA 94539

Company	ASN	Company	ASN
Altiora LLC	395026	Mimosa Networks	62786
Amernet	4965	NapaNet	8046
Arista Networks Inc	55064	NIC.br	11644
Best Rate Information Tech	62662	NoAccess / SONN	15096
BizFu	11893	OARC Inc (DNS-OARC)	64238
C&B Internet Services, LLC.	30217	Octeth, Inc.	393807
California Broadband Services	54648	Outofwall, Inc.	27418
Cat Networks Hong Kong Ltd.	393884	Parlor.fm	33036
Cluecentral	31064	Planisys Corp	52438
Coastside Net	19306	Raapid Technical Services LLC	30708
Conexim Australia Pty, Ltd.	132873	Rack Foundry Inc.	54197
Console Inc.	19330	Rayservers GmbH AG	262144
Coplogic, Inc.	54333	Red Shift Internet Services	7735
Cyberworld Data Center Co.	132412	Redraw Internet	31595
Eblulite	394648	San Mateo Regional Network	19355
EIS Group Inc (Exigen Ins. Sol.)	16830	Scale Genius Inc	203282
Etherweb Network	63450	Sipartech	8309
EZ Network Systems, Inc.	7412	SkyScape Networks	46600
Farsight Security, Inc	393667	Smarter Broadband Inc	46276
Fork Networking, LLC	46841	Softcom Internet Comm. Inc.	13427
Funke Internet Services	34764	Solid Tools Technology, Inc.	54288
Goruck, LLC.	26679	Soprado GmbH	20546
Heliacal Networks	33309	Tornado Computer Systems	22395
Heliacal Networks	198362	Trijit Corporation	11301
Heliacal Networks/McKay.com	50763	Trijit Corporation	59171
Hostrocket Com Inc.	62756	Trijit Corporation	59261
Hurricane Electric, LLC	6939	Trijit Corporation	134267
HyperDSL, Inc.	53409	Turtle Systems, LLC.	6379
Invite Networks Inc	16783	USWired	46278
IT7 Networks, Inc.	25820	Velocity Inc	62728
IX Reach - IIX	43531	Vista Broadband Networks, Inc.	22667
King Servers	14576	Vodafone US Inc	26641
Linode	63949	Volt Broadband	62809
LTY Connect	394144	Vom.com	54968
MHO Networks	14755	WillitsOnline.com	11472
		ZScaler	53813

Dedicated Fiber Internet Service Level Agreement
Excludes hybrid-fiber such as DSL or Coaxial connections

SERVICE LEVEL AGREEMENTS ("SLA"). This sets forth the SLAs applicable to the Service and the service credits available to Customer ("Service Credit"). The monthly measured SLA attributes are effective as of the first day of the second month after initial installation of a Service.

COMPONENTS INCLUDED

All relevant components of the Cytranet / Underlying Carrier IP Network (e.g., POPs, routers and circuits) are subject to this SLA, and components of other Internet backbone providers ("Off Net") are subject only to the Latency SLA as described herein. Local access/connection facilities (i.e., the local loop or tail circuits) ("Local Access") used to access the Cytranet / Underlying Carrier IP Network or partner networks and any Customer equipment are not included as components of the Cytranet / Underlying Carrier IP Network for purposes of this SLA; provided, however, solely for purposes of the "Network Availability SLA," the components of the Cytranet / Underlying Carrier IP Network shall include any Local Access provided by Cytranet / Underlying Carrier, but shall specifically exclude any Local Access furnished or ordered directly by Customer from a third party.

"Intra U.S." refers to the Cytranet / Underlying Carrier's IP Network. The "Intra U.S. - Off Net" Latency SLA refers to the latency between the Cytranet / Underlying Carrier IP Network and Off Net providers.

NETWORK PORT AVAILABILITY

Network Port Availability measures "Network Downtime" versus "Network Uptime." Network Downtime is based on periods when a particular Intra U.S. DIA port of Customer is unable to transmit and receive data, and Network Uptime includes all other periods. Network Downtime is recorded in the Cytranet / Underlying Carrier's IP Network trouble ticket system, and is measured from the time Customer opens a trouble ticket in the Cytranet / Underlying Carrier's trouble management system to the time the Intra U.S. Affected Service is again able to transmit and receive data according to Cytranet / Underlying Carrier's records. "Affected Service" refers to the DIA port that fails to meet the relevant SLA.

APPLICABLE COMPONENTS	GOAL	AVAILABILITY / REMEDY
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for credit equal to [1/720 x Customer Recurring Monthly Charges for applicable service(s)].

LATENCY

The average network delay ("Latency") will be measured via roundtrip pings on an ongoing basis every five minutes to determine an average monthly performance level for Latency at the relevant POPs.

Latency = Σ (Roundtrip Delay for relevant POP-POP trunks)/(Total Number of relevant POP-POP trunks)

APPLICABLE COMPONENTS	GOAL	LATENCY / REMEDY ^{1,2}	LATENCY / REMEDY	LATENCY / REMEDY
Intra U.S.	50 ms	51 – 60 ms = 10% of MRC	61 – 80 ms = 25% of MRC	Greater than 80 ms = 50% of MRC
Intra U.S. - Off Net	95 ms	96 – 105 ms = 10% of MRC	106 – 115 ms = 25% of MRC	Greater than 115 ms = 50% of MRC

PACKET DELIVERY

Packet Delivery will be measured on an ongoing basis every five minutes to determine an average monthly performance level for packets delivered between the relevant Intra U.S. POPs

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	99.50 %	99.01% - 99.49% = 10% of MRC	90.00% - 99.00% = 25% of MRC	less than 90.00% = 50% of MRC

JITTER

Jitter measures the Intra U.S. interpacket delay variance and packet loss in the Cytranet / Underlying Carrier IP Network, and is measured on an ongoing basis every five minutes by generating synthetic user datagram protocol (UDP) traffic.

APPLICABLE COMPONENTS	GOAL	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY	PACKET DELIVERY / REMEDY
Intra U.S.	2 ms	2.1 – 3 ms = 10% of MRC	3.1 – 4 ms = 25% of MRC	Greater than 4 ms = 50% of MRC

¹ The term "ms" means milliseconds.

² All MRCs in the SLA tables refer to the MRC of the Affected Service

DISTRIBUTED DENIAL OF SERVICE

A "Distributed Denial of Service" attack ("D/DoS") is characterized by an explicit attempt by attackers to prevent legitimate users of a service from using that service. Examples include attempts to (a) "flood" a network, thereby preventing legitimate network traffic; (b) disrupt connections between two machines, thereby preventing access to a service; and (c) disrupt service to a specific system or person. Not all service outages, even those that result from malicious activity, are necessarily D/DoS. Other types of attack may include a D/DoS as a mere component and may not be included in this SLA.

APPLICABLE COMPONENTS	GOAL	REMEDY
Intra U.S.	15 minutes from moment described in next column	Cytranet / Underlying Carrier's failure to implement a null route on an affected destination IP address within the Goal after Cytranet / Underlying Carrier concludes that a D/DoS is occurring, and has received permission and all necessary information from Customer to implement a null route, will qualify Customer for 1 days charges pro-rated from the applicable MRC of the Affected Port, at a maximum of one such credit per day.

INSTALLATION GOAL. For Service in the Intra U.S., Cytranet / Underlying Carrier's goal is to install related Local Access ordered under a different Cytranet / Underlying Carrier Exhibit by Customer within the following timeframes: DS-1 = 30 calendar days, DS-3 = 45 calendar days, OCn = 75 calendar days.

REMEDIES

General. Service Credit requests must be made within fifteen (15) calendar days from the date the outage occurs or date where goals for latency, packet delivery, or jitter are not met, to Cytranet at: Billing Department, accounting@cytranet.com, and must be accompanied by a Cytranet trouble ticket issued by the Cytranet Network Operations Center (NOC). A Service Credit shall be applied only to the month in which the event giving rise to the Service Credit occurred. The maximum Service Credits issued in any one calendar month shall not exceed: (a) seven days' charges pro-rated from the MRC of the Affected Service with respect to Network Port Availability, and D/DoS, collectively; or (b) fifty percent (50%) of the MRCs of the Affected Service with respect to the other SLAs. Notwithstanding anything in this Exhibit I to the contrary, under no circumstances shall the total Service Credit, in the aggregate for all Service Credits issued in one month, exceed the equivalent of fifty percent (50%) of the MRCs for the Affected Service.

Exceptions. Service Credits shall not be issued where the Service is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents, or End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Cytranet / Underlying Carrier; (c) Force Majeure Events; (d) scheduled service maintenance, alteration, or implementation; or (e) the unavailability of required Customer personnel, including as a result of failure to provide Cytranet / Underlying Carrier with accurate and current contact information.

MAINTENANCE

Normal Maintenance. Cytranet / Underlying Carrier will endeavor to perform Normal Maintenance (or nonemergency maintenance) on the Cytranet / Underlying Carrier IP Network during pre-established maintenance hours (windows). "Normal Maintenance" refers to: (a) upgrades of hardware or software; (b) upgrades to increase capacity; or (c) other pre-scheduled network activity that may degrade the quality of the Service or cause Service interruptions. Cytranet / Underlying Carrier will use reasonable efforts to perform all Normal Maintenance on Sundays, Tuesdays and/or Thursdays between the hours of 12:00 midnight and 6:00 AM Local Time. For purposes of this SLA, "Local Time" refers to the time of day in the time zone in which an affected Service is located; provided, however, that if affected Services are located in multiple time zones, Local Time shall refer to Eastern Time. Cytranet / Underlying Carrier may change the maintenance window times upon posting to Cytranet / Underlying Carrier's website or other notice to Customer.

Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct Cytranet / Underlying Carrier IP Network conditions, requiring immediate attention. Urgent Maintenance, while being conducted, may degrade the quality of Services and may result in total disruption of Service. Cytranet / Underlying Carrier may undertake Urgent Maintenance at any time that it deems necessary in its sole discretion. Cytranet / Underlying Carrier shall provide Customer notice of Urgent Maintenance as soon as is reasonably practicable under the circumstances.

MTTR

MTTR. Cytranet / Underlying Carrier's mean time to repair objectives are (i) 4 hours for SONET equipment; (ii) 12 hours for fiber optic cable (per Bellcore Standard). Cytranet / Underlying Carrier's cable cut rate objective is 4.39 cable cuts /year/1,000 sheath miles (per Bellcore Standard).



bandwidth

verizon



Tier-1 Carrier Interconnections





HOSTED VOICE FEATURE LIST

- | | |
|--|--|
| <ul style="list-style-type: none">✓ "0" Out Queue Option - Enables callers to exit a queue by pressing "0", and be redirected to an operator, voicemail box or other specified phone number.✓ Additional Voice Mailboxes - This independent voicemail package with a dedicated phone number can be used by one or many employees to check and receive voicemail messages in the office or on the road. The same mailbox also supports Fax messages for no additional charge.✓ Advanced Call Forwarding - Define your own call forwarding rules. You can forward all of your calls to another destination, or just forward calls when your line's busy, or when you don't answer. Or, you can define criteria for certain incoming calls to be redirected to specified destinations.✓ Alternate Numbers - Use any number of alternate phone numbers in addition to your main phone number. Assign one of four distinctive ring patterns for each alternate number.✓ Anonymous Call Rejection - Reject calls from anonymous parties. The user's phone does not ring and there is no indication of the attempted call. Callers are notified that the called party is not accepting calls from restricted callers.✓ Anywhere Calling - Get one-number calling from any device. Your calls appear to originate from your VoIP number and all of your calls are routed through your Hosted Voice service. Make a call from any phone and it will route through your phone system, using your company's caller ID.✓ Audio Conferencing - Host audio conferences using a dedicated phone number for on-demand audio conferencing 24 hours a day, 7 days a week. No meeting IDs or PIN numbers, just instant conference calling by dialing a dedicated phone number. | <ul style="list-style-type: none">✓ Auto Attendant/Enhanced Auto Attendant - Automated receptionist that provides a personalized message to callers with options for connecting to the operator, dialing by name or extensions, or connecting up to six configurable extensions. Additionally, Auto Attendant may be configured to provide separate business and after-hours greetings. Enhanced Auto Attendant provides all the features of Auto Attendant, and the ability to transfer to submenus.✓ Busy Lamp Field - Plays the role of an attendant console on the phone of a user monitoring several lines on their phone. Typical application is for a receptionist that can see who is on the phone.✓ Call Analytics - Maximize your efficiency by viewing your macro and micro phone-traffic patterns. These include data such as "mean/min/max" reports and time-of-day reports for all extensions and numbers, geography-based heat maps, and downloadable CDRs. Filters can be applied that sort data by call count, time of day, call duration, caller geography, call routing information, and more.✓ Call Center - A complete, feature-rich Call Center Solution that offers automated, intelligent call distribution. It's ideal wherever you need to manage heavy call volume including sales, customer support, and IT support.✓ Call History - Call history can be accessed directly on the desktop handset or via the Reports tab in the web interface. Each handset include a call history of calls made, received, and missed. The portal contains call logs indicating what calls were made, how long they lasted, and which extensions were used. Users can also view outbound vs. inbound reports, toll-free and long distance usage, and location of incoming calls based on country and state. Additionally, users can search by extension, phone number, specific calls, |
|--|--|

specific agents, etc. Call reports are customizable and include graphs and visual guides to make information readable at a glance.

- ✓ **Call Hold** - Place a caller on hold while you transfer them or you take some time to look up an answer to a question. Callers listen to your specified hold music until you engage them again by picking up the receiver.
- ✓ **Call Logs & Call Detail Records** - Displays records of the user's most recent incoming, missed, and outgoing calls and allows the user to click-to-dial any number on the logs.
- ✓ **Call Monitoring** - Monitor a current call on any extension or line without call interruption or intervention.
- ✓ **Call Park** - Hold a call and retrieve it from another phone within a group.
- ✓ **Call Pick Up** - Enables a defined user to answer any ringing line within their pick-up group.
- ✓ **Call Recording** - Record all inbound and outbound calls for one or more employees. The call recording feature improves call center management, customer service and training, while also helping businesses meet compliance regulations and reduce potential liabilities.
*Extra fee required
- ✓ **Call Return** - Call the last party that called you.
- ✓ **Call Transfer** - Transfer a call to a specific destination. The transfer can be blind, with third-party consultation or with three-way consultation. This allows you to get your customer where they need to go without forcing them back to a main menu. You can also transfer outside of your company or to any external number.
- ✓ **Call Waiting** - Answer a call while already engaged in another call.
- ✓ **Calling Line ID/Blocking** - Outgoing number and name can be revealed or blocked by the user.
- ✓ **Consultation Hold** - Put a caller on hold, call a third party, hang up, and resume the conversation with the caller.
- ✓ **Custom Hold Music** - Upload any WAV or MP3 file to become hold music.

- ✓ **Direct Inward Dialing** - Allows users to receive calls straight to their phone from local, national, or international numbers.
- ✓ **Directed Call Pick-up with Barge-In** - Answer (with permission) or barge-in on a call directed to another phone in the user's group. Useful for call centers.
- ✓ **Do Not Disturb** - Set status to unavailable; all incoming calls are treated as if the user is busy.
- ✓ **E911 service** - Local emergency operator assistance.
- ✓ **Extension Dialing** - Call co-workers within the company, regardless of location, using only a 2- to 6-digit extension.
- ✓ **Fax Messaging** - Incoming Fax messages use the employee number and are filed alongside voicemail. Fax messages are sent by email.
- ✓ **Find Me/Follow Me** - A combination of Simultaneous and Sequential Ring, it allows users to define how incoming calls are routed or forwarded to individuals or groups of inbound callers, ensuring that you receive important calls whether you're at your desk, on the road, or anywhere else.
- ✓ **Forwarding/Virtual Numbers** - Use as a basic dedicated forwarding service or as a market expansion line so that your business can enjoy a local appearance anywhere in the country.
- ✓ **Growth Reserved Numbers** - Prepare for growth by setting aside local numbers for new employees or hunt groups.
- ✓ **Hunt Groups** - Automatically distribute incoming calls to two or more extensions. Extensions may be dialed simultaneously or sequentially, and include options for simultaneous ringing and weighted distribution.
- ✓ **Individual Call Logs** - View thorough data including dates, times, duration, users, extensions dialed, and the final action of both incoming and outgoing calls from every extension.
- ✓ **Instant Group Call** - Instantly set up a conference bridge for up to 20 telephone numbers. Especially useful for an emergency or for recurring team meetings.
- ✓ **Intercom** - You can reach any colleague in any office and announce calls, visitors, and deliver quick live voice messages from your desk

phone. When intercom is enabled, the line will allow incoming intercom messages from other lines on your PBX. The intercom feature will trigger the receiving phone to automatically answer and put your voice on speakerphone unless the receiving phone is set to "Do Not Disturb."

- ✓ **Line Status Monitoring** - Enables a user—for example, a receptionist—to monitor a set of users within a business group by graphically displaying each user's status (busy, idle, do not disturb) and detailed call information. Part of Receptionist Seat.
- ✓ **Management Portal** - Administrators have control of all users across all office locations. No need to tie up your IT department or keep telephony specialists on staff. Administrators can chat with support; manage support tickets; port phone numbers from your previous provider; order new services and phones; access calling records; and pay your bill.
- ✓ **Message Call Back** - Respond to voice messages and faxes by calling the caller/sender directly from the system, removing the inconvenience of searching for and dialing numbers.
- ✓ **Message Waiting Indicator** - A stutter tone and a visual indicator signal the receipt of a new voicemail message or fax. Appears as a light on your phone indicating that you have a new voicemail message. You can continue to use these indicators, or opt to bypass them and only manage voicemail through your email inbox. It's up to you.
- ✓ **Missed Call Indicator** - Alerts you with a blinking green light whenever you miss an incoming call. This feature is independent of the voicemail-to-email feature.
- ✓ **Paging** - Allows users to quickly reach another colleague by communicating over the two-way speakerphone without waiting for a ring. Paging is particularly useful for brief, urgent messaging or for broadcasting announcements to several colleagues (or a department) at once.
- ✓ **Robocall Blocker** - Stop automated and illegal calls.
- ✓ **Secure Voice** - Customer has the option to deploy voice devices with SRTP and SIP to provide encryption for voice traffic.
- ✓ **Selective Call Acceptance** - Accept only calls that meet user configurable criteria based on

time of day, calling number, etc.

- ✓ **Selective Call Rejection** - Block calls that meet user configurable criteria based on time of day, calling number, etc.
- ✓ **Sequential Ring** - Avoid missed calls by having many phone numbers ring in a specified sequence when incoming calls meet specific criteria.
- ✓ **Shared Call Appearance** - Allows users to configure a second device for making and receiving calls with their account when they are away from their desks.
- ✓ **Simultaneous Ring** - Handle incoming calls more efficiently. Incoming calls ring up to ten phone numbers or extensions at the same time.
- ✓ **Teleworker Solution** - Enables a remote location to use an IP phone without the aid of a dedicated voice gateway.
- ✓ **Toll-Free Numbers** - Make it even easier for customers to contact you. Set incoming calls to ring to your auto-attendant, hunt group, call center, or any other extension you feel would benefit your business and your customers.
- ✓ **Vanity Telephone Numbers** - Gain mindshare with your customers with an easy to remember number like 1-800-FLOWERS.
- ✓ **Visual Voicemail** - View, play and read your voicemail and fax messages directly in your inbox. Combines Voicemail to Email which allows you to receive voicemails and faxes as email attachments and Voicemail Transcription which sends your voicemails transcribed as emails to your inbox. Faxes are included as PDF attachments.
- ✓ **Voice Messaging** - Customize personal greetings. Users can listen to, forward, delete, and save each received voice message. During playback, users can fast forward, skip, rewind, or pause messages.
- ✓ **Whisper** - One of three call monitoring modes available (see Call Monitoring, Spy Mode or Barge Mode). In this mode, a supervisor listening in on a call between a customer and an agent can speak to the agent live on the call without the customer being able to hear. This is helpful for training situations with new agents. Admins can set up permissions to decide who can monitor, giving department heads local permissions.

Service Timeline

Know what to expect before installation. You'll be kept aware of every step of the process. If there are any bumps in the road, your account manager and our service delivery team will work to make sure that the project stays on schedule. Feel free to reach out to your account manager with any questions, or if timeline dates need changing.

Doug Roberts
President, Cytranet



We have your order in hand, and it is now time to fire up your project. During this stage, your account manager will introduce you to your service delivery project manager, who will track all phases of your project and will provide updates along the way.

Our site coordinator has met you on site and determined what will be required to deliver your connection. The site coordinator will be your point of contact should you have questions/concerns about the proposed design.

In addition to various permits that may be required to connect you to our network, we have assembled this document for your review and approval.

Our fiber deployment teams are now activated, and we will be coordinating the fiber installation on premise(s) and in the public right-of-way. For voice orders, we will submit port requests to other carriers.

Our technical teams will be connecting fiber optic cables and installing equipment at the premise(s). This effort will be closely coordinated to minimize impact to your daily operations.

We will now be testing your connection and fulfilling the order. Your service delivery project manager will close out the order and ensure that you are 100% satisfied.

CUSTOMER INFORMATION

SAMPLE

TELCO REQUIREMENTS

REQ.	EXIST	CUST	UF	N/A
CONDUIT	☒	☐	☐	☐
BACKBOARD	☐	☐	☐	☒
RACK	☒	☐	☐	☐
DEDICATED POWER	☐	☒	☐	☐
GROUND	☒	☐	☐	☐

POINT OF CONTACT

SAMPLE



Fiber Build Process Flow

- **Order Processing-** All project specifications are entered in our project data base. Each department assign role and responsibilities, project tracking begins at the department level.
- **Service Delivery Initial Assessment and Assignment-** Project Manager is assigned. General scope of work is reviewed with department heads.
- **Engineering-** During the Engineering stage, Engineers will determine the best (in terms of distance, economics, and strategic goals) route from the closest point of fiber backbone to the site. It will also determine if aerial, underground or a combination thereof is best. After the path has been chosen and all requirements determined, a rough sketch will go to our Computer Aided Drafting (CAD) department.
 - **Inside Plant (ISP) Site Walk** - Private property is surveyed by a Site Acquisition Coordinator. ISP's Site Walk will require access on the private property and building. Cytranet will coordinate with the Access Contact to schedule the Site Walk.
 - **Outside Plant (OSP) Right of Way Survey** - An OSP Engineer will walk the route to determine the most appropriate path from the meet point in the right of way to our existing network. Once the route is engineered, plans are sent to CAD for drafting of final plans before being submitted to the required Permitting Agencies.
- **Computer Aided Drafting (CAD)-** During this stage, plans and drawings are designed for our Construction Managers, crews and for permitting/Green Light Package submittal.
- **Permitting Stage (OSP Only)-** Request(s) for approval are sent to the appropriate permitting agencies for construction in the right of way. The timeframe it takes depends on each individual entity. Some entities are also required to do "make ready work" to prepare for Cytranet - which adds additional time to the permitting process. Third parties are involved and have their own schedule for completing prep work. Once all prep work, if required, has completed, and/or all permits are approved and received by Cytranet, the order will then move to the Construction stage and will be placed on the construction schedule.
 - Standard interval: Depends on the permitting agencies involved. Typically, between 45-120 days. The Service Delivery Project Manager will be able to provide a more specific timeframe once the specific permitting agencies are determined.
- **Green Light Package (GLP/ISP Only)-** The contents of this package represent the fiber installation proposal for the customer premise. The GLP must be returned with the property owner/manager's signature before Cytranet can begin any construction work.
 - Standard interval: ISP will send the GLP to the Order Contact as soon as the order moves out of CAD. This interval is dependent on Cytranet receiving a signed GLP from the property owner/manager.
- **Ready to Construct stage (RTC)-** When the GLP and all permits have been approved and received, the project moves to an RTC stage where it will be added to the construction schedule.
- **Physical Construction-** After the project has been placed on the construction schedule, locates are called in and all utilities marked by the appropriate entities (48 hours is the minimum wait time). This is for the purposes of Cytranet knowing where other utilities (water, gas, sewer, etc.) are to be sure they are not damaged during boring or trenching. Once locates are complete, Cytranet will start construction and will then perform all the necessary boring, trenching, conduit installation, and/or hanging of fiber along the pole line, hand holes/man holes set, fiber pull through conduit to hand hole/man hole and restoration of property to previous condition or better (if boring or trench work was needed).



- **Ready to Splice (RTS) stage-** Once all construction is complete, the splicing group within ISP will place the project on their splicing schedule. After fibers have been spliced into the Cytranet network, the project will be passed off to our Network Engineering team.
- **Pending Network Engineering-** During this stage, our Network Engineering department will perform circuit writing and testing. Once this is complete, your Service Delivery Project Manager will send an FOC email notification stating the anticipated date for install and circuit activation. The order will then move to our Operations and Circuit Management departments for equipment install and onsite testing.
 - Typically, FOC is set for 7 business days from the “Engineering Complete” date.
- **Pending Operations-** An install tech will complete the final equipment install and circuit testing at the customer premise. Your Service Delivery Project Manager will then send you a Circuit Completion email notification stating that the circuit is ready for use.

United States of America

United States Patent and Trademark Office

Cytranet

Reg. No. 5,191,036

Registered Apr. 25, 2017

Int. Cl.: 38

Service Mark

Principal Register

Accelerated Technology Services Group, LLC (ALABAMA LIMITED LIABILITY COMPANY)

PO Box 81631

Mobile, AL 36689

CLASS 38: Internet telephony services; Telecommunications services, namely, wireless telephony and wireless broadband communications services for the transmission of voice and data

FIRST USE 6-22-2014; IN COMMERCE 6-22-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-181,358, FILED 09-23-2016

SIDDHARTH JAGANNATHAN, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office



Company ID Number: 468942

Client Company ID Number: 886994

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer ATSG LLC	
Name (Please Type or Print) <i>Dou Roberts</i>	Title <i>President</i>
Signature <i>[Signature]</i>	Date <i>6-17-15</i>
E-Verify Employer Agent Alabama State Law Enforcement Agency	
Name (Please Type or Print) Donyelle Marshall	Title
Signature Electronically Signed	Date 06/17/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

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 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):	
INSURED Accelerated Technology Services Group, LLC DBA Cytranet 1400 Montlamar Dr Suite A Mobile AL 36609	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		

COVERAGES**CERTIFICATE NUMBER:****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:			UDC-1644014-CGL-18	10/13/2018	10/13/2019	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						PRODUCTS - COMPROP AGG \$ S/T Gen. Agg.
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2018

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.

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PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No. Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A :</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A :	NAIC #	ACE American Insurance Company	22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Accelerated Technology Services Group LLC 1400A Montimar Dr, Mobile, AL, 36609															

COVERAGES**CERTIFICATE NUMBER:****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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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 RETENTION \$						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.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			G45731633 001	10/8/2018	10/8/2019	Occurrence/Aggregate \$1,000,000 / \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

[Empty space for Certificate Holder signature]	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
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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/2/2018

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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Accelerated Technology Services Group LLC dba Cytranet 1400 Montlamar Dr, A, Mobile, AL, 36609															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 No	N/A	003L806107	10/2/2018	10/2/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE LICENSE IS NOT TRANSFERABLE

Issued to:

CYTRANET T5
1400 MONTLIMAR DRIVE
SUITE A
MOBILE, AL 36609

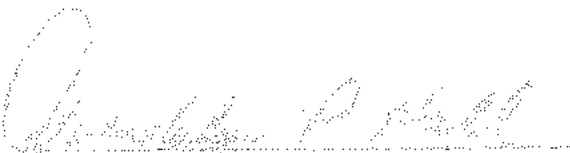
2018

106627

05/09/2018

12/31/2018

561110 MANAGEMENT/CONSULTING/P R SVC



Mayor of the City of Mobile, Alabama

City of Mobile, Alabama

006396



1080

CYTRANET T5
1400 MONTLIMAR DR STE A
MOBILE AL 36609-6513



SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 080549622
Functional Area: Entity Management, Performance Information

ENTITY	Accelerated Technology Services Group LLC	Status: Active
DUNS: 080549622	+4:	CAGE Code: 86GH8 DoDAAC:
Expiration Date: Sep 26, 2019 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 1400 MONTLIMAR DR # A		
City: MOBILE		State/Province: ALABAMA
ZIP Code: 36609-6513		Country: UNITED STATES



SERVICE LEVEL AGREEMENTS

IP

This SIP Service Level Agreement (“SLA”) is incorporated into the Quote executed by Cytranet and Customer for SIP Services and sets forth the specific terms and conditions under which Cytranet shall supply the SIP Services described herein to Customer. The general terms applicable to such Services are contained in the Master Terms and Conditions (“MTC”) and the Master Service Level Agreement (“MSLA”) incorporated into the Quote by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the MTC and MSLA.

Terminology

These are service specific definitions. Common definitions are already defined in our Master Service Level Agreement.

- Circuit refers to a path or physical link between two points over which data is passed.
- Customer Network refers to the entire network Customer makes available to Remote Users as part of this Service. Customer Network may include many different physical locations and/or physical pieces of Equipment.
- Customer Premise/Service Address refers to the physical address (as stated in the Purchase Agreement) where the Cytranet has been requested to provide services.
- Customer Premise Equipment refers to Equipment that Cytranet has deployed at Customer Premise to enable a service.

Service Description

General

Cytranet will provide SIP service in conjunction with ported or new DID service as well as Toll Free Service. Each SIP Trunk equals one call path. Local Calling areas for SIP service will follow the out pulsed DID number and match the LEC local calling area. Service will be delivered in the form of a dedicated Cytranet Connectivity circuit(s) engineered by Cytranet, which will be dependent upon location, bandwidth and/or Services requested. Service will typically be delivered to Customer over a Connectivity circuit utilizing a Cytranet Managed Router.

The following features are included in the SIP Service:

- **Monitoring** – Cytranet performs monitoring of Service availability as a whole. If service is unavailable, Cytranet support personnel are notified immediately and will begin efforts to restore service.
- **Direct Inward Dial or DID** – An individual Direct Inward Dial phone number may be provided by Cytranet. Cytranet may either provide a new DID, or if the customer has existing local phone numbers, Cytranet will port those numbers onto the Voice platform. Cytranet cannot guarantee ability to port existing numbers. Cytranet does not allow a customer to out pulse a non-Cytranet assigned DID.

- **Directory Listing** – Cytranet will procure a listing in local phone company directories. Directory Listing may not be available for all DIDs. Customer must purchase Directory Listing through Cytranet on ported numbers; failure to do so will result in customer directory listing being cancelled (via previous provider) in printed white pages, 411 directories and online directory listing services.
- **Calling Service (Inbound/Outbound)** – Cytranet will provide access to calling plans as contracted by Customer.
 - Local – Service includes local calling area calls. NOTE: Cytranet is not authorized by the FCC to use this service as a toll by pass mechanism.
 - Domestic Outbound Long Distance – Rate stated on the Service Quote Agreement; billed in 6-second increments; no rounding on a per-call basis.
 - Domestic 800 Service – Domestic 800 services will be billed monthly at usage rates described in the Services Quote Agreement.
 - International Long Distance – International Long Distance is available based on current rate tables.
 - Directory Assistance – Directory assistance is available based on current rate tables.
 - Operator Assistance – Operator assisted calls are available based on current rate tables.
- **911 Service** – 911 Service is delivered to a Customer location via VOIP 911 Service. Customer acknowledges that it is the irresponsibility to inform any party using or any party that might use the Service of the difference between traditional 911 and this service.

Cytranet will not be responsible if 911 Service is unavailable due to the Cytranet provided equipment being tampered with or losing power.

Customer bears full responsibility for testing 911 Service after Service installation and periodically throughout the duration of Service and to notify Cytranet if any issues are noted with 911 Service.

Customer agrees to cooperatively test 911Service and share the results of such testing at the request of Cytranet.

If Cytranet requests testing of 911 Service and does not receive confirmation within one (1) business week that such testing has been performed, then Cytranet reserves the right to dispatch a technician to perform testing of 911 Services and Customer agrees to be liable for the cost of such testing.

Cytranet reserves the right to disable Service if Customer does not cooperate with 911 testing. Service so disabled shall not qualify for SLA credit nor relieve Customer of contractual obligations of Service.

Cytranet will register all phone numbers at the street address provided based on the Service address for each phone number.

Customer agrees not to hold Cytranet liable for the result of incorrect 911 geographic location information, including but not limited to lack of emergency response, incorrect location information causing first responders to be delayed, or any other issue with 911 emergency response.

Certain features may not be compatible with 911Service.

Cytranet reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 Service.

Cytranet will provide either basic 911 or E911 Service for each DID based on the serving rate center specification for that DID as specified by the North American Numbering Plan Association (NANPA).

With E911 Service, when you dial 911, the telephone number and registered address is simultaneously sent to the local emergency center assigned to that location, and emergency operators have access to the information they need to send help and call back if necessary. Customers in locations where the emergency center is not equipped to receive the telephone number and address have basic 911.

With basic 911, the local emergency operator answering the call will not have the call back number or location. Cytranet will not provide this service to areas where basic 911 or E911 Services are not available.

Additionally, Cytranet will not be held responsible for any inability for E911 Service operators to properly locate Customer due to changes to the calling line ID phone number in the Cytranet Voice Management Portal.

Cytranet will deliver a 911 call to the emergency center based on the address of record for the calling DID as recorded in the Cytranet voice management portal. The call will be delivered as basic 911 or E911 based on whether the emergency center is able to receive the enhanced information from a Voice over IP system.

As additional local emergency centers become capable of receiving enhanced information, Cytranet will automatically upgrade Customer with basic 911 to E911 Service. Cytranet will not provide notice of the upgrade.

Cytranet 911 and E911 Services are not compatible with a Customer moving their phone to a location other than the service address of record where the phone was originally installed or changing their phone number.

For locations with E911 Service, the failure of Geo-coding or address validation, will not allow Cytranet to process the error records in real time and Cytranet will use commercially reasonable efforts to resolve the records in error. There may be instances that will prevent a data integrity unit analyst from correcting errors, causing delays in provisioning the Customer's data into the 911 systems.

The service is predicated on using primary wire line Public Safety Answering Point (PSAP) boundaries for routing Emergency Calls to the appropriate PSAP. The primary wire-line boundary information is collected and is entered into a database for real time queries for PSAP boundary lookup. Customer acknowledges that primary wire-line PSAP boundary data may not be available for the entire United States and that Cytranet is dependent on the PSAPs to provide such information resulting in the use of wireless PSAP boundary data to route an Emergency Call.

For locations with basic 911, the service uses wireless PSAP boundaries when a primary wire-line PSAP boundary is not available. Therefore, the 24x7x365 PSAP telephone number for a Subscriber Emergency Call may correspond to a PSAP other than the PSAP that would normally receive wire-line Emergency Calls placed from the Customer location. Customer's physical service address and call back number will not be presented to the PSAP. In the event caller cannot speak, Customer acknowledges that no information will be provided to the PSAP to contact the Customer to obtain information that could allow them to dispatch emergency services to caller's location. Each PSAP's internal processes will dictate how the call should be handled. Customer acknowledges that it is possible that the emergency

call may not be able to be delivered to the PSAP due to network and systems issues outside of Cytranets' control.

Additional fees may apply should Customer want lines other than the main line to be routed to the ECRC. In the event caller cannot speak or identify their address, Customer acknowledges that Cytranet has no further ability to assist the caller and Customer agrees to indemnify and hold harmless Cytranet from all third party claims arising from such circumstances.

- **Calling Line ID Delivery** – Calling Line ID Delivery, also known as “Caller ID” is a telephone service that transmits a caller’s telephone number to the called party’s telephone equipment during the ringing signal before the call is answered. Where available, the caller ID can also provide a name associated with the calling telephone number.

Levels and Offerings

SIP is offered at a single level of service, however, Customers can opt for the different Service Options listed below.

Availability Dependencies

The availability of Service is dependent on the existence of a suitable network transport from Cytranet to User(s). Cytranet also reserves the right to limit Service availability in the event that necessary Service Components are either unavailable or unattainable at a reasonable cost to Cytranet.

The availability of the Service is also dependent upon the following:

- It is the Customer’s responsibility to ensure that all devices at Customer Premise are able to connect to Equipment and are configured properly. This includes but is not limited to Ethernet switches, Ethernet cabling, work stations, servers and operating systems.
- The availability of this service is dependent on available space, power, hardware and available network connectivity within a given data center.
- Cytranet Connectivity is required for the SIP Service.
- Director-level approval is required for SIP termination to non-Cytranet supported existing phone systems.

Limitations

Customer agrees that Cytranet is not responsible for any unauthorized access or modification of Customer's data while in electronic transmission to or from the Cytranet Data Centers. Customer also agrees that Cytranet is not responsible or liable for any content sent using, or received from, the SIP Service including that which may be illegal, obscene, defamatory, threatening, or that may infringe any trademark, copyright, or other third party intellectual property right.

- SIP Trunking local calling supports up to 2100 minutes of local usage per trunk, per calendar month. In the event that Customer traffic exceeds this limit in a given calendar month, Customer will incur a one (1) cent per minute charge for any overages.
- Fax Service is compatible with most G3 V.17 (14400baud) and V.29 (9600baud) fax machines. Service may not work reliably with Super G3V.34 fax modems. Cytranet will make reasonable efforts to ensure service works reliably with Customer’s existing fax machine. Customer agrees to set their fax machine to

a slower speed, if Cytranet feels necessary. Cytranet is not responsible for any integrator costs necessary to make this change. If reliable faxing over service is deemed unfeasible by either Cytranet or by Customer, then the Customer will bear full cost of ordering and maintaining a POTS line dedicated to faxing via the local RBOC. Cytranet will not be financially liable for inability to provide reliable faxing over this product. If Cytranet is unable to provide reliable fax service over this product, Cytranet agrees to release Customer from contract liability of the one seat being used to provide services to this fax machine. Customer will continue to be liable for remainder of contracted services in such a situation.

- Toll Fraud – Cytranet does not monitor for toll fraud. All calls terminated across the Voice network will be billed at standard rates.

Cytranet will not be responsible for additional/excessive charges or overages incurred by the customer due to toll fraud, employee abuse, or improper business practices related to use of telephone services we provide, including but not limited to:

- Any customer owned equipment not managed by Cytranet that the customer has directed us to be included in their call setup/teardown paths.
- Any customer owned platform or operating system vulnerabilities or improper configuration that could allow toll fraud or improper use.
- Any misconfigured or accidental call forwarding conditions placed on customer owned equipment resulting in overages or excessive charges.
- Invalid or Unassigned Calling Numbers – In the scope of calls sent to Cytranet SBCs by customer equipment, a valid assigned customer calling number is a number that has been ported and/or activated to Cytranet SIP trunking service, assigned to the customer by Cytranet, and defined for the customer in the Cytranet SBCs. When customer equipment routes an outbound call to Cytranet SBCs, the calling number identifier headers in the SIP message should contain an assigned number in the globalized E.164 format. If Cytranet receives a call from the customer with an invalid or unassigned calling number in the SIP URI fields (From, Contact, Diversion, P-Asserted-ID, Record-Route, Route, Refer-To, Referred-By), Cytranet will overwrite that number with a pre-determined BTN (Billing Telephone Number) for that customer. It is important to note that forwarded calls will also follow this rule.
- In the case of forwarded calls, we recommend that you set the Call Manager SIP trunk “Calling Party Selection” parameter to “Last Redirect Number (External).”
- Disconnecting Existing Customer Service – It is the Customers responsibility to disconnect any service with the losing/existing service provider. Cytranet is in no way responsible for disconnecting any existing Customer service.
- Cytranet does not currently provide multiple directory listings per account.

Service Options

The following options may be added to the SIP Services. Description of Service options in no way entitles Customer to the feature, unless specified by Cytranet and Customer in the signed Quote or signed evaluation of a Service Change request. A Separate Service Agreement or Statement of Work may apply to such options and

may have additional costs associated with them. Options below may not be compatible with all variants of SIP Service.

Configuration, Staging and Shipment

Cytranet offers Configuration, staging and shipping of Customer Equipment used to terminate Service. Configuration includes configuration of Equipment to support Cytranet Service. Customers must open a ticket through Cytranet Customer Care to obtain configuration, staging and/or shipping of Customer equipment.

Cytranet reserves the right to bill Customer at current hourly rates for configuration requests that are not required to provide Service outlined herein. Shipping of equipment includes standard ground shipping. Cytranet reserves the right to bill Customer if any alternative shipping method is requested by Customer.

Equipment Management

Cytranet offers management of Customer Equipment used to terminate Service.

A Managed Voice Gateway is a physical device that is configured and managed by Cytranet Managed and Cloud services, provides a demarcation point for voice calls between the customer's SIP capable telephone system and the Cytranet Global SIP Session Border Controllers, and handles any non-standard, non-globalized E164 number addressing schemes and translations. The gateway provides a private interface route-able to/from the customer private network, and a public interface route-able to the Cytranet Global Session Border Controllers.

Local Dialing with Intra-/Inter-State Long Distance Rate

Long Distance Bundles may be purchased in additional minute blocks. Additional minutes will be charged based on rates stated in the Statement of Fees. Calls are billed in 6-second increments, no rounding on a per call basis. This service will terminate telephone calls received from the Customer telephone numbers in to the Public Switched Telephone Network (PSTN). Each call terminated will be measured in six (6) second increments for duration and charged on a usage basis at a rate specified in the contract. Calls are assigned a type from the following:

- Local
- Extended Area Service
- Intrastate-US/US
- Inter-Canada
- International

Each call type may be specified a different rate as specified in the contract. International LD call charged based on a per destination country (land-line and mobile) rate.

Service Delivery Requirements

General

It is Customer's responsibility to ensure that all Users are able to connect to the Service and are configured properly. This includes, but is not limited to, Ethernet switches, Ethernet cabling, workstations, servers, operating systems, and software.

Cytranet's ability to provide services is dependent upon Customer-provided information. Service delivery may be delayed if all information is not provided based on timelines set by the Project Manager.

Installation

Upon receipt of the signed Quote, Cytranet will setup the SIP Service as follows:

- A Project Manager will be assigned to every SIP installation. The Project Manager will contact the client once the order is received.
- If numbers are porting, a full list of telephone/DID numbers will be required by the Customer along with service addresses. A corresponding phone bill that associates to all provided porting numbers is also required.
- A Letter of Agency (LOA) will be provided to the Customer, which will allow Cytranet to port/move existing service. A separate LOA will be provided for Toll Free Service versus DID service.
- The Provisioning Department will submit the signed LOA along with a port request to our Carrier requesting a Firm Order Commitment (FOC) from the losing service provider.

Note about Porting Times: Cytranet will request porting dates and times from the losing service provider between 8:00 AM to 4:30 PM Monday through Friday Central Standard Time. We highly recommend not porting on a Friday because staffing levels for the carrier will be much less available after hours and on weekends.

- If new DIDs or Toll free numbers have been ordered, the Provisioning Department will request the numbers from our carrier. Once the assigned Numbers are received, the Provisioning Department will send a list of new numbers to the Client.
- The Project Manager will contact the client to schedule the port time once the provisioning Department has obtained an FOC date from our Carrier. Port orders are scheduled between 8:00AM–3:00 PM CST Monday –Friday on the FOC date.
- The Project Manager will coordinate with all parties involved by sending out a confirmation to the Customer, Voice Engineers, Provisioning Department and Field Engineer (if one is assigned to Customer). A conference call will be scheduled for all involved parties during the port when deemed necessary.
- On the scheduled port date the Voice Engineer, Provisioning Department, and Field Engineer will configure the SIP Trunks, add new DIDs and Toll Free numbers if applicable, and activate the port with our carrier and test numbers.

- Once all associated telephone numbers have been added/ported and tested, the Voice Engineer will submit the implementation as completed.
- For new Customers, once the port is complete, the Project Manager will send a welcome email to the Customer detailing the completion of services provided by Cytranet along with instructions on how to contact Client Care.
- Cytranet reserves the right to bill customer at current market rates for any cabling required to support service. Cytranet reserves the right to use outside cabling contractors to perform cabling work.
- Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of such customer equipment or integration of such customer equipment in to Customer's internal network. Cytranet is not responsible for and will not be obligated to provide any support of or assistance in configuration, installation, administration, troubleshooting, maintenance, or repair of any software or network application or integration of such software or hardware application in to the Customer Network. Additional managed services are available to cover customer equipment.

If additional configuration work is required due to limitations of the Customer network, Cytranet reserves the right to bill Customer at currently hourly rates for additional configuration time.

Cytranet is not responsible for, and will not be obligated to provide, any support or assistance in configuration, installation, administration, troubleshooting, maintenance, repair, or integration of customer equipment, software, or network application in to the Customer's internal network.



A Series

Enterprise WiFi that just works.

Open Mesh makes WiFi smarter and simpler.

We help create powerful, easy-to-use wireless networks that automatically spread Internet connections throughout hotels, apartments, retail stores, restaurants, small and medium-sized businesses—and just about anywhere else.

The A Series is the next evolution of smarter, simpler WiFi from Open Mesh. The A Series combines high performance with a flexible form factor for enterprise deployments almost anywhere.

With the A Series, we've taken our modular approach to WiFi one step further: not only can the A Series be deployed outside or in, it comes with a flexible installation kit that includes what you need for each mounting option.

Diverse solutions



Hospitality

Powerful, scalable cloud-managed WiFi that keeps guests coming back.



Small/medium-sized business

Secure, cost-effective staff and guest networks built for any environment.



Retail, food and beverage

Zero-touch deployment across 1 or 1,000's of locations. Compelling data and integrations.



Housing

WiFi for new and old apartments, care homes and more with less cost and complexity.

A Series Access Points

Cloud-managed wireless LAN



Open Mesh A Series access points provide robust WiFi coverage anywhere you need to share a connection.

Each access point is a cloud-managed access point, mesh gateway and repeater all in one compact, reliable, high-performance package.



Features

- Zero config, plug-and-play networking
- Self-forming, self-healing mesh
- Free iOS and Android apps
- USB port and 2 gigabit Ethernet ports
- Free cloud-based dashboard for complete management
- Hardware watchdog auto-restarts after power spikes and outages
- LED status indicator

Benefits



Simplified deployments

Simplify deployments with zero config, plug-and-play networking, automatic channel configuration and automatic meshing to extend WiFi signals to dead spots. With flexible mounting options, the same AP can be installed indoors and out: on ceilings, walls, Ethernet jacks and more, making deployment planning easy.



Intuitive management

Open Mesh is powerful enough for pros, but easy enough for almost anyone. With free, centralized cloud management, view and manage all your networks across large sites and multiple locations from a single dashboard. Create splash pages, manage bandwidth, reboot devices, block clients and more in just a few clicks.



Serious reliability

From automatic failover and safe over-the-air upgrades to a hardware watchdog chip and out-of-band management, our solution is built to reduce truck rolls so you can deploy with confidence. And with automated email alerts and scheduled maintenance windows you control, avoid disruption during critical times.



Custom Brandable

Open Mesh is ideal for MSPs, resellers and IT consultants because we make it easy to add your logo to our solution. The A Series includes a blank center tab you can swap in; get this tab molded with your logo or add a sticker to custom brand. Even CloudTrax can be branded as your own cloud solution.

Mounting Options

Universal installation



Install A Series access points indoors and out, for professional WiFi deployments anywhere.

The A Series comes with a flexible installation kit that includes what you need for each mounting option, making deployment planning and inventory management simple.



Features

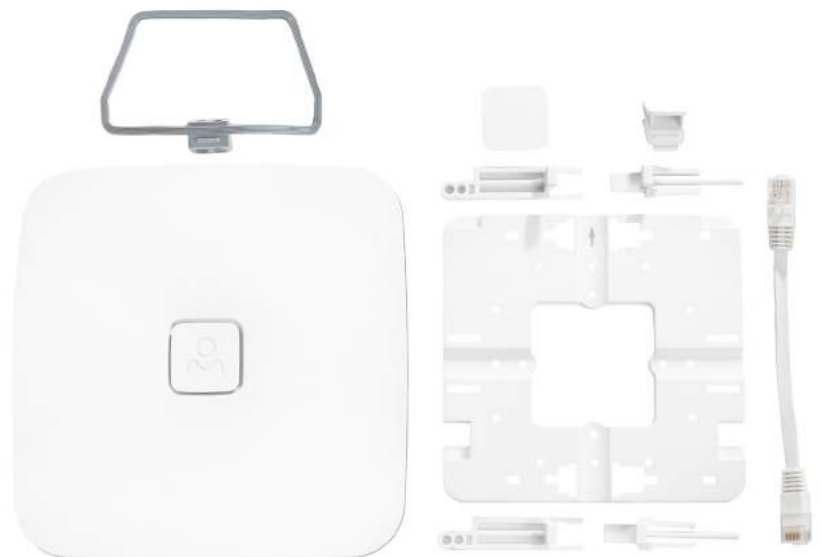
- Water and dust resistant with an IP55 rating
- Mount indoors to an Ethernet jack or junction box (EU, UK, US), solid wall, solid ceiling or t-rail ceiling
- Mount outdoors to a wall or pole
- Universal installation kit included

Benefits



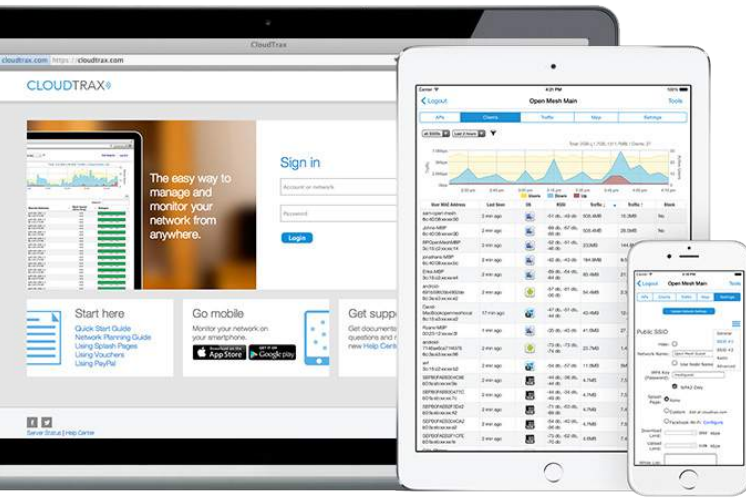
A perfect fit

Open Mesh makes it easy to get wireless coverage exactly where you need it. Out of the box, Open Mesh A Series access points can be installed in most indoor or outdoor locations from a t-rail ceiling or solid wall to an Ethernet jack or pole. The A Series blends in seamlessly in any office, hotel, restaurant or school.



Open Mesh Cloud Controller

Powerful network management



Say goodbye to on-site controllers and monthly fees.

Build and manage your networks across one site or thousands through the cloud. With no servers or software to install, Open Mesh is simple, yet powerful enough to meet the demands of IT professionals.

Features

- Single point of configuration for one access point or thousands
- Automatic reporting and alerts
- Usage statistics and control with client device fingerprinting
- Full captive portal/voucher system
- Free iOS and Android apps
- Zero cost license
- Full CloudTrax API (additional cost)

Benefits



Easy scalability

Whether you're managing one site or thousands, CloudTrax is built to grow with you. Because there's nothing to configure on site, adding new access points and network locations takes just seconds. Create new networks by cloning existing ones and provision new access points in just a click. CloudTrax makes it easy to get all of your networks behind a single pane of glass.



Mobile apps

CloudTrax includes free iOS and Android apps, so you can build, manage and monitor your networks while on the go. Create new networks in seconds, add new APs by simply scanning them, and swap old APs with new with zero typing or configuration. You have access to the full functionality at cloudtrax.com and can switch between mobile and desktop seamlessly.



Multiple SSIDs

CloudTrax can broadcast multiple unique networks, some public and others private. Public networks can be customized with powerful captive portal features, while private networks work seamlessly as an extension of your LAN. Each network can be uniquely named, left visible or hidden, and left open or password-protected with WPA2 encryption.



Automated alerts

Don't have time to check the network status every day? Don't worry. If any access point goes down and doesn't come back up within an hour, CloudTrax will automatically email you (and anyone else you designate). Outage alerts are easy to turn on and off, always keeping you in-the-know when it comes to the health of your wireless network.

A Series Specifications



A42



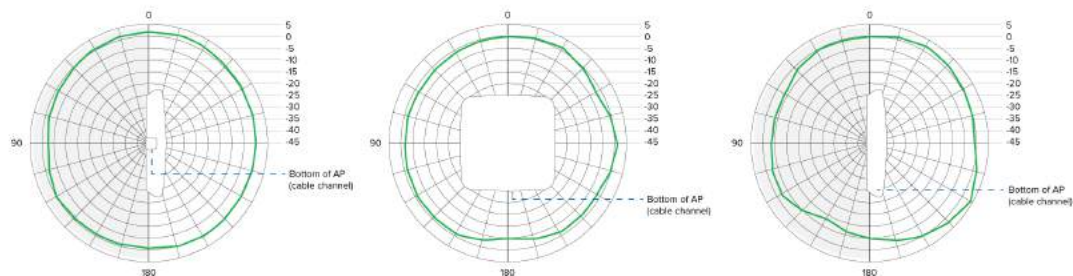
A62



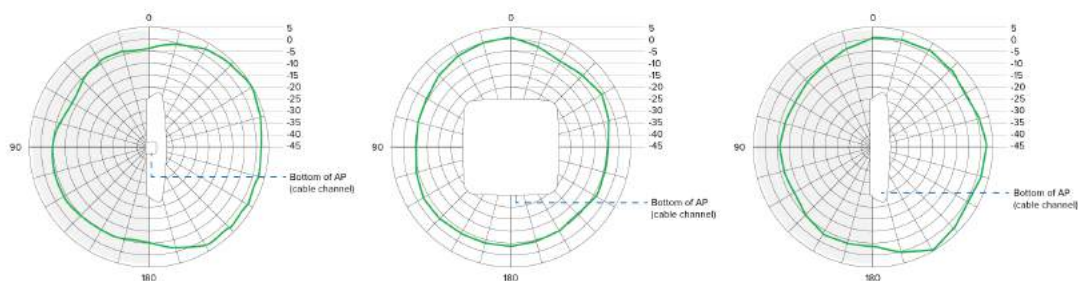
Description	Universal 802.11ac Wave 2 Cloud-Managed WiFi Access Point	Universal Tri-Band 802.11ac Wave 2 Cloud-Managed WiFi Access Point
Wireless Specifications and Capacity		
Recommended users	50–100 per AP	75–150 per AP
Speed (rated)	300 + 867 Mbps	300 + 867 + 867 Mbps
2.4 GHz	2 stream, 802.11 b/g/n (max rate: 300 Mbps)	2 stream, 802.11 b/g/n (max rate: 300 Mbps)
5 GHz	2 stream, 802.11 a/b/g/n/ac (max rate: 867 Mbps) Wave 2, MU-MIMO	2 stream, 802.11 a/b/g/n/ac (max rate: 867 Mbps) + 2 stream, 802.11 a/b/g/n/ac (max rate: 867 Mbps) Wave 2, MU-MIMO
Range (approximate)	75’–150’ indoor (3–4 walls); 400’–600’ outdoor	
Features		
Free cloud management	Built-in cloud management (no onsite controller/management appliance required), WPA/WPA2 Personal and Enterprise, captive portal throttling with splash pages, Facebook WiFi, SSID to VLAN tagging, user management capabilities and much more.	
Automatic firmware upgrades	Yes	
Automatic feature upgrades	Yes	
Zero config, plug and play	Yes	
Self-forming, self-healing mesh	Yes	
Seamless roaming	Yes	
Wireless LAN	4 SSIDs, bridge to LAN, bridge to VLAN (tagging), Public & Private SSIDs	
Hardware and Environmental		
Antenna	Internal: 2 dual-band	Internal: 2 dual-band, 2 single-band
Processor	Qualcomm Dakota IPQ4018	Qualcomm Dakota IPQ4019
Ports	2 Gigabit Ethernet, 1 USB	
Memory	256MB DRAM DDR3	
Hardware watchdog CPU	Yes	
PoE	Standard 802.3af/at or Passive 18–24V (mode A, B, A+B)	
Mounting options	Ethernet or junction box (EU, UK, US), solid wall, solid ceiling, t-rail ceiling, outdoor wall or pole (universal installation kit included)	
LEDs	Multi-color LED status indicator for easy troubleshooting	
Operating temperature	-20 to 50 C	
Indoor/outdoor rating	CE marked for indoor/outdoor use, IP55	
Size	6.5” x 6.5” x 1.2” and .85 Lbs	6.5” x 6.5” x 1.2” and .90 Lbs
Warranty	1 year	

A42 Transmission Patterns

A42 2.4 GHz

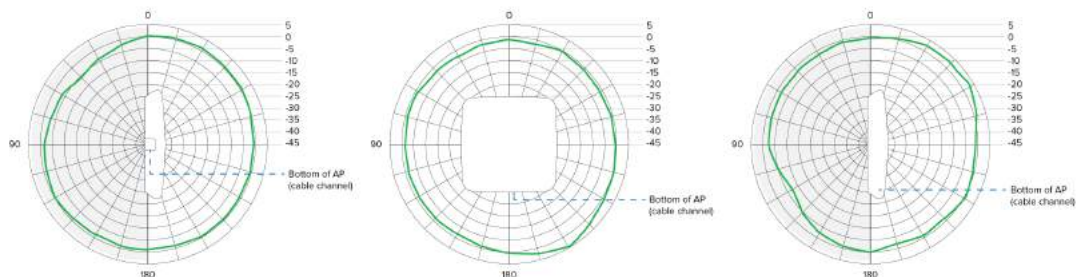


A42 5 GHz

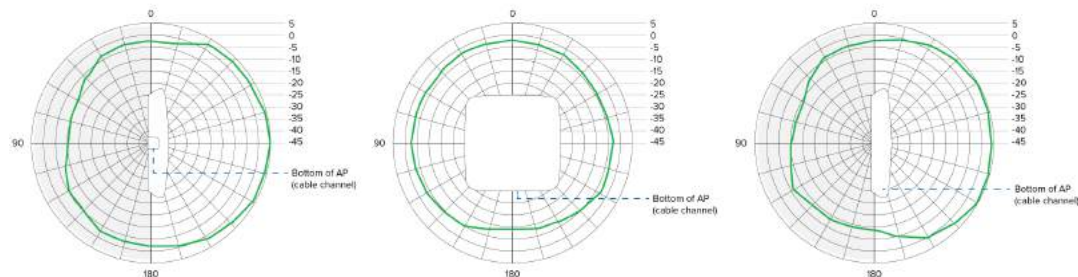


A62 Transmission Patterns

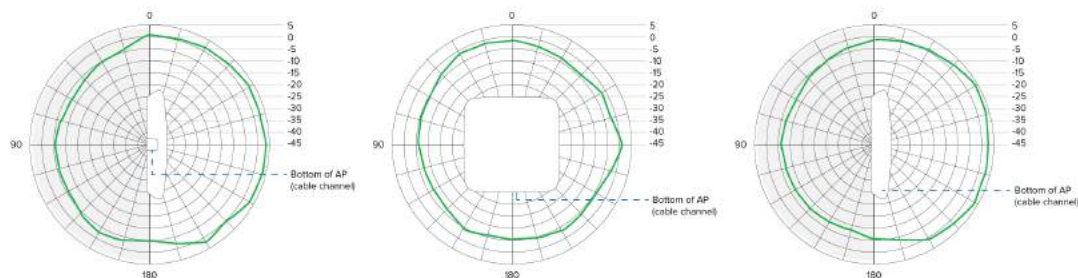
A62 2.4 GHz



A62 5 GHz (1)



A62 5 GHz (2)



FULLY INTEGRATED NETWORKING...JUST ADD INTERNET

Datto delivers everything you need to build your network, packaged into a single, compact device. All you need is an Internet connection.

Built specifically for managed service providers, the Datto Networking Appliance comes fully equipped with built-in network edge routing, firewall, WiFi, intrusion detection and prevention, and fully-integrated 4G LTE failover from Verizon Wireless (no contract and no overages with standard use).

Fully-Integrated Internet Failover & Failback

The Datto Networking Appliance features a fully integrated 4G LTE radio, meaning that when the main Internet connection goes down, the appliance detects it and automatically switches over to Verizon Wireless 4G LTE.

While the appliance operates in failover mode, it continually pings both the primary and secondary (if configured) WAN interface to determine if and when the Internet connection has been restored and is stable. When it is, the appliance seamlessly fails back to its primary Internet connection.

Cloud Management

The Datto Networking Appliance is powered by the Datto Networking cloud management system used to set-up, monitor and manage any network configuration a small to medium sized business might need.

High-Performance Edge Router

Complete with six 10/100/1000 network ports, built-in WiFi, and fully integrated 4G LTE from Verizon Wireless, the Datto Networking Appliance includes everything you need to deploy and manage a high-performance wired or wireless network.

Intrusion Detection and Prevention System

With its advanced unified threat management (UTM) system featuring intrusion detection and prevention, the Datto Networking Appliance actively monitors the network and proactively prevents cyber attacks.

Firewall

Incorporating advanced security features such as stateful packet inspection, port forwarding, DMZ host, client VPN using IPSec IKEv2 and site-to-site VPN, the Datto Networking Appliance delivers peace of mind in a world where cyber-attacks and unwanted cyber intrusions are increasingly common.

Layer 7 Deep Packet Inspection

The Datto Networking Appliance performs application (layer 7) deep packet inspection for all traffic passing through the router. This deep level of analysis enables the appliance to categorize traffic by application, and lays the groundwork for enhanced layer 7 features and capabilities.

Quality of Service - Traffic Shaping

The Datto Networking Appliance includes the ability to prioritize business critical applications, a feature commonly known as Traffic Shaping. Utilizing the simple configuration interface in the Datto Networking cloud management software, a Datto partner can identify those applications that require precedence (such as VoIP) to ensure those applications have enough bandwidth to function in an uninterrupted mode. Traffic Shaping also ensures business critical applications will continue to function, even when the Datto Networking Appliance is in failover mode. The result? Always connected networking, and uninterrupted business critical applications.

External Antenna Option

The Datto Networking Appliance comes fully equipped with three WiFi and two 4G LTE antennas. But as many networking appliances are physically located in a back room, in a closet or simply "out of the way," there are scenarios where the location of the appliance can cause interference and negatively affect the appliance's ability to connect to the LTE network. To remedy this situation, Datto provides an optional, external antenna (see price list for details). This additional antenna support creates more flexibility and options to deploy the Datto Networking Appliance, and improves connectivity, even in low signal environments.



Datto Networking Appliance



System	
DNA-VZ4	
Processor	8 Core 2.4GHz Intel Processor
RAM	8 GB DDR3
Hard Drive	32 GB Industrial Compact Flash
I/O	6 built-in 10/100/1000 Ethernet Ports 2 dedicated WAN Ports, 4 configurable VLAN Ports
WiFi	3x3 MIMO N Type 2.4/5GHz
Connectivity	Fully integrated Multi-band Cat4 Radio (LTE) Verizon Wireless only, not available outside of the U.S.
Client VPN	SSL (Open VPN), T2TP*, PPTP*
Site-to-site VPN	IPSEC.
Internet Protocol Support	IPv4, IPv6*
Firewall	Stateful Packet Inspection, Port Forwarding, 1:1 NAT*, DMZ Host
IDPS	Layer 2 Protocol Analysis (Snort), Port Scanning, Signature-based rule files, Web filtering, Whitelisting, Ad blocker
QoS	Layer 7 DPI, Traffic Shaping, Application Firewall*
Cloud Management	dna.datto.com

* Planned

DNA External Antenna(s)				
	Indoor		Outdoor	
	Wilson 304454 Window		Taoglas OMB.6912.03F21	
Type	Directional Panel		Collinear Dipole Array	
Radiation Pattern	Directional		Omnidirectional	
Band	13	4	13	4.5dB
Gain	5.2dB	10.6dB	4.5dB	2.8dB
Connector (at antenna)	N - Female		N - Female	
Environmental	N/A		-40°C to 60°C	
Operating Humidity	N/A		10% to 90% non condensing	
IP Rating	N/A		IP65	
Dimensions	8.27 x 7.09 x 1.73 inches		12.5 x 1 inches	
Mount Type	Cradle Mount		U Clip	
Included in the box	Mount Clips (10), Zipties (10)		Lightning Arrestor ANT-212-001, Mount Clips (10), Zipties (10), Coax Seal 12"	

Datto Networking Appliance



	Cable Kits					
	Kit 1		Kit 2		Kit 3	
Length	100'		50'		20'	
Band	13	4	13	4	13	4
Loss/ Attenuation	3.9dB	5.97dB	2.0dB	3.0dB	0.8dB	1.25dB
Bend Radius	1"					
Cable Diameter	10.31mm					
Connection Type	SMA - Male					
Environmental	-40°F to +185°F					
Connection (Type at DNA)	SMA - Female					

Managed Networking Services...the Datto Way

At Datto, we believe in the value of great products and an unwavering commitment to 24x7x365 customer service and support. Every Datto Networking product ships with a three-year warranty...backed by our replacement program. If you have an issue with your device, we ship you a new one before you send your damaged device back. That way users are always connected. Powerful networks, the Datto way.

For more information please contact:

Doug Roberts | Sales

Phone: 2513085000

Email: droberts@cytranet.com

Cytranet | <http://www.cytranet.com>

1400A Montlimar Dr, Mobile, AL, 36609



G200

Cloud-managed routing and security, simplified.

Open Mesh makes networking smarter and simpler.

We offer a suite of cloud-managed products and services that make it easier and more cost-effective for IT professionals to manage networks across multiple locations all from a single cloud-based dashboard.

With the G200 we're completing the local networking solution. The G200 is a plug-and-play routing solution that works seamlessly with Open Mesh switches, access points and CloudTrax, Open Mesh's free cloud-based network controller that can manage an unlimited number of devices and networks around the world.

The G200, when combined with Open Mesh access points and switches, shows how simple cloud-managed networking can be.

Diverse solutions



Hospitality

Powerful, scalable cloud-managed WiFi that keeps guests coming back.



Small/medium-sized business

Secure, cost-effective staff and guest networks built for any environment.



Retail, food and beverage

Zero-touch deployment across 1 or 1,000's of locations. Compelling data and integrations.



Housing

WiFi for new and old apartments, care homes and more with less cost and complexity.

The Open Mesh G200 router provides speed and security in one device. When combined with Open Mesh WiFi access points and switches, the G200 allows IT professionals to have a single, cloud-based dashboard for the entire managed network.



Features

- Seamless integration with Open Mesh access points and switches
- Zero-touch configuration, plug-and-play networking
- Quad-core processor with integrated hardware offload engine to run deep packet inspection and QoS at line rate gigabit throughput
- Manage NAT routing, DHCP server, VPN client and point-to-point, VLAN tagging, Quality of Service rules and more
- 4 LAN ports, including 2 passive PoE ports
- Flexible connectivity with 1 SFP WAN port and 1 GigE WAN port
- 1 USB 3.0 port for future expansion
- Tri-color LED status indicator for easy troubleshooting
- Hardware watchdog to recover from unexpected states
- Free intuitive cloud management for complete control and monitoring with no licensing or monthly fees

Benefits



Seamless integration

Integrate painlessly with Open Mesh access points and switches. With a complete networking solution working seamlessly together, deploy with confidence and manage the entire network through a single dashboard. With greater visibility into your network, debugging is easy.



Cloud managed

Every G200 router includes a free lifetime license to CloudTrax. CloudTrax makes it easy to build, manage and monitor networks from anywhere. And because the G200 is managed in the cloud, it's continually getting better with frequent upgrades and new features.



Zero-touch deployment

Make remote deployments easy and scaling up worry free. Configure a router from anywhere without ever touching it. Once the router has power and Internet, it'll connect to CloudTrax to get its configuration and start reporting data. Easily deploy a single router or thousands across multiple sites.



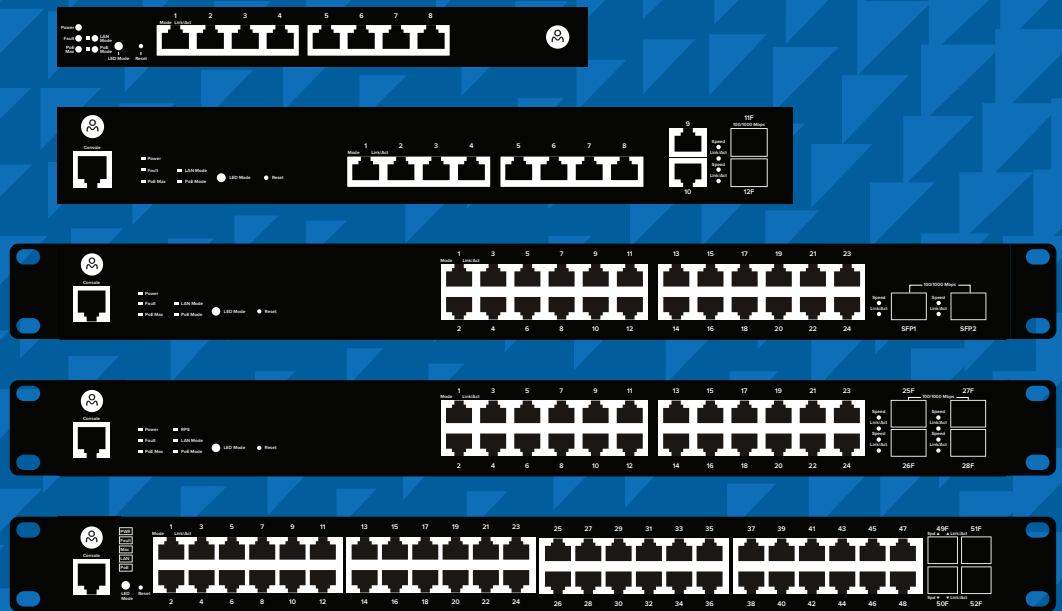
White labeled

Open Mesh is ideal for systems integrators, resellers and IT consultants because we make it easy to add your logos to our devices. Even our cloud controller, CloudTrax, can be completely branded as your own cloud solution.* With no competing messages, your brand is the star of the show.

G200

Description	Cloud-Managed Gigabit Router with Integrated Firewall
Zero Config Plug & Play	Yes
Free Cloud Management, including iOS/Android Apps	Yes
Ports	4 x Gigabit Ethernet LAN ports (including 2 x 24V passive PoE) 1 x Gigabit SFP WAN port 1 x GigE WAN port 1 x USB 3.0 Host Port
Memory	4GB eMMC Flash 1GB DDR3 RAM
Processor	MT7623A Quad-Core ARM
Power Supply	Universal 24V, 60W power supply (included)
LEDs	Port LEDs, tri-color LED status indicator
Management features	NAT routing, stateful firewall, DHCP server, VPN client and point-to-point, VLAN tagging, Quality of Service and more
Performance	2+ Million Packets per second forwarding rate with full Deep Packet Inspection
Mounting options	Desktop and rack mount shelf (not included)
Operating Temperature	0°C to 40°C
Storage Temperature	-20°C to 70°C
Humidity	5% to 90% typical
Dimensions	7.9" x 4.7"
Certifications	FCC, IC, CE
Warranty	1 year





S Series

Cloud-managed switching, simplified.

Open Mesh makes networking smarter and simpler.

We help create powerful, easy-to-use networks that automatically spread Internet connections throughout hotels, apartments, retail stores, restaurants, small and medium-sized businesses—and just about anywhere else.

The Open Mesh S Series is designed to be a plug-and-play switching solution that works seamlessly with Open Mesh access points and CloudTrax, a free cloud-based network controller that can manage an unlimited number of switches, access points and networks around the world.

With the S Series, Open Mesh shows how easy, cost-effective and reliable cloud-managed networking can be.

Diverse solutions



Hospitality

Powerful, scalable cloud-managed network solutions that keep guests coming back.



Small/medium-sized business

Secure, cost-effective staff and guest networks built for any environment.



Retail, food and beverage

Zero-touch deployment across 1 or 1,000's of locations. Compelling data and integrations.



Housing

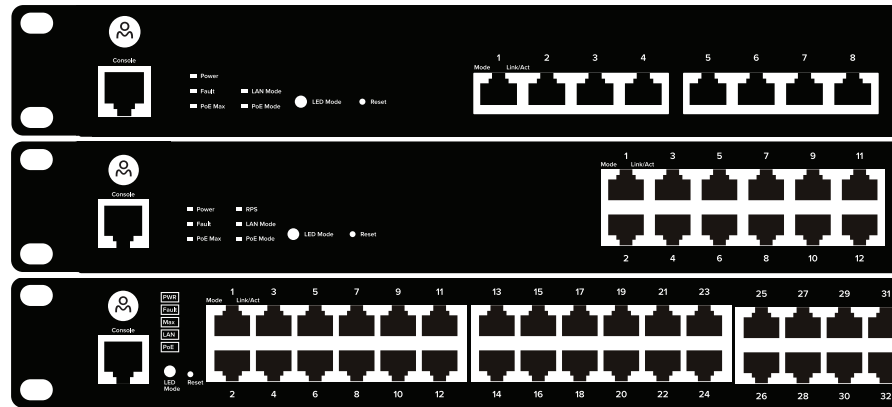
Connect new and old apartments, care homes and more with less cost and complexity.

S Series Switch



Cloud-managed Gigabit PoE+ L2 switches

Open Mesh S Series cloud-managed PoE+ switches are cost effective, simple-to-use networking solutions ideal for multi-site deployments in hospitality, food and beverage, retail, and small and medium businesses.



Features

- Zero-touch configuration, plug-and play networking
- Automatic, seamless interoperability with Open Mesh access points
- Full-featured layer 2 manageability
- PoE+ for flexibility to power all kinds of IP devices
- Free cloud-based network controller for complete control and monitoring with no licensing or monthly fees

Benefits



Cloud managed

Every S Series switch includes a free lifetime license to CloudTrax. CloudTrax makes it easy to build, manage and monitor your networks from any browser or mobile device. And because the S Series is managed in the cloud, it's continually getting better with frequent upgrades and new features.



Seamless integration

Integrate seamlessly with Open Mesh access points. When switches and access points are in the same network, we'll automatically detect Open Mesh access points and enable seamless roaming VLANs. With greater visibility into your network, debugging is easy.



Zero-touch deployment

Make remote deployments easy and scaling up worry free. You can configure a switch from anywhere without ever touching it. Once the switch has power and Internet, it'll connect to CloudTrax to get its configuration and start reporting data. Easily deploy a single switch or thousands across multiple sites.



White labeled

Open Mesh is ideal for systems integrators, resellers and IT consultants because we make it easy to add your logos to our switches and access points. Even our cloud controller, CloudTrax, can be completely branded as your own cloud solution.* With no competing messages, your brand is the star of the show.

**Fees apply for custom branding.*

S Series Specifications



S8-L



S8



S24-L



S24



S48

Zero Config Plug & Play	Yes	Yes	Yes	Yes	Yes
Free Cloud Management	Yes	Yes	Yes	Yes	Yes
Free iOS/Android Apps	Yes	Yes	Yes	Yes	Yes
Mounting Options	Desktop, wall	Desktop, wall mount, rack mount (included)			
Switching Capacity	20Gbps	24Gbps	52Gbps	56Gbps	104Gbps
Power Supply	External	Internal			
Power Cable	US/EU/UK/AU				
Forwarding Mode	Store and Forward				
SDRAM	256MB				
Flash Memory	32MB				
PoE Standard	Supports IEEE 802.3at/af				
10/100/1000Mbps Ports	8	10	24	24	48
SFP slots	N/A	2 (1Gb)	2 (1Gb)	2 (10Gb)	4 (1Gb)
RJ45 Console Port	N/A	1	1	1	1
PoE Capable Ports	Port 1-8 output up to 30W	Port 1-8 output up to 30W	Port 1-24 output up to 30W	Port 1-24 output up to 30W	Port 1-48, output up to 30W
PoE Budget	55W	150W	250W	410W	740W
LED Indicators	Power, Fault, PoE Max, LAN Mode, PoE Mode, Link/Act	Power, Fault, PoE Max, LAN Mode, PoE Mode, Speed, Link/Act			
L2 Features	IEEE802.3ad Link Aggregation, Port Mirroring, Port Trunking, IGMP Snooping v1/v2/v3, IGMP Fast Leave, MLD Snooping, VLAN Group, Voice VLAN, IEEE802.1X Port-based Access Control, IEEE802.1X Guest VLAN, Port Security, Storm Control, Port Isolation, Attack Prevention, Access Control List (ACL)				
Spanning Tree Protocol	802.1D Spanning Tree (STP), 802.1w Rapid Spanning Tree (RSTP), 802.1s Multiple Spanning Tree (MSTP)				
Queue	CoS based on 802.1p priority, CoS based on physical port, CoS based on TOS, CoS based on DSCP				
PoE Management	Power on/off per port, Power class configuration, Power feeding with priority, User define power limit				
Additional Management	SSH Server, Telnet Server, TFTP Client, BootP/DHCP Client, SNMP v1/v2c/v3 support, Command Line Interface (CLI), SNTP, RMONv1, SYSLOG, Cable Diagnostic				
MIB Support	RFC1213, RFC1493, RFC1757, RFC2674				
Operating Temperature	0 to 40°C	0 to 50°C			
Storage Temperature	-20°C to 70°C	-40 to 70 °C	-20°C to 70°C	-40 to 70 °C	-40 to 70 °C
Humidity	5 to 95% non-condensing				
Dimensions (WxDxH)	9.4"x 4.1" x 1.1"	13"x 9"x 1.7"	17.3"x 10.1"x 1.7"	17.3"x 10.2"x 1.7"	17.3"x 16.1"x 1.7"
Weight	1.37 lbs.	4.48 lbs.	7.65 lbs.	8.45 lbs.	13.8 lbs.
Warranty	1 year				

2019-2020 Erate Proposal

Presented By



SPIN # 143032068

Contact: Tom Jordan

314-406-6000

tjordan@proficienttel.com

www.proficienttel.com

ABOUT PROFICIENT TELECOM

Leading Provider:

Proficient Telecom is an industry leading provider of telephone and data communications services to schools and libraries throughout the United States. We develop secure end-to-end solutions to meet the needs of today's complex communications environment, and through the integration of IP-based telecommunications and cutting-edge software applications, deliver economic communications solutions that leverage broadband networks. In recent years we have focused on serving academic institutions, and as a result understand the unique requirements of schools and libraries who undertake the E-rate Form 470/471 application process in pursuit of Universal Service funding.

Our History:

Proficient Telecom was originally founded in 1996 to provide dedicated Internet access services to small and medium-sized businesses in the Midwest. Now in our 23rd year of service, we offer a comprehensive range of telephone, dedicated Internet access, network security and virtual private network services to schools, libraries and small and medium-sized businesses in all 50 states and the District of Columbia.

Our Mission:

Proficient Telecom's mission is to provide high-quality, highly-affordable telephone and high-speed Internet connectivity and related services to schools, libraries and small and medium-sized businesses.

Our Goals:

Simply stated, we focus on meeting your connectivity needs so that you can focus on running your organization. To achieve our mission, we apply ourselves in four key areas important to your operation:

Reliability. To keep you up and running around the clock, we've built a secure network with redundant switching and routing. To this we've added gear from Cisco, Intel and other leading vendors and have topped it all off with diversely routed connections to the Internet over tier-one telecommunications companies. All of this leads to one of the most reliable networks in our service areas.

Service & Support. Our highly-skilled USA-based support team is available seven days a week to address service related problems you may encounter. If it cannot be handled over the telephone, we employ escalation procedures to get your problem into the hands of systems engineers right away. Keeping you up and running is a top priority.

Value. Receiving quality service doesn't have to cost an arm and a leg. With a focus on reliability, our service plans offer the highest price to value ratio in the industry. You may find a lower-priced provider, but you won't find a better value.

Simplicity. We recognize that you need to focus on running your business and not on the latest technical jargon. That's why we speak in your terms - how Proficient Telecom will benefit your organization.

Our Extended Reach & Facilities:

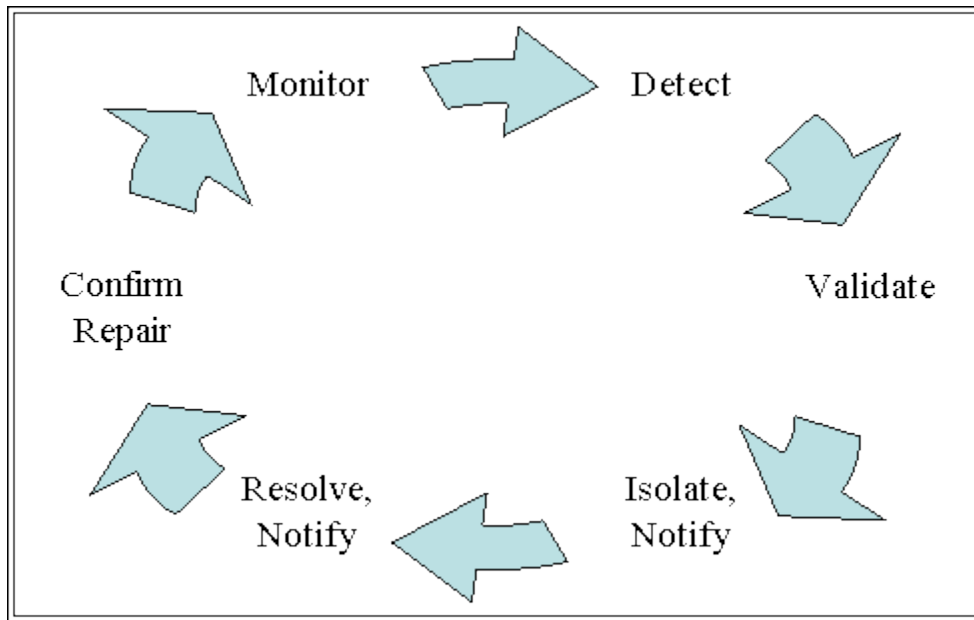
Proficient Telecom provides telephone and data services in DC and all 50 states. Our carrier-class data center and multiple NOCs enable us to offer highly reliable and efficient connectivity solutions.

We partner with multiple Internet backbone providers and maintain relationships with local exchange carriers, including among others AT&T, Verizon and Centurylink.

We monitor all of our customer circuits around the clock from two locations. Our engineers begin to triage any problems within 5 minutes and keep our customers informed throughout any outages.

Our Proactive Approach to Monitoring & Support:

With a focus on relating our business performance to our underlying network performance, Proficient Telecom dedicates staff 24 hours a day, 365 days a year to monitoring the end-to-end performance of its networks, servers and applications. This enables us to not only quickly react to outages when they occur, but also identify developing faults and repair them before they result in outages.



It sounds simple, but surprisingly far too many service providers rely on their customers to tell them when there is a problem.

For an additional fee, we can even customize and extend our monitoring and management into your network to whatever degree you desire – monitoring your internal switches, routers, mail servers, file servers, web servers, UPS and just about any other networked device – and taking proactive pre-determined steps to resolve problems. Clients of these customized services enjoy a complete IT management package - all for significantly lower costs than investing in hardware, software, training, and hiring.

PROPOSED SOLUTIONS AND PRICING

Internet Access Services

Option 1: Internet Connectivity Over Fiber *

Bandwidth	Monthly Service Charge	Non-recurring Charge	Term
50 Mbps	\$739	\$0	36 months
100 Mbps	\$909	\$0	36 months
150 Mbps	\$979	\$0	36 months
250 Mbps	\$1,359	\$0	36 months
400 Mbps	\$1,479	\$0	36 months
500 Mbps	\$1,619	\$0	36 months
600 Mbps	\$1,729	\$0	36 months
1 Gbps	\$1,879	\$0	36 months
2 Gbps	\$2,759	\$0	36 months
3 Gbps	\$3,249	\$0	36 months
4 Gbps	\$3,559	\$0	36 months
5 Gbps	\$3,879	\$0	36 months
6 Gbps	\$4,169	\$0	36 months
7 Gbps	\$4,499	\$0	36 months
8 Gbps	\$4,899	\$0	36 months
9 Gbps	\$5,049	\$0	36 months
10 Gbps	\$5,279	\$0	36 months

* All charges are eligible for E-rate.

All of our technical support is USA-based and every school or library account is assigned an E-rate knowledgeable dedicated account manager regardless of size.

Option 2: Internet Connectivity Over Fiber – Managed *

Bandwidth	Monthly Service Charge	Non-recurring Charge	Term
50 Mbps	\$839	\$0	36 months
100 Mbps	\$1,009	\$0	36 months
150 Mbps	\$1,079	\$0	36 months
250 Mbps	\$1,459	\$0	36 months
400 Mbps	\$1,579	\$0	36 months
500 Mbps	\$1,719	\$0	36 months
600 Mbps	\$1,829	\$0	36 months
1 Gbps	\$1,979	\$0	36 months
2 Gbps	\$2,859	\$0	36 months
3 Gbps	\$3,349	\$0	36 months
4 Gbps	\$3,659	\$0	36 months
5 Gbps	\$3,979	\$0	36 months
6 Gbps	\$4,269	\$0	36 months
7 Gbps	\$4,599	\$0	36 months
8 Gbps	\$4,999	\$0	36 months
9 Gbps	\$5,149	\$0	36 months
10 Gbps	\$5,379	\$0	36 months

* All charges are eligible for E-rate.

All of our technical support is USA-based and every school or library account is assigned an E-rate knowledgeable dedicated account manager regardless of size.

Option 3: Managed Copper/Coax *

Bandwidth	Monthly Service Charge	Non-recurring Charge	Term
Up to 100 x 20 Mbps	\$299	\$0	36 months
Up to 150 x 20 Mbps	\$349	\$0	36 months
Up to 250 x 25 Mbps	\$439	\$0	36 months
Up to 500 x 35 Mbps	\$489	\$0	36 months
Up to 1000 x 35 Mbps	\$609	\$0	36 months

* All charges are eligible for E-rate.

Other service providers don't actively monitor their cable modem or DSL services. Instead, they wait for you to let them know when you are having a problem. In contrast, Proficient Telecom monitors your connection 7x24x365 and begins resolution procedures as soon as we see a service aberration.

All of our technical support is USA-based and every school or library account is assigned an E-rate knowledgeable dedicated account manager regardless of size.

Telephone Service – 3 cost-effective options:

- 1) **Individual Telephone Line Replacement** – a lower cost IP alternative to traditional analog telephones/ POTS lines; works individually with a traditional analog phone, with a VoIP phone or plugged into a phone system.
- 2) **IP PRI** – a VoIP replacement for a traditional PRI that plugs into a phone system (PBX)
- 3) **Hosted Business Lines** – Individual phone line replacement with an advanced feature set
- 4) **Auto Attendant for both Taylor & Eastern Ave** – If we are providing services at both locations, we can provide Breakthrough with a common Auto Attendant for \$40 per month (e.g., “press 1 for Eastern Ave campus main office”, “press 2 for the Taylor campus main office”, press 3 for). These are just examples. You will be able to set up and record your own customized solution.

Option 1: Individual Telephone Line Replacement – a SIP trunk alternative to traditional business lines. Appropriate for organizations that utilize individual phone lines and telephones without a telephone phone system (PBX) or for organizations with a phone system currently served by a few traditional analog lines

	Monthly Service Charge	Installation & One-time Charges	Term
3 Lines	\$47.85	\$0	3 Years
<u>Pooled Minute Bundles</u>			
2,000 Minutes	\$40.00		
5,000 Minutes	\$95.00		
10,000 Minutes	\$180.00		
<u>Other</u>			
Each Toll-free Telephone Number	\$2.50		
Each Min. Above Purchased Minute Bundle	2.3 cents		
Each Additional Line	\$13.95		
Local Number Portability		\$18 per each number ported	

Key Benefits from Proficient Telecom Individual Telephone Line Replacement

- 1) Targeted at schools & libraries that utilize individual analog lines
- 2) Less expensive than traditional business phone lines
- 3) All of your existing telephone numbers are easily ported to Proficient
- 4) Can be used with individual VoIP telephones, plugged into a phone system or with traditional analog telephones
- 5) Leverages your existing telephone handsets. No need to invest in new hardware to take advantage of VoIP
- 6) Auto failover and recovery to and from a designated alternate number if your phone system fails or goes down
- 7) Simple à la carte pricing. Choose the number of lines needed (based on what your currently have) and the number of DIDs (based on the number of telephone numbers you have) and add a pooled minute bundle. One-time charge to port existing telephone numbers from your existing carrier to Proficient.
- 8) Attractive pricing is especially beneficial given E-rate telephone discount phase-out

Option 2: IP PRI Service – for schools and libraries that currently have a phone PBX (with handsets connected directly to it) that is connected to the telephone network by a conventional PRI or newer VoIP SIP trunks

	Monthly Service Charge	Installation & One-time Charges	Term
Service Termination and Port	Included		
Up to 23 Call Paths – Serves Up to 23 Concurrent Calls	Included		
Monthly Service Charge	\$179.00	\$0	
<u>Pooled Minute Bundle</u>			
5,000 Minutes	\$95.00		
7,000 Minutes	\$130.00		
10,000 Minutes	\$180.00		
20,000 Minutes	\$340.00		
<u>Other</u>			
Each DID Telephone Number	\$1.95		
Each Toll-free Telephone Number	\$2.50		
Each Local/Long Distance Min. Above Purchased Minute Bundle	2.1 cents		
Each Additional concurrent Call Path above 23	\$9.95		
Local Number Portability		\$18.00 per each number ported	
			3 Years

Simple Pricing. Choose the number of PRI needed based on the number of concurrent call paths needed (maximum number of phones simultaneously in use). Then add the number of DIDs you currently have and choose a minute bundle.

Key Benefits from Proficient Telecom IP PRI service

- 1) Targeted at schools & libraries with a existing phone system or PBX
- 2) Less expensive than traditional PRI
- 3) Better scalability. Pay only for what you need. Purchase only the call paths you need above 23. No need to add capacity in incremental blocks of 23 like traditional PRI (see examples below).
- 4) All of your existing telephone numbers are easily ported to Proficient
- 5) Leverages your existing phone equipment and PBX. No need to invest in new gear to take advantage of new technology. Proficient can provide a PRI handoff to existing PBX.
- 6) Optional Auto-failover available to automatically redirect your primary line to an alternate telephone in the event your PBX becomes inoperable
- 7) Attractive pricing especially beneficial given E-rate discount phase-out

IP PRI Service Pricing Examples

1. if your organization currently has 1 PRI (and had no more than 23 phones/simultaneous call paths active at the same time), 5 DID telephone numbers and uses 5,110 minutes of total usage, then your Monthly Recurring Charge = \$179.00 (for 1 PRI) + \$9.75 (for 5 DID) + \$95.00 (for minute bundle) + \$2.31 (for minute overage) = \$286.06 per month. Additional charges apply for outbound calls outside of the United States. Additional taxes and regulatory charges may apply and vary by location.
2. if your organization currently has 2 PRI (but has not more than 30 simultaneous call paths active at the same time), 12 DID telephone numbers and uses 9,800 minutes of total usage, then your Monthly Recurring Charge = \$179.00 (for 1 PRI) + \$69.65 (for 7 additional call paths above 23) + \$23.40 (for 12 DID) + \$180.00 (for 10,000 minute bundle) = \$452.05 per month. Additional charges apply for outbound calls outside of the United States. Additional taxes and regulatory charges may apply and vary by location.
3. if your school currently has 2 PRI (but has no more than 40 simultaneous call paths active at the same time), 15 DID telephone numbers and uses 14,500 minutes of total usage, then your Monthly Recurring Charge = \$179.00 (for 1 PRI) + \$170.00 (for 17 additional simultaneous call path above 23) + \$29.25 (for 15 DID) + \$180.00 (for 10,000 minute bundle) + \$95.00 (for 5,000 minute bundle) = \$652.40 per month. Additional charges apply for outbound calls outside of the United States. Additional taxes and regulatory charges may apply and vary by location.

Option 3: **Hosted Line Service** - for schools & libraries that want to replace their business analog telephone lines with feature-rich VoIP Phones

	Monthly Service Charge	Installation & One-time Charges	Term
<u>2 Line options: Feature and Basic</u>			
Feature Line Service Up to 2000 Minutes of Usage	Included Included		
Monthly Service Charge per Feature Line	\$27.95	\$0	
Basic Line Service Up to 200 Minutes of Usage	Included Included		3 years
Monthly Service Charge per Basic Line	\$10.95		
<u>Other</u> Each Local/Long Distance Min. Above Included	2.3 Cents		
Local Number		\$18 per each number ported	

* must be qualified

Simple Pricing. Choose the number of lines you need based on how many lines you currently

Key Benefits from Proficient Telecom Hosted Line Service

- 1) A digital replacement for traditional analog telephone lines/phones
- 2) Requires IP phones (either yours or phones we provide)
- 3) Lower cost per line than traditional analog business telephone lines
- 4) Efficiently use minutes across lines. .
- 5) No PBX annual service agreements. No PBX to repair or upgrade. Proficient Telecom takes on this responsibility for you so that you can focus on other priorities.
- 6) Attractive pricing especially beneficial given E-rate discounts are being phased out

Option 4: Pay Per Minute – available to schools & libraries that also purchase select Internet connectivity solutions. No line fees – pay only for minutes used.

	Monthly Service Charge *	Installation & One-time Charges	Term
<u>Shared Local & Long Distance Min Bundles</u> 3,000 Minutes 5,000 Minutes 10,000 Minutes Local Number Portability	Custom Solution Custom Solution Custom Solution	 \$18 per each number ported	

* Requires a planning call to properly price

Key Benefits from Proficient Telecom Hosted Line Service

- 1) Leverages combined subscription of Internet access and telephone service from Proficient Telecom
- 2) Often the most cost-effective solution
- 3) Customized to meet your organization's specific needs.

Other Available Services

- Cost-effective failover solutions to keep your organization up and running during critical student testing
- Firewall - starting at \$50 per month
- CIPA Compliant Content Filtering, Gateway Antivirus and SPAM Blocking – Need to discuss specific needs to finalize pricing
- Point-to-Point & MPLS – Have great pricing, but need to discuss your specifics

Proficient Telecom offers a variety of telephon and data solutions, some of which may not be listed here. **Call 314-406-6000 for pricing of alternatives not provided above.**

Important Notes Regarding Services:

1. **Other bandwidths and circuit sizes available. Certain services may be limited by distance and/or line-of-sight.**
2. **All pricing is before any applicable E-rate discounts specific to your organization. Final pricing will be lower after your organization's discount is applied. Proficient may bill your organization only for its applicable percentage.**
3. **E911 & additional regulatory fees and taxes may apply.**
4. **Dedicated data circuits include 7x24 active monitoring.**
5. **Some services and pricing subject to final engineering.**
6. **All circuits require specific-needs interview with applicant. Your specific needs may impact pricing and terms.**
7. **Some services offered in conjunction with service partners.**
8. **All proposals are contingent upon execution of service agreement. Terms vary by service.**

Additional Service Elements

- *Connectivity.* Proficient Telecom will provide circuit(s) from its closest designated facility or POP to your location. The customer premise end of each data circuit will connect to your premise router, while the Proficient Telecom end of each circuit will connect to Proficient Telecom's network at its local network POP. Proficient Telecom's network includes connections to multiple upstream providers of connectivity to the Internet, providing you with redundant access to the Internet 24 x 7 x 365.

- *Proactive Status Monitoring.* Proficient Telecom engineers continuously monitor the status and utilization of your IP circuit(s) around the clock 365 days a year from Proficient's Network Operations Centers. Any issues, including outages, denial of service attacks, probable viruses originating from the client network, etc. are immediately addressed. Your designated contact will be alerted by telephone, pager or email if your circuit(s) fail and then again when each is working properly. This reduces burden on IT staffs or provides a safety net for smaller organizations without dedicated IT personnel.
- *Technical Support.* USA-based friendly live technical support available via telephone or email 24 hours a day.

OTHER IMPORTANT CONSIDERATIONS

Any school or library actively evaluating service providers should consider the following questions:

1. What is important to our current provider or the provider we are considering? Are schools and libraries at the core of their market focus? Do they understand our requirements?

Proficient Telecom is an experienced provider of services to institutions receiving Universal Service funding under the Schools and Libraries Program of the Universal Service Fund, and as such, understands the unique requirements of institutions receiving funding under this program.

2. Will our current provider or the provider we are considering be available when we need them? Do they provide 7 X 24 live USA-based technical support?

Proficient Telecom provides over the telephone and email USA-based technical support 24 hours a day, 7 days a week.

3. Will our current provider or the provider we are considering monitor our network, proactively address problems and notify us of aberrations that will likely soon cause us problems, or will they rely on us to tell them when there is a problem?

Outages while infrequent are just a part of life. Proficient Telecom continuously monitors the status and utilization of your circuits. In the event of an outage, we proactively take steps to resolve it.

INSTALLATION DETAILS & CONTRACT REQUIREMENT

Installation includes:

- Coordination with local exchange central office and facility personnel to complete the installation as required
- Working with your internal or external IT team as necessary
- WAN side configuration of a new router, if required
- Completion of any required customer DNS changes

Contract Required:

This proposal is not binding. Customer must enter into a service agreement to effect an order and initiation of service.

E-RATE SERVICE PROVIDER

V2 Ventures, LLC d/b/a Proficient Telecom is an authorized provider of data and telecommunications services under the E-rate Program. Our Service Provider Identification Number (SPIN) is **143032068**.

CONTACT INFORMATION

Questions should be directed to Tom Jordan, who may be reached by telephone on 314-406-6000 or by email at tjordan@proficienttel.com.

E-rate Proposal for PHARR MEMORIAL LIBRARY BEN 141668



To:
Adolfo Garcia
Library Director
PHARR MEMORIAL LIBRARY
121 E Cherokee Ave
Pharr, TX 78577
Office: 956 402-4650
Email: adolfo.garcia@pharr-tx.gov

From:
Carol Morrison
Sales/Marketing Program Support
AT&T CORP
SPIN: 143001192
1116 Houston St, Rm 104
Fort Worth, TX 76102
Office: 817 212-5353 Email: cm334d@att.com

Introduction

In response to PHARR MEMORIAL LIBRARY's Form 470 bid #190026845, I am providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding.

The solution includes the following components:

- AT&T Dedicated Internet is an internet access service that combines a symmetrical, dedicated connection with symmetrical bandwidth (same download and upload speeds) and provides reliable, high-performance connectivity. AT&T Dedicated Internet includes maintenance of the communications link between service locations and the AT&T network.



Features and Benefits

The solution gives you the following:

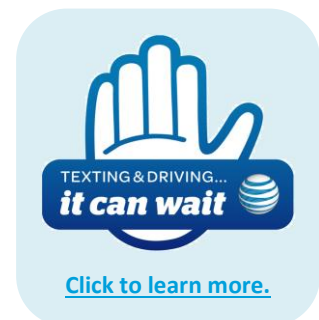
- **Global IP Backbone Network**—connects businesses on 6 continents representing 99% of the world's economy. It's one of the world's most advanced and powerful IP backbones, carrying a full range of IP-based services. Our industry-leading network is the backbone for our integrated cloud solutions. And it's growing even stronger. We're moving from a hardware to software-centric model. This will help meet future needs and give our customers more flexibility and control of their networking services
- **AT&T BusinessDirect®**—is an online portal that provides tools to let you manage your AT&T account and your contracted services 24x7. The tools automate many tasks by enabling your internal systems to interact directly with ours. As a result, you can save time by conveniently and securely managing your AT&T services anytime and minimize the need to make phone calls and wait for return calls.
- **Enterprise-Class Support**—includes 24x7 expert technical assistance, and we back our service with strong Service Level Agreements (SLAs) and provisioning intervals. This means that you can count on support and service when you need it.
- **Customizable Service**—means ADI provides you with customizable maintenance, service, and support options, so you can choose the level of network management you need. And, as an industry-leading network provider, we have the flexibility and resources to help you prepare for the future. As a result, you can customize your service and keep your competitive edge.



Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.att.com/erate and download the E-rate brochure.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are dedicated to the education industry and are well versed in the issues and challenges that today's educators face.
- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.





Solution Pricing

Pricing for AT&T Dedicated Internet is based on the following term: **12, 24, or 36 months.**

Rates are PER circuit. Prices quoted do not include your E-Rate discounts, communication fees and taxes.

Pricing is specific to the address, **121 E Cherokee Ave, Pharr, TX 78577** only.

Changes in location may cause delay in implementation and/or additional cost. Additional sites may qualify for this pricing pending fiber availability review.

Note: MRC = monthly recurring charge and NRC = non-recurring charge.

AT&T Dedicated Internet (ADI) 12 Month Term - SPIN 143001192					
Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router	TOTAL Monthly (MRC) **	NRC - Install/One Time
1 GB	\$875.00	1 GB	\$3,934.00	\$4,809.00	\$0.00

AT&T Dedicated Internet (ADI) 24 or 36 Month Term - SPIN 143001192					
Access Speed	Access Monthly	Port Speed	Port Monthly w/AT&T Managed Router	TOTAL Monthly (MRC) **	NRC - Install/One Time
1 GB	\$875.00	1 GB	\$786.80	\$1,661.80	\$0.00

Extensions beyond standard contract term:

12 months – Up to four 12-month renewal options

24 months – Up to three 12-month renewal options

36 months – Up to two 12-month renewal options

**E-rate Proposal for
PHARR MEMORIAL LIBRARY
BEN 141668**



Should conduit be required on your property to facilitate fiber installation, AT&T will provide up to 1000 ft. of conduit at no cost. The customer is responsible for the provisioning and monthly cost of one phone line for management and remote troubleshooting when using an AT&T Managed Router.

At speeds greater than 100 Mbps, an optical interface (1000Base-SX multi-mode or 1000Base-LX single mode) is required. AT&T Technician onsite installation, setup and testing of the managed router is provided at no cost. AT&T personnel unpack, mount, connect, configure and test the managed router. AT&T installation is required for all optical interfaces.

Static IP addresses are provided by AT&T Internet. No Special Construction Charges are required.



Important Information

AT&T Dedicated Internet is provided by AT&T Corp. For ADI with Managed Router, installation charges are waived for telephone-supported installation; the customer is responsible for the provisioning and monthly cost of one phone line for management and troubleshooting of the managed service and router. AT&T may provide Entrance Facility Construction (EFC) for eligible customers, as explained in Section GP-15 of the AT&T Business Service Guide General Provisions. Customers who do not qualify for AT&T EFC are responsible for providing the conduit/structure as well as the path from the property line to the demarcation point for access to the primary route.

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Copyright Notice and Statement of Confidentiality**—©2017 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation, or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclose or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible Education purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo. **End User Equipment**—Beginning with funding year 2015, E-rate recipients must cost allocate non-ancillary ineligible components that are bundled with eligible products or services, including those end user device components that previously would have fallen within the scope of components not requiring cost allocation as described in the 2010 Clarification Order. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ <http://www.usac.org/sl> and Cost Allocation Guidelines for Services @ <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.aspx>. Equipment availability and pricing is subject to change based on when plans are activated.



SMARTCOMTELEPHONE, LLC.

Monday, March 18, 2019

Smartcom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

Adolfo Garcia
Pharr Memorial Library
121 East Cherokee
Pharr, TX 78577

**RE: E-Rate Round 22 Funding Year 19, Form 470 Application Number: 190026845,
PML2019ERATE470**

Mr. Garcia,

SmartCom Telephone, LLC. is pleased to submit a response to your Form 470 Application Number: 190026845. As we have done in the past, Smartcom will continue to provide excellent service under the E-rate program.

SmartCom has provided pricing for elements of the Form 470 Application Number: 190026845 to include Internet Access and Point to Point Ether Private Line Services.

Please feel free to call me if you have any questions. My direct line is 956-213-1274. My fax number is 956-213-1203. You can also e-mail me at rsanchez@smartcomtelephone.com.

Regards,

Robert Sanchez
K-12 Account Specialist



SMARTCOM TELEPHONE, LLC

PHARR MEMORIAL LIBRARY

E-Rate Round 22 Funding Year 19
Form 470 Application Number: 190026845

Allowable Contact Date: Friday, March 22, 2019

Submitted to:

Pharr Memorial Library
Adolfo Garcia
121 East Cherokee
Pharr, TX 78577

Submitted by:

Robert Sanchez
Government and Education Specialist
rsanchez@smartcomtelephone.com
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501
SPIN# 143020929

Friday, March 22, 2019

Robert Sanchez

rsanchez@smartcomtelephone.com

SPIN# 143020929

FCCRN: 0008358285

Internet Access		Qty	Unit Cost Monthly	Total Monthly	Term	Installation One Time Cost	Notes
Internet Access (1Gbps)		1	\$699.000	\$699.00	12 Month	\$0.00	Smart Fiber Included Fiber Transport
Internet Access (1Gbps)		1	\$649.000	\$649.00	36 Month	\$0.00	Smart Fiber Included Fiber Transport
Point to Point Ethernet Private Line		Qty	Unit Cost Monthly	Total Monthly		Installation One Time Cost	Notes
Point to Point Ethernet Private Line (1Gbps)		1	\$549.000	\$549.00	36 Months	\$0.00	Under Contract until June 30, 2021

Records / FCC Forms 470

PML2019ERATE470 - #190026845

[Summary](#)[Generated Documents](#)[News](#)[Related Actions](#)

Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

Application Information

Nickname PML2019ERATE470
Application Number 190026845
Funding Year 2019
Status Certified
Allowable Contract Date 3/22/2019

Created Date 2/22/2019 10:27 AM CST
Created By adolfo.garcia@pharr-tx.gov
Certified Date 2/22/2019 10:46 AM CST
Certified By adolfo.garcia@pharr-tx.gov
Last Modified Date 2/22/2019 10:46 AM CST
Last Modified By adolfo.garcia@pharr-tx.gov

Billed Entity Information

Name PHARR MEMORIAL LIBRARY**Billed Entity Number (BEN)** 141668

Application Type and Recipients of Service

Applicant Type Library
Recipient(s) of Service ☐ Public Library
☐ Main Branch

Number of Eligible Entities 1

Contact Information

Name Adolfo Garcia
Email adolfo.garcia@pharr-tx.gov

Phone Number 956-402-4650

Services Requested

Category 1: Data Transmission and/or Internet Access

Type	Function	Function Other Description	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Installation and Initial Configuration?	Associated RFP
Data Transmission and/or Internet Access	Internet Access: ISP Service Only (No Transport Circuit Included)		2			1 Gbps	1 Gbps	No	
Data Transmission and/or Internet Access	Leased Lit Fiber (with or without Internet Access)		2	2	Circuits	1 Gbps	1 Gbps	No	

Category One Narrative

Speed Internet Access 1 GB
 Point to Point Ethernet Private Line 1GB

There are no Services Requested For Category 2

Technical Contact Information

Name Adolfo Garcia
Title Library Director

Phone Number 956-402-4650
Email adolfo.garcia@pharr-tx.gov

State or Local Procurement Requirements

Will follow city's procurement guidelines



SMARTCOM TELEPHONE, LLC

Monday, March 18, 2019

VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 20+years. We are a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employs 30+ staff members eight of them which are assigned to customer services.

SmartCom currently provides services to Public Libraries, School Districts, Cities and other business accounts across the valley. Service offering includes Telephone, Hosted VoIP, High Speed circuits [T-1s, PRI's, DS3s, Smart Fiber Circuits 1Gbps-10Gbps, etc.]) See Smartcom Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (SPIN 143020929). SmartCom employees staff with over eighteen (18) years of E-rate experience.

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

Future Offerings:

SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") in some areas. In others, it will support facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the throughout the Valley.

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that has been required by many business and organizations has caused many managers to take a second look at SmartCom when they may not have seriously considered us before. SmartCom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, SmartCom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services is directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.

SmartCom *The SMART choice in Telephone & Data Services*

Monday, March 18, 2019

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have some very satisfied customers here in South Texas. Some of our clients include:

Rio Grande Valley Municipal Governments:

City of McAllen	Telephone and Internet Access Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Access and Data Services (City Wide)

Public School Districts & Public Libraries: (E-RATE)

Alice ISD	Data Services (District Wide)
Beeville ISD	Data Services (District Wide)
Brooks ISD	Data Services (District Wide)
Brownsville ISD	Internet and Data Services (District Wide)
Brownsville Public Library	Internet Access Services
Corpus Christi ISD	Internet Services
Donna ISD	Telephone, Internet Access and Data Services (District Wide)
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edcouch-Elsa ISD	Telephone, Internet Access and Data Services (District Wide)
Edinburg CISD	Telephone, Internet and Data Services (District Wide)
Elsa Public Library	Internet Access Services
Harlingen ISD	Internet Access Services
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
Hidalgo Public Library	Telephone and Internet Access Services
La Feria ISD	Telephone, Internet Access and Data Services (District Wide)
La Joya ISD	Internet Access and Data Services (District Wide)
Laredo ISD	Internet and Data Services and Dark Fiber Services
Laredo United	Internet Access and Data Services (District Wide)
Los Fresnos ISD	Telephone, Internet Access and Data Services (District Wide)
Mathis ISD	Data Services
Mercedes ISD	Internet Access Services
Mid Valley Academy and Gateway Academy	Internet Access and Data Services
Mission CISD	Telephone and Data Services (District Wide)
Monte Alto ISD	Telephone, Internet Access Services
Pharr Memorial Library	Internet Services
Pharr-San Juan-Alamo ISD	Internet Access and Data Services
Port Isabel ISD	Telephone, Internet Access and Data Services (District Wide)
Premont ISD	Data Services (District Wide)
Region One Service Center	Telephone Services
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)

P.O. DRAWER 3097 • MCALLEN, TX • 78502-3097

PHONE: 956-687-7070 • TOLL FREE: 888-302-1125 • FAX: 956-213-1247

WWW.SMARTCOMTELEPHONE.COM

SmartCom The **SMART** choice in Telephone & Data Services

Santa Gertrudis ISD	Internet Access Services and Data Services (District Wide)
San Maria ISD	Internet Access Services
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet and Data Services (District Wide)
South Texas ISD	Telephone, Internet and Data Services (District Wide)
Valley View ISD	Data Services (District Wide)
Vanguard Academy	Telephone Services
Webb CISD	Telephone, Internet Access and Data Services
Weslaco ISD	Telephone Services

Higher Education:	
UTRGV	Telephone and Data Services
Texas A&M	Telephone and Internet Access Services
South Texas College	Data Services

Rio Grande Valley Business Sector:	
AIM Media Texas <i>(The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)</i>	Telephone, Internet and Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express <i>(Pharr, South Padre Island, Laredo)</i>	Telephone and Internet Services (varies by location)
Staybridge Suites <i>(McAllen, Brownsville)</i>	Telephone Services
La Copa Hotels <i>(McAllen, Alamo, Mercedes, South Padre Island)</i>	Telephone and Internet Services
La Quinta Hotels <i>(Alamo, South Padre Island)</i>	Telephone and Internet Services

Even with this short list, you can see that we have a wide variety of customers both in size and type. I'll be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers. If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**).

Services:

Primary Rate Interface (PRI) – High Capacity Voice Service
 SIP Trunking (Voice)
 Basic Telephone Services ("POTS")
 Long Distance Telephone Services
 MPLS Data Transport
 Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)
 PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

SmartCom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you do to!

Best regards,
 Smartcom Telephone, LLC

You *DO* have a choice

on who provides you with your telephone service

.....make the *SMART* choice

State & Local Government

K-12 Public Sector

Voice & Data - Smartcom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

PRI Services - Does your organization need more than just a few phone lines and the ability to direct dial a department? Smartcom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what Smartcom can do for you.

Internet Access & Transport Services- Smartcom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!



Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX - VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure



Reclaim Your Network

NEC

Empowered by Innovation



Dynamic Security for the Global Network

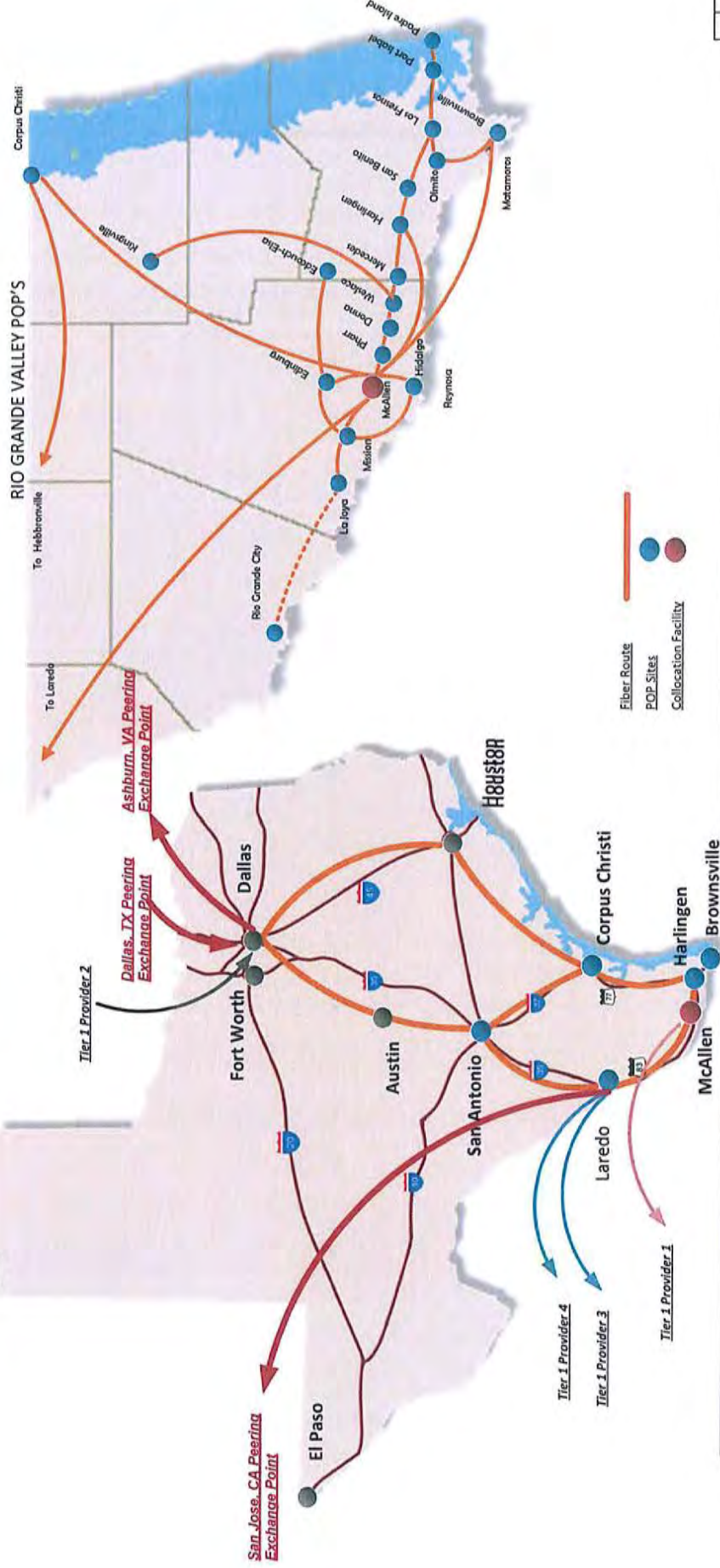


Empowered by Innovation

Smartcom Telephone, LLC for Telecommunications **SPIN # 143020929** – Alan Yoder Enterprises, Inc for Internal Connections **SPIN# 143020902**
600 Ash Avenue, McAllen, Texas 78501 • Phone 956.687-7070 • Toll Free 888.302.1125 • Fax 956.213.1203 • www.smartcomtelephone.com

SmartCom Telephone Carrier-Diverse Internet Routes

December 11, 2018



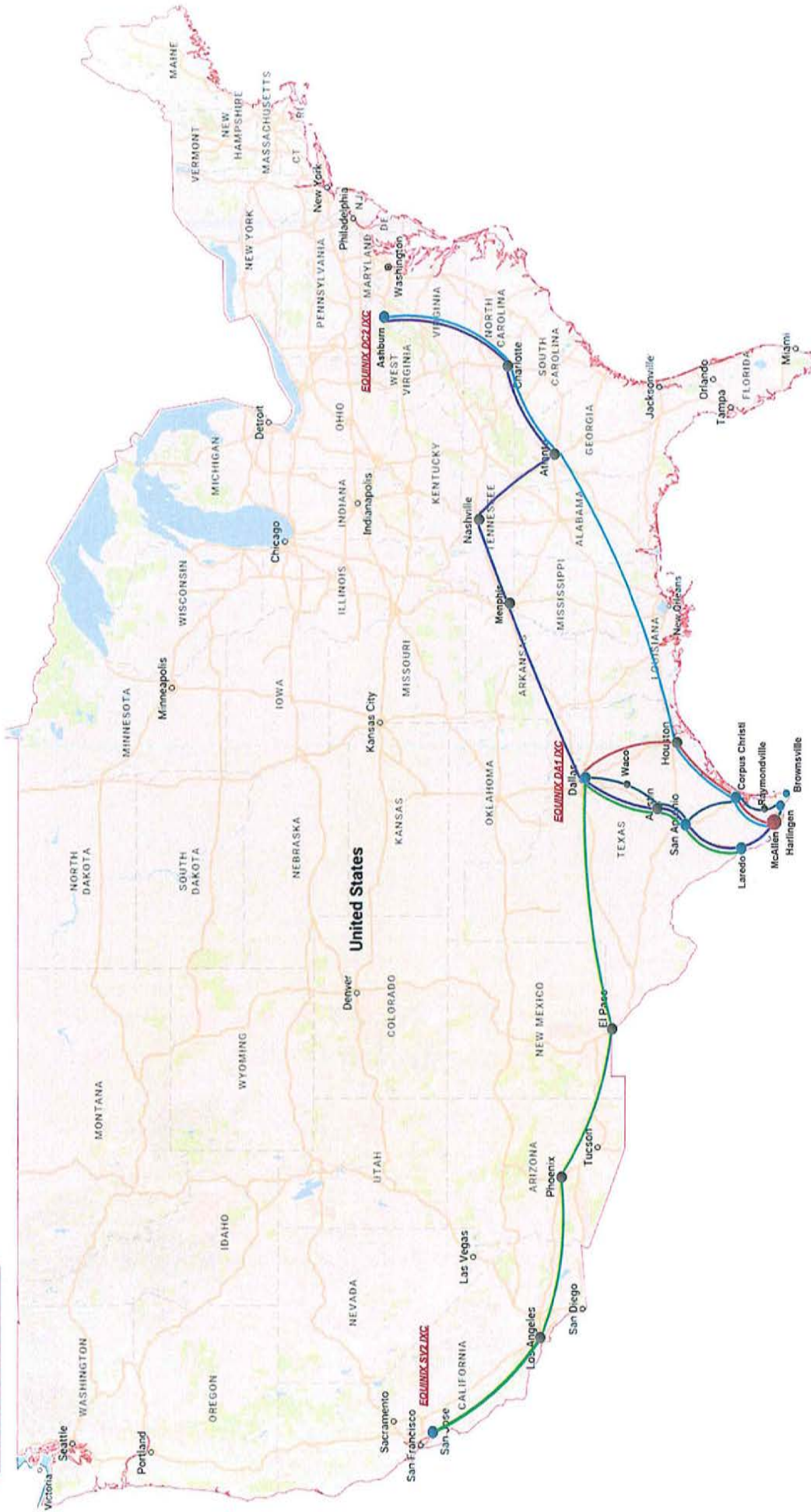
- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad-homed Tier-1 connections
- Redundant 10 GigE connections

- Redundant Fiber Connectivity scalable to OC-192
- Multi-Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility

- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network

SmartCom

The **SMART** choice in Telephone & Data Services



Equinix Silicon Valley SV1 - IXP	Equinix Silicon Valley SV2	Equinix Dallas DA1 - IXP	Equinix Washington DC2 - IXP	Equinix Dallas DA1 - Hurricane Electric
San Jose, CA	Santa Clara, CA	Dallas, TX	Ashburn, VA	Dallas, TX
Smartcom NOC	MDC	Smartcom POP	Smartcom POP	Smartcom POP
McAllen, TX	McAllen, TX	Harlingen, TX	Laredo, TX	Corpus Christi, TX
AT&T, Spectrum, Sprint, VTX	PCCW, XO, Tella, VTX	AT&T, VTX	PCCW, Cogent, Tella, VTX	AT&T, VTX

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**SMARTCOM TELEPHONE, LLC ETHERNET PRIVATE LINE
SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") applies to Smartcom Telephone, LLC domestic Ethernet Private Line service ("Service" or "EPL") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and Smartcom Telephone, LLC. Terms not defined in this SLA are defined in the Agreement. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Network Components. The SLA includes all network components of the Smartcom Telephone, LLC EPL network. The Smartcom Telephone, LLC EPL network includes all physical media owned by Smartcom Telephone, LLC, including the network equipment maintained by Smartcom Telephone, LLC at the designated interface demarcation points located in Smartcom Telephone, LLC POPs. The Smartcom Telephone, LLC EPL network does not include local access or any Customer premises equipment or circuits provided by Customer.

2. Circuit Availability. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from Smartcom Telephone, LLC a credit, as outlined in this SLA for an Affected Service. "Affected Service" means the particular EPL circuit that fails to meet the Goal.

The availability (Circuit Availability) of a particular EPL circuit, expressed as a percentage, is calculated as follows:

$$(\text{Hours in month} - \text{Unscheduled Outage Hours in month}) / \text{Hours in month} \times 100\%$$

The Affected Service will for purposes of this Goal be deemed to be unavailable to Customer only if that Service is subject to an interruption that results in the total disruption of the Service ("Outage"). The length of each Outage will be calculated in hours. An Outage will be deemed to have commenced upon verifiable notification of the Outage by Customer to Smartcom Telephone, LLC, or, when indicated by network control information actually known to Smartcom Telephone, LLC network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the Affected Service as evidenced by appropriate network tests by Smartcom Telephone, LLC. Smartcom Telephone, LLC's trouble ticketing system will be the governing source of data for calculating Outage credits. Smartcom Telephone, LLC will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24-hour period	3 Service Credits

Performance Standard:

Mean Time to Repair (MTTR) is guaranteed to not exceed 4 hours and shall be calculated on a calendar month as follows:

MTTR: (Service Outage Time Hours – Excluded Outage Time Hours / Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

A Service Outage will be defined as any interruption in the normal flow of datagrams between customers Location A and Z of the circuit.

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

3. General.

3.1 Remedies. To be eligible for service credits, Customer must be in good standing with Smartcom Telephone, LLC and current in its obligations. To receive Service credits, Customer must submit the relevant trouble ticket information within 30 calendar days after the date when the relevant SLA Goal was not met. Smartcom Telephone, LLC will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services. The maximum service credits for Smartcom Telephone, LLC EPL Service issued in any one calendar month will not exceed the stated applicable percentage of the MRC for the Affected Service. Credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Smartcom Telephone, LLC in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

3.2 Service Credit Exceptions. This SLA will not apply, and Customer will not be entitled to receive a credit under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions, or negligence of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of structures, equipment, applications, facilities or systems not owned or controlled by Smartcom Telephone, LLC; (c) Force Majeure Events including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornados, explosions, lightning, power surges or failures, fiber cuts, strikes, or labor disputes; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Smartcom Telephone, LLC with accurate, current contact information; (f) Smartcom Telephone, LLC's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) Smartcom Telephone, LLC's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; (i) improper or inaccurate network specifications provided by Customer; (j) data exceeding subscribed CIR.



SLA Dedicated Internet Access (DIA)

A. SERVICE DESCRIPTION:

1. Overview:

DIA service provides customer with high-speed connectivity to the Internet. Customers connect either statically or via BGP sessions from the Customer's Autonomous System ('AS') to SmartCom Telephone's AS border routers using one or more permanent in-house cabling, local access and/or backhaul facilities.

2. Customer Responsibilities:

In instances where SmartCom Telephone is not designated as the Customer's primary DNS provider, the Customer is responsible for

- a) Obtaining and registering their domain names and for installing, configuring and maintaining their primary, secondary, tertiary, etc. Domain Name servers;
- b) If Customer connects via BGP, Customer is responsible for obtaining and maintaining at all times a Local Internet Registry status, as well as IP addresses and at least one (1) Autonomous System ('AS') number from the relevant Regional Internet Registry ('RIR'). In addition, Customer is responsible for ensuring the accuracy of all Customer-related information in the RIR database; ensuring that only registered routes are advertised; and ensuring that an exact match between its registered route objects and its Border Gateway Protocol route advertisements is maintained.
- c) If Customer is colocated, configure and maintain the Customer equipment in the collocation facility or purchase remote hands services from SmartCom Telephone.

3. Connectivity:

The Service's connectivity speeds include the following:

- 1.544 Mbps (DS1)
- 44.746 Mbps (DS-3)
- 10-100 Mbps (Fast Ethernet)
- 100 Mbps (Fast Ethernet)
- 1000 Mbps (Gigabit Ethernet)
- 10000 Mbps (10Gigabit Ethernet)

4. Demarcation Points:

The Service is provided by SmartCom Telephone and presented to the Customer at the Demarcation Points. The Demarcation Points are designated in one of the following configurations:

- a.) at the Digital Distribution Frame (DDF) or Optical Distribution Frame (ODF) positions in the "meet-me rooms" of the relevant IP POP's.
- b.) at the active port of the Local Access provider connection to the SmartCom Telephone Provider Edge (PE) router;
- c.) at the designated SmartCom Telephone PE router port;
- d.) at network side interface of the Customer Edge (CE) router or smart-jack device for Customer Site delivery. The Local Access circuit and any in-house cabling required to connect the smart-jack device to the SmartCom Telephone network at the Customer Site(s) is included in this option. Any in-house cabling required for interconnecting the smart-jack device and the CE router is not part of this option.
- e.) At network side interface of the Customer Edge (CE) L2 switch at the SmartCom Telephone collocation rack (as applicable).

5. Standard Service Features:

1. Available service features include the following:

- a.) Setting up a permanent BGP session between the Customer and SmartCom Telephone border routers;
- b.) Advertising the Customer provided AS Macro(s) or AS number(s) to the global community in accordance with agreed routing policies;
- c.) Assigning and routing SmartCom Telephone IP addresses to Customer;
- d.) Advertising the global Internet routing table to the Customer;
- e.) Provide DNS if requested;
- f.) Permanently passing upstream and downstream traffic resulting from the route advertisements and Customer actions;

SLA Dedicated Internet Access (DIA)

2. Optional service features include the following:

- a.) Customer Site delivery implemented by providing a dedicated connection between the Customer Site and the closest SmartCom Telephone IP POP via the facilities of a Local Access provider. The connection terminates at the Customer Edge (CE) router located at the Customer Premises and at the SmartCom Telephone Provider Edge (PE) router or DDF or ODF of the Local Access provider. Connectivity from this DDF/ODF to SmartCom Telephone's network is included in the service.
- b.) Secondary (or Primary) DNS services provided by SmartCom Telephone to the Customer. This includes acceptance and installation of a DNS configuration from the Customer on one of SmartCom Telephone's DNS servers, as well as responding to queries with respect to IP addresses and domain names that appear in the configuration.

B. SERVICE LEVEL AGREEMENT

1. Application of SLA:

Where a SmartCom Telephone DIA service provides Internet connectivity via the SmartCom Telephone network, the following SLA parameters apply: network availability, latency service level, packet delivery service level. All credits are subject to the exclusions set forth in Section 6.

2. Network Availability

Average Network Service Availability is defined as the percentage of network up time averaged over regional core nodes in a calendar month. Average Network Service Availability is calculated as follows:
(Hours in month – Unscheduled Outage Hours in month) / Hours in month x 100%

The average network availability guarantee is as follows:

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24 hour period	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

3. Latency Service Level

Average Latency is defined as the average round-trip delay for IP traffic between the ingress and egress router ports at SmartCom Telephone regional Gateway nodes over a calendar month.

The Average Packet Delivery Service Level is:

Region	Maximum Average Latency
U.S. (City – City)	<= 65ms
Europe (City – City)	
US – Asia ¹	<=275ms
US - Europe	<=120ms
Europe - Asia ²	<=300ms
Intra-Asia ¹	<=80ms

¹ Hong Kong, Kowloon, Seoul, Singapore, Taipei, Tokyo;

² Includes: Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Singapore, Taipei, and Tokyo, but excludes India.

PE=Provider Edge IXP=Internet xChange Point

In the event Smartcom Telephone does not meet the Average Latency Service Level, Customer will be entitled to receive a service credit equal to ten percent (10%) of the monthly recurring charge of the affected port.

4. Packet Delivery Service Level

Average Packet Delivery is defined as the percentage of IP packets that are successfully transported between the SmartCom Telephone ingress and egress

**SLA Dedicated Internet Access (DIA)**

Gateway ports within a region in a calendar month. Average Packet Delivery is measured every five (5) minute interval and averaged on monthly basis.

The Average Packet Delivery Service Level is:

Region	Average Packet Delivery
Intra U.S.	>= 99.99%
Intra Europe	
US – Europe	
US – Asia	
Intra Asia	
Europe – Asia	

In the event Smartcom Telephone does not meet the Average Packet Delivery Service Level, Customer will be entitled to receive a service credit according to the following table:

Average Packet Delivery	Service Credit
< 99.9% and >= 98%	1 Service Credit
< 98% and >= 95%	2 Service Credits
< 95%	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

Maximum Credit: The service credit for failure to meet the Packet Delivery Guarantee in any particular month shall not exceed three (3) Service Credits.

5. Credit Terms

- Credit will be granted as provided above only if the service outage is attributed to the SmartCom Telephone Network and is not the result of an event of one of the exclusions set forth in Section 6 below.
- A claim for a Service Level Guarantee rebate must be sent in writing to the Company within 15 (Fifteen) days from the date that the event giving

rise to the claim for the rebate occurred. When making the claim, the Customer must supply the trouble ticket number opened by the SmartCom Telephone Helpdesk.

- The maximum Service Credit amount for any cause in a month shall not exceed the Monthly Recurring Charge for the affected port.
- Credit for any given month will be applied within two (2) months from the month in which the credit is accrued.
- Credits are calculated after deduction of all discounts and other special pricing considerations on the Monthly Recurring Charges for the affected Customer, excluding third party charge, taxes and other surcharges.
- Any claim for a credit must comply with the requirements set in this Service Level Agreement. If the Customer fails to make a claim in accordance with the requirements, the Customer is taken to have unconditionally and irrevocably waived its right to claim for the rebate; and make any claim against in respect of the Company's failure to meet the Service Level Guarantee.

6. Exclusions

Computation of Service Level parameters and credits listed in Sections 1 to 4 shall exclude the following circumstances:

- Planned service outages or routine maintenance. SmartCom Telephone will provide 72 hours advanced notice prior to conducting any scheduled maintenance.
- Interruptions during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- Interruptions during any period when the Customer has not released the Service to SmartCom Telephone for maintenance or for the implementation of a Customer Order.
- Interruptions due to failure of Customer power, Customer Premises Equipment or Customer



SLA Dedicated Internet Access (DIA)

- access circuit provided by Customer or other third parties.
- e) Interruptions caused by the negligence of the Customer, including the provision of inaccurate information and failure to follow agreed-upon procedures.
- f) Interruptions not reported to SmartCom Telephone.
- g) Interruptions occurring prior to Service Date.
- h) Interruptions due to any Force Majeure event.
- i) Delay in service implementation due to an incomplete Customer Order.
- j) Delay in service restoration due to any act of omission by Customer or its Customer or third party suppliers.
- discarded. The next highest measurement shall constitute the Bursted Bandwidth.
- The "Bursted Bandwidth Charge" = (Bursted Bandwidth – Committed Access Rate) * (Burstable Bandwidth price per Megabit)

C. CHARGES:

Unless otherwise provided, Customer shall be charged on a fixed rate basis as of the date of the Connection Notice. The manner of billing selected will be set forth in each Customer Order. Fixed rate charges for Internet Access Service consists of the following components: (a) a fixed installation charge (nonrecurring) per connection which is payable in advance; and (b) "Flat Rate Billing," fixed monthly recurring charge and, where applicable, (as set forth in an Order Form) (c) "Burstable Billing", usage based charges which is calculated from the date of the Connection Notice and is payable monthly in arrears.

The minimum interface rate for Burstable Billing option is Fast Ethernet. For Burstable Billing, the Customer contracts for a selected Committed Information Rate and SmartCom Telephone provides Customer the capability to burst up to the layer 3 capacity of the port. The amount of Burstable Bandwidth is derived from the 95th percentile calculation described below. The Burstable Bandwidth Charge described below will be invoiced to the Customer in arrears and is in addition to the Flat Rate Billing for the selected Committed Access Rate.

"Bursted Bandwidth" is calculated as follows (95th Percentile):

Smartcom Telephone polls the routers for Customer ingress and egress usage at five-minute intervals. The higher usage number for each poll is stack ranked. The top 5% of the usage number is

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-456147

Date Filed:
02/22/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smartcom Telephone, LLC.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Pharr Memorial Library

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Form 470 #190026845
Internet Access Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Charles	McAllen, TX United States	X	
	Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Alan Yoder, and my date of birth is 08/21/61.

My address is 600 Ash Avenue, McAllen, TX, 78501, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 18th day of March, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

References Attachment:

School District	Contact Person	Phone Number	Address	E-Mail Address
Dustin Michael Sekula Memorial Library	Leticia Leija, Library Director	956-383-6246	1906 S Closner Blvd, Edinburg, TX 78539	Letty@edinburg.lib.tx.us
Mayor Joe V. Sanchez Public Library	Martin J. Mata, Assistant Library Director	956-968-4533	525 S Kansas Ave, Weslaco, TX 78596	mjmata@weslacopl.us
Hector P. Garcia Memorial Library	Marisol Vidales, Library Director	956-565-2371	434 S Ohio St., Mercedes, TX 78570	mvidales@cityofmercedes.com

Proposal: Form 470 Application Number: 190026845

Company: Smartcom Telephone, LLC.

**Form 470 Application Number: 190026845, PML2019ERATE470
PROPOSAL ACCEPTANCE AND AGREEMENT**

THIS AGREEMENT is entered into by and between Pharr Memorial Library ("customer") address at 121 East Cherokee, Pharr, Texas 78577 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access and Point to Point Ether Private Line Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access and Point to Point Ether Private Line Services as listed under Services below:

Awarded Services	Services	Location Name	Address	Monthly Cost
☐	Internet Access 1Gbps	Pharr Memorial Library	121 East Cherokee, Pharr, Texas 78577	\$699.00

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of twelve (12) months, commencing on July 1, 2019 through June 30, 2020 with a voluntary extension for two (2) additional twelve (12) month terms unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

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

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

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

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

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

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

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

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

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

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

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

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

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

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 100% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event

Revised 01/2013

Customer's Initials:

Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

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

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

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

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

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

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

EXECUTED this day of , 20

Customer Signature


Smartcom Telephone, LLC. Signature

Printed Name

Alan Yoder
Printed Name

121 East Cherokee
Billing Address

600 Ash Avenue
Address

Pharr TX 78577
City State Zip Code

McAllen TX 78501
City State Zip Code

Billing Telephone Number

956-687-7070
Telephone

E-rate Rider

PROPOSAL ACCEPTANCE AND AGREEMENT SIGNED ON _____ ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by Smartcom Telephone, LLC. ("Smartcom") and Pharr Memorial Library ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from SMARTCOM of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of SMARTCOM's failure to comply with the E-Rate requirements), then Customer shall reimburse SMARTCOM for any such funds SMARTCOM must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. SMARTCOM makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. SMARTCOM will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide SMARTCOM with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS SMARTCOM TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL SMARTCOM RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. SMARTCOM will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after SMARTCOM receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. SMARTCOM will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES SMARTCOM TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows, please select Invoice Method:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472:

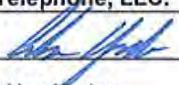
As of July 1, 2016, Customers who choose the Billed Entity Applicant Reimbursement (BEAR) payment method from USAC will need to have an FCC Form 498 ID number (498 ID) on file with USAC to receive reimbursement payments. To receive a 498 ID, applicants must file the FCC Form 498 in EPC. Customer must also file an FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, to request reimbursement from USAC for the discount amount on eligible services that the applicant has received and paid for in full. Customer must have a Personal Identification Number (PIN) to file a BEAR Form. Customer can submit the BEAR Form as often as they wish (e.g. monthly, bimonthly, quarterly, annually). However, Customer must pay in full for the services received before filing a BEAR Form. USAC/SLD will remit a check in the amount of the certified Form 472 directly to Customer. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

☐ Service Provider Invoice form - ("SPI") – Form 474:

After SMARTCOM has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, SMARTCOM will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any SMARTCOM or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by SMARTCOM associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

SO AGREED by the Parties' respective authorized signatories:

Customer: Pharr Memorial Library	Smartcom Telephone, LLC. ("SMARTCOM")
Signature:	Signature: 
Print Name:	Print Name: Alan Yoder
Title:	Title: Member
Date:	Date: 03/18/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED: March 19, 2019

MEETING DATE: April 1, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action on street closure request from St. Jude Catholic Church for their Annual Church Festival on Sunday, May 5, 2019 from 6:00 a.m. to 10:00 p.m.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: St. Jude Catholic Church will be having their annual Jamaica on Sunday, May 5, 2019 and are requesting the closure of Jones and Ironwood and Ironwood and E. Sam Houston.

Financial Consideration:

Staff Recommendation: Approval.

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
Jose Luengo
Ricardo Pedraza
City Management Office

Created/Initiated - 3/19/2019
Approved - 3/21/2019
Approved - 3/22/2019
New -



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: May 5, 2019

Type of Event: Parade Walk-A-Thon ☒ Other Church Festival

NAME OF CONTACT PERSON: Ruben Rosales Jr

ORGANIZATION (IF APPLICABLE): St Jude Catholic Church

ADDRESS: 505 S Ironwood CITY: Pharr ZIP CODE: 78577

PHONE NO.: 781-2489 CELLULAR PHONE: 605-4242

FAX NO.: _____ E-MAIL: _____

PURPOSE AND DESCRIPTION OF EVENT: ANNUAL CHURCH FESTIVAL

START TIME: 6:00 AM END TIME: 10:00 PM

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

Starting Location: CORNER OF E JONES & IRONWOOD

Ending Location: CORNER OF IRONWOOD & E SAM HOUSTON AVE

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

Is the event insured? ☒ Yes ☐ No

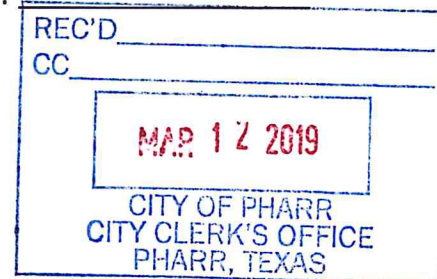
If yes, Insurance Company Information _____ Contact #: _____

Ruben Rosales Jr

Applicant Signature:

Date Received: 3/12/19

FOR CITY USE ONLY:



City Commission: _____ APPROVED _____ DENIED _____

City Manager's Signature

Date





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 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 - 3/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.1.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Yolanda G. Rodriguez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2). The property is legally described as being Lot 33, Las Milpas Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 408 West Las Milpas Road. **CUP#190211**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Yolanda G. Rodriguez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2). **CUP#190211**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2) subject to the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez

Created/Initiated - 3/26/2019
Approved - 3/27/2019

Melanie Cano
City Management Office

Approved - 3/28/2019
Final Approval - 3/28/2019

MEMORANDUM

DATE: MONDAY, APRIL 1, 2019
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY USE STRUCTURE (GUEST HOUSE) - FILE NO. CUP#190211
--

GENERAL INFORMATION:

APPLICANT: Yolanda G. Rodriguez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2).

LEGAL DESCRIPTION: The property is legally described as being Lot 33, Las Milpas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 408 West Las Milpas Road.

ZONING: The property is currently zoned Two-Family Residential District (R-2). The surrounding area is zoned Two-Family Residential District (R-2) to the north, east and west and Single-Family Residential District (R-1) to the south. This area is generally designated for single family residential use in the Land Use Plan.

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

PLANNING DIVISION:

Recommends approval of the Conditional Use Permit.

NOTIFICATION OF PUBLIC:

Thirty-eight (38) 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 RECOMMENDATIONS:

Development Services is recommending approval of the request for Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2) subject to the following conditions:

- 1) This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The accessory use structure shall not have separate electrical services or separate water meter;
3. The accessory use structure may not be available or used for lease, rent or hire;
4. Applicant shall comply with all City of Pharr Ordinances and codes; any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

PLANNING & ZONING COMMISSION:

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use Permit to allow an Accessory Use Structure (Guest house) in a Two-Family Residential District (R-2) subject to staff's recommendations.

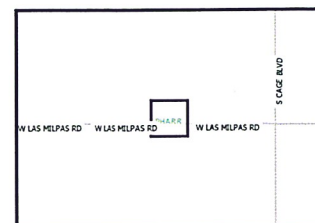


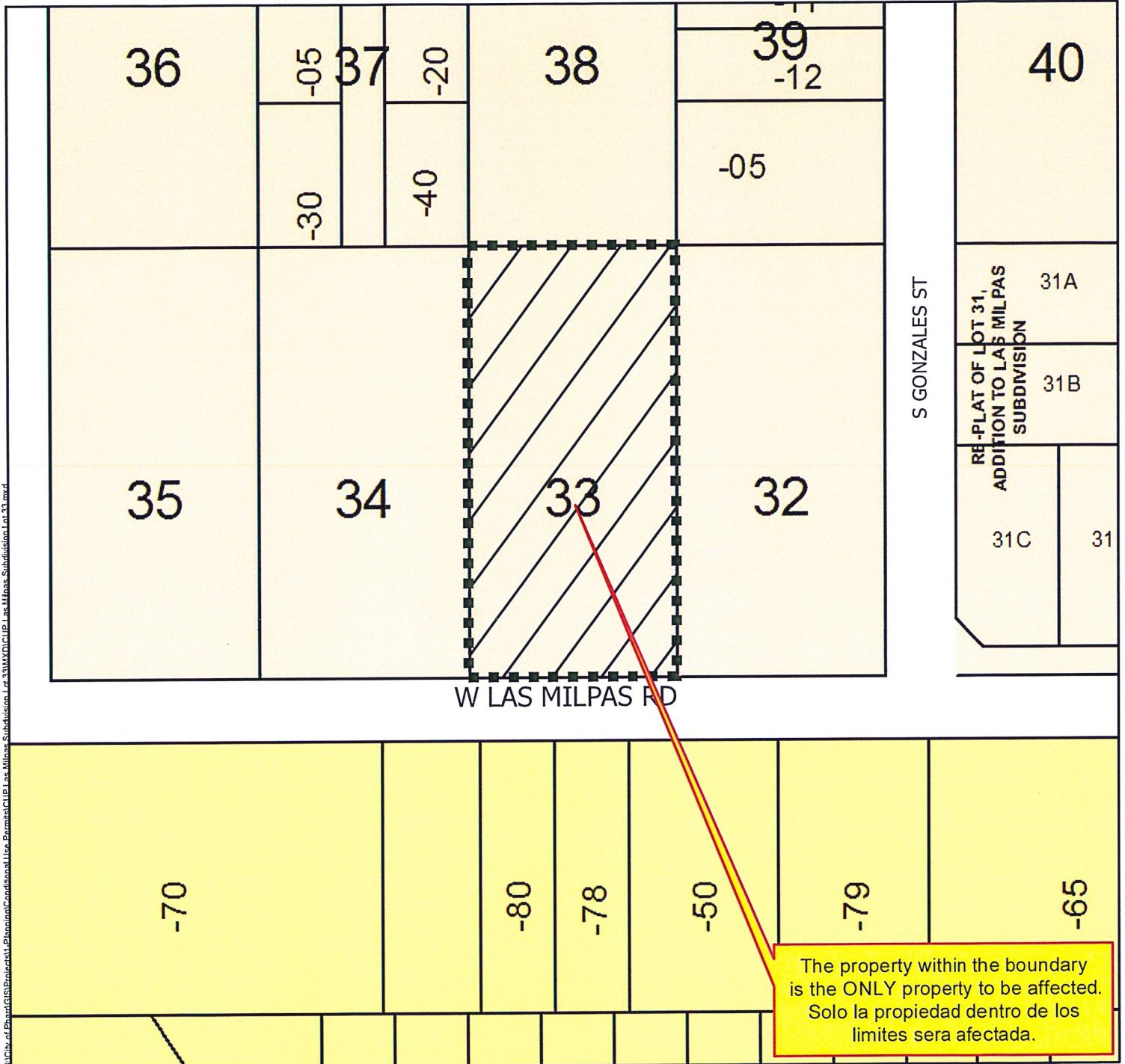
The property within the boundary is the **ONLY** property to be affected.
Solo la propiedad dentro de los limites sera afectada.

- | | | |
|-----------------------------|-------------------|-------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial |
| Single Family | HUD Code | Heavy Industrial |
| 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 |

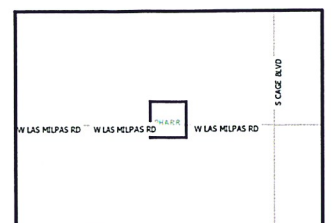
- Valley View ISD
 Planned Unit Development

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.



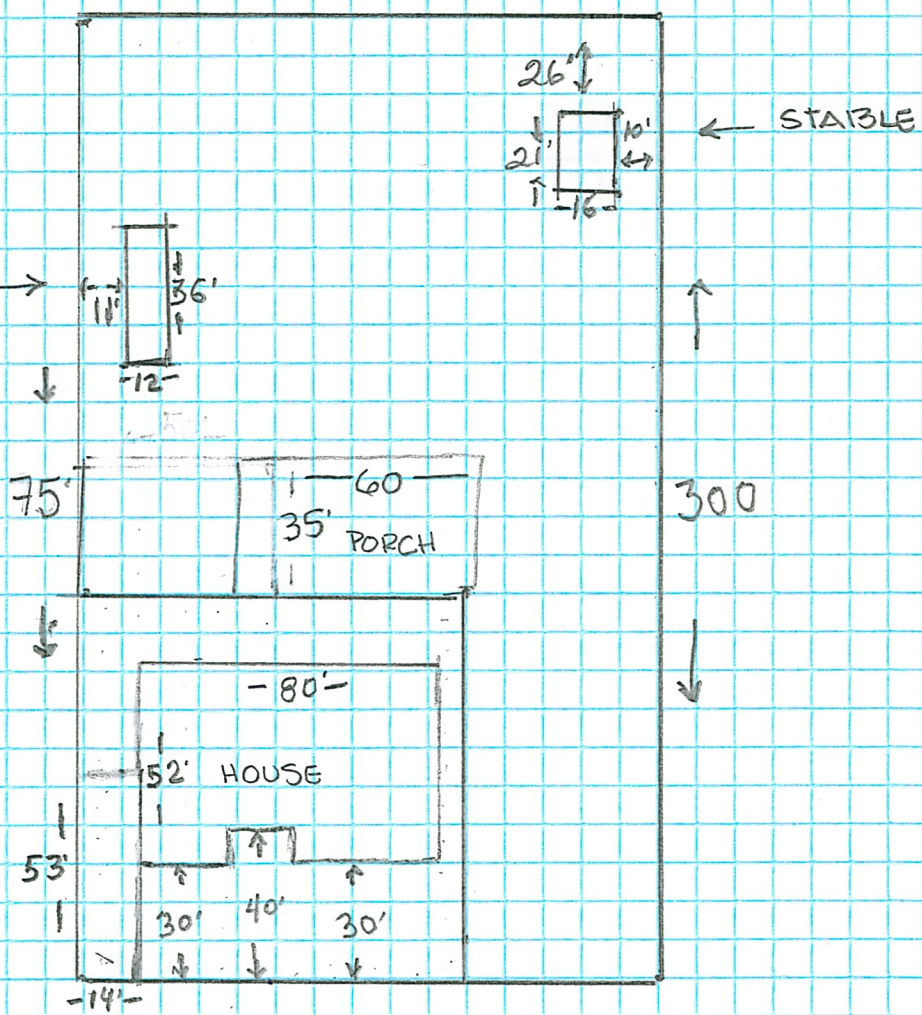


All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



-150-

PROPOSED
ACCESSORY
USE STRUCTURE



W LAS MILPAS RD





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.2.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Sebastian A. Sobczak, dba La Ofrenda, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). The property is legally described as Lot A, Re-Plat of Lots 9 & 10, Steel Horse Industrial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 5704 North Gumwood. **CUP#130109**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Sebastian A. Sobczak, dba La Ofrenda, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I). **CUP#130109**

Financial Consideration: N/A

Staff Recommendation: Development Services recommends approval of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) provided the applicant and site being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 3/26/2019
Approved - 3/27/2019
Approved - 3/27/2019
Final Approval - 3/28/2019



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

April 1, 2019

Conditional Use Permit for **Renewal** for ABC –

Golazo's Stadium

Background:

Sebastian A. Sobczak dba La Ofrenda LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 6th renewal for Golazo's Stadium.

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

Recommendations:

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

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



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, APRIL 1, 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#130109 (GOLAZO)
--

GENERAL INFORMATION:

APPLICANT: Sebastian A. Sobczak, dba La Ofrenda, LLC, is requesting renewal of the Conditional Use Permit and Late Hours Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I).

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

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

ZONING: The property is currently zoned Limited Industrial District (L-I). The surrounding area is zoned Limited Industrial District (L-I) to the north, Single-Family Residential District (R-1) to the south and west, Heavy Commercial District (H-C) to the east. The area is generally designated for manufactured home use in the Land Use Plan.

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

FIRE MARSHAL:

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.

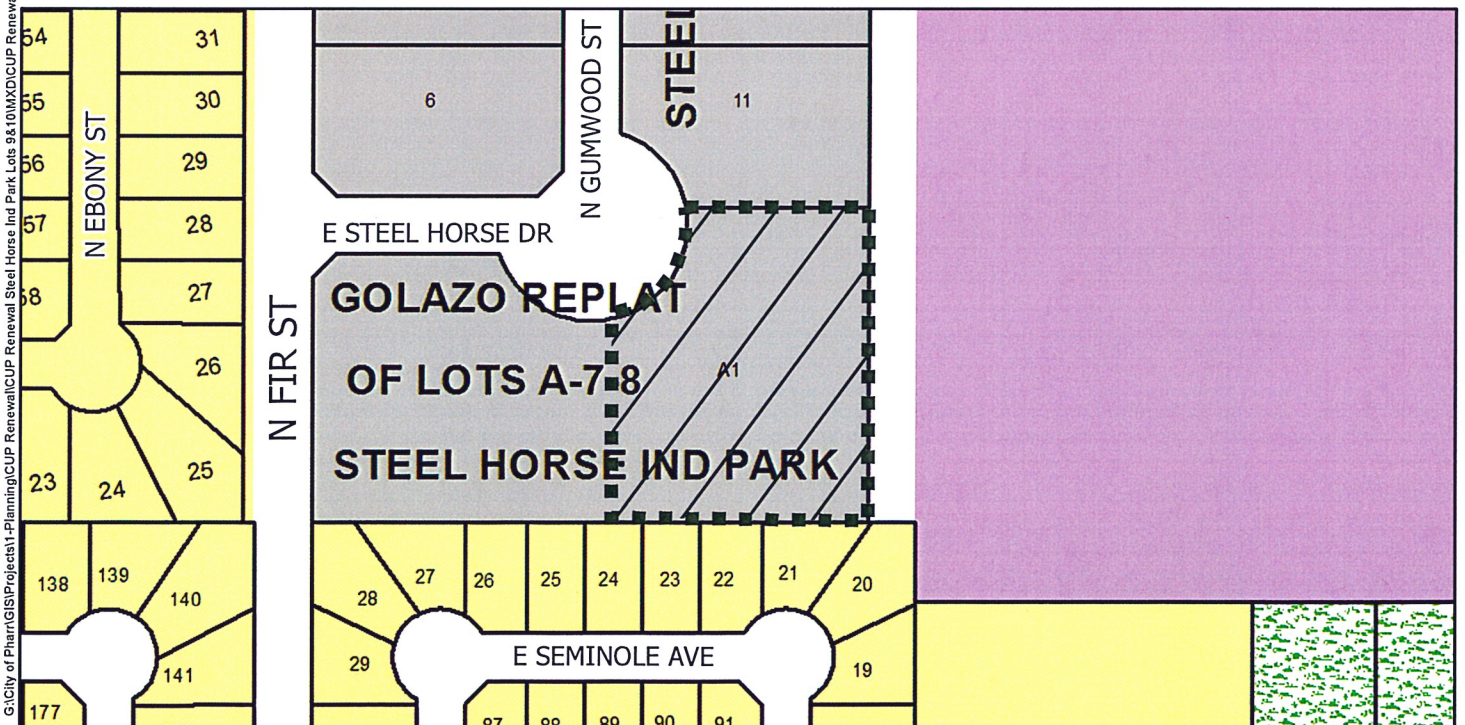
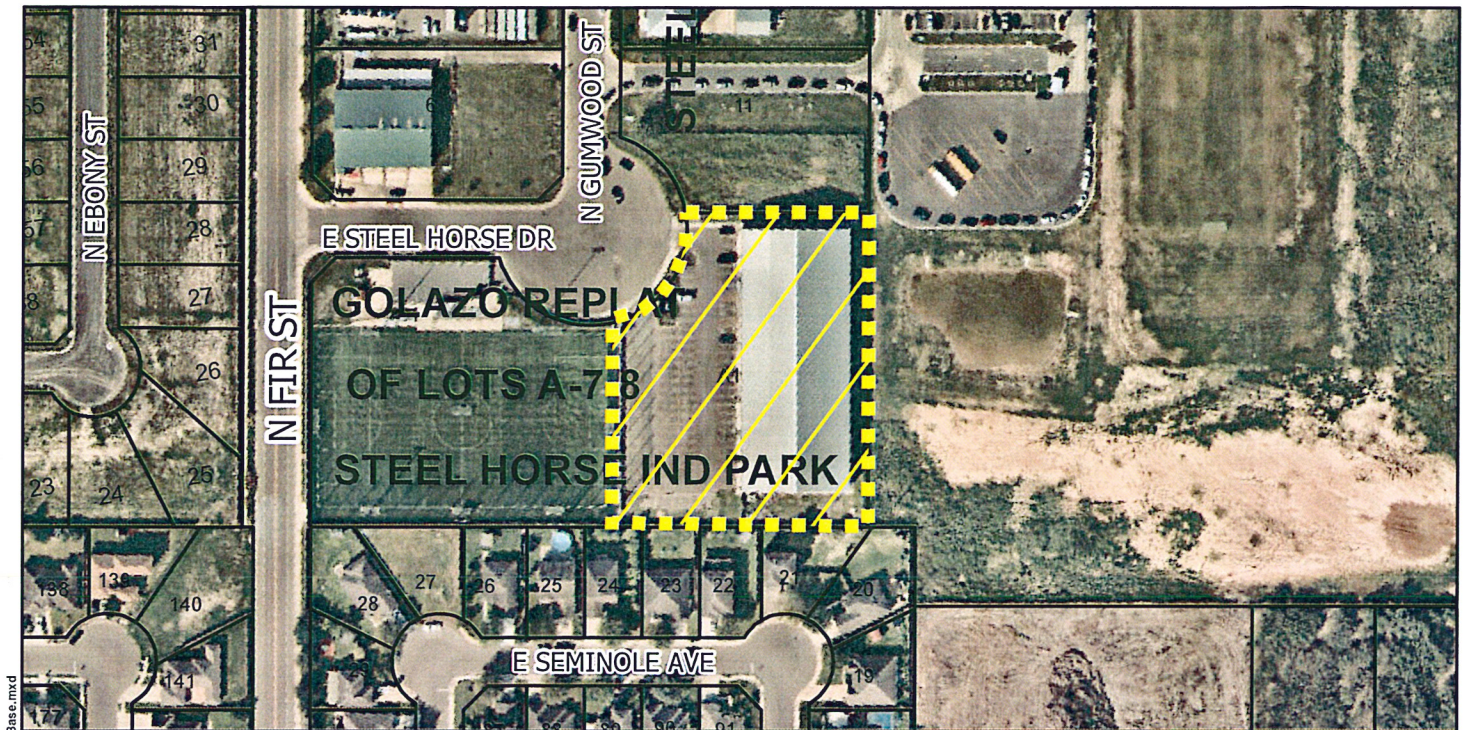
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services recommends **approval** of the renewal request for the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Limited Industrial District (L-I) provided the applicant and site being in compliance with all City Ordinances and City Department requirements.

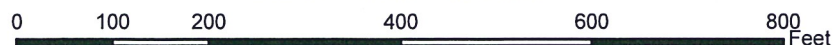
Conditional Use Permit Renewal
Steel Horse Ind. Park Lots 9&10
Golazo / S SOBCHAK



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

City of Pharr, Texas
Engineering Department
956.702.5355

Scale: 1 inch = 200 feet



Date: 3/22/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.3.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 107 East Newcombe Avenue (Park). **CUP#040213**

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Raul Fong, d/b/a D's Paradise Lounge, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2). **CUP#040213**

Financial Consideration: N/A

Staff Recommendation: The Department of Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a Business District (C-2) subject to applicant being in compliance with all other City Ordinances and City Department requirements.

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 3/26/2019
Approved - 3/27/2019
Approved - 3/27/2019
Final Approval - 3/28/2019



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

April 1, 2019

Conditional Use Permit **Renewal** for ABC -

D's Paradise

Background:

Raul Fong is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 15th renewal for Raul Fong d/b/a D's Paradise.

The property is located at 107 East Newcombe Avenue (Park). It is zoned Business District (C-2) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\MY FILES\CUPs\ABC\ABC_R FONG dba D'S PARADISE_2004



MEMORANDUM

DATE: MONDAY, APRIL 1, 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#040213 (D'S PARADISE LOUNGE)

GENERAL INFORMATION:

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

LEGAL DESCRIPTION: The property is legally described as Lot 14, Block 1, J. T. Doster Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 107 East Newcombe Avenue (Park).

ZONING: The property is currently zoned Business District (C-2). The surrounding area is zoned Business District (C-2) 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 MARSHAL:	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.

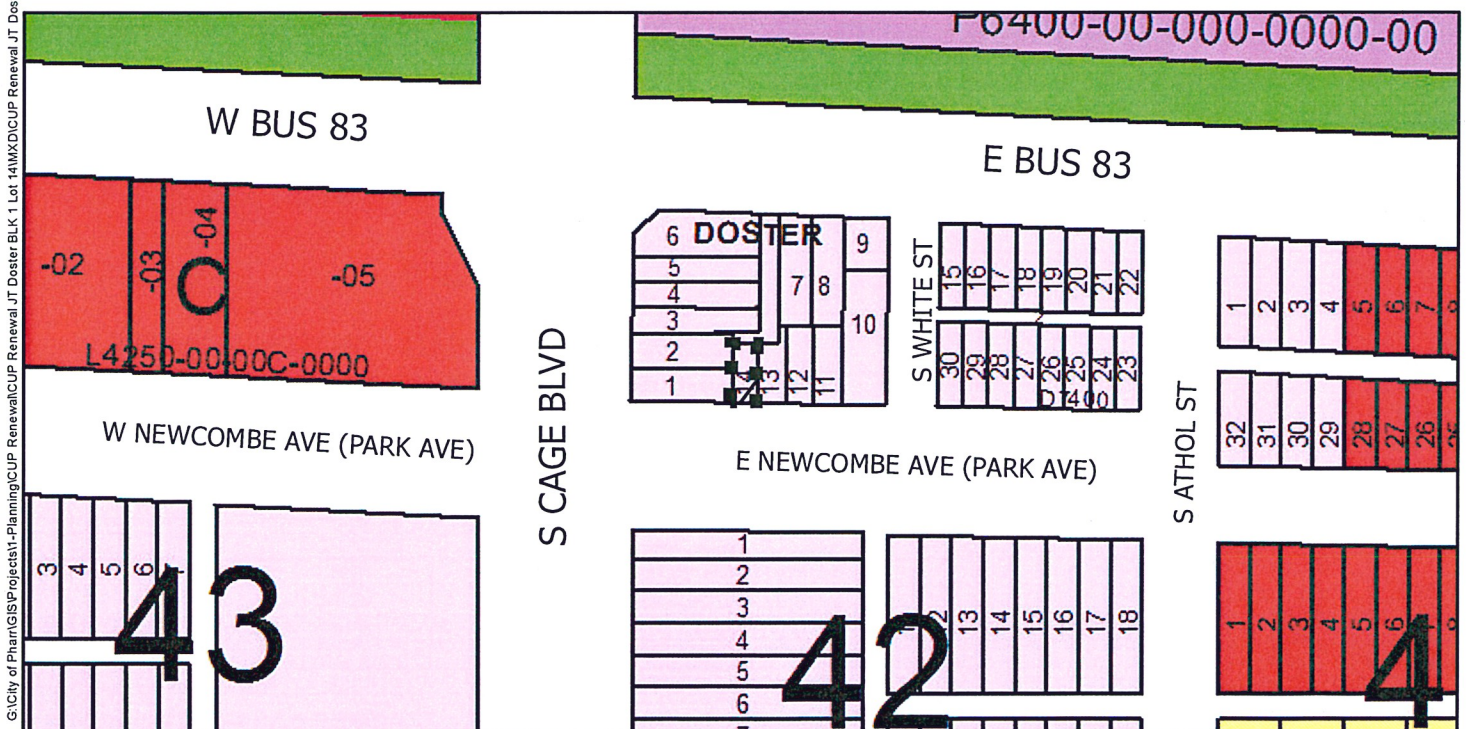
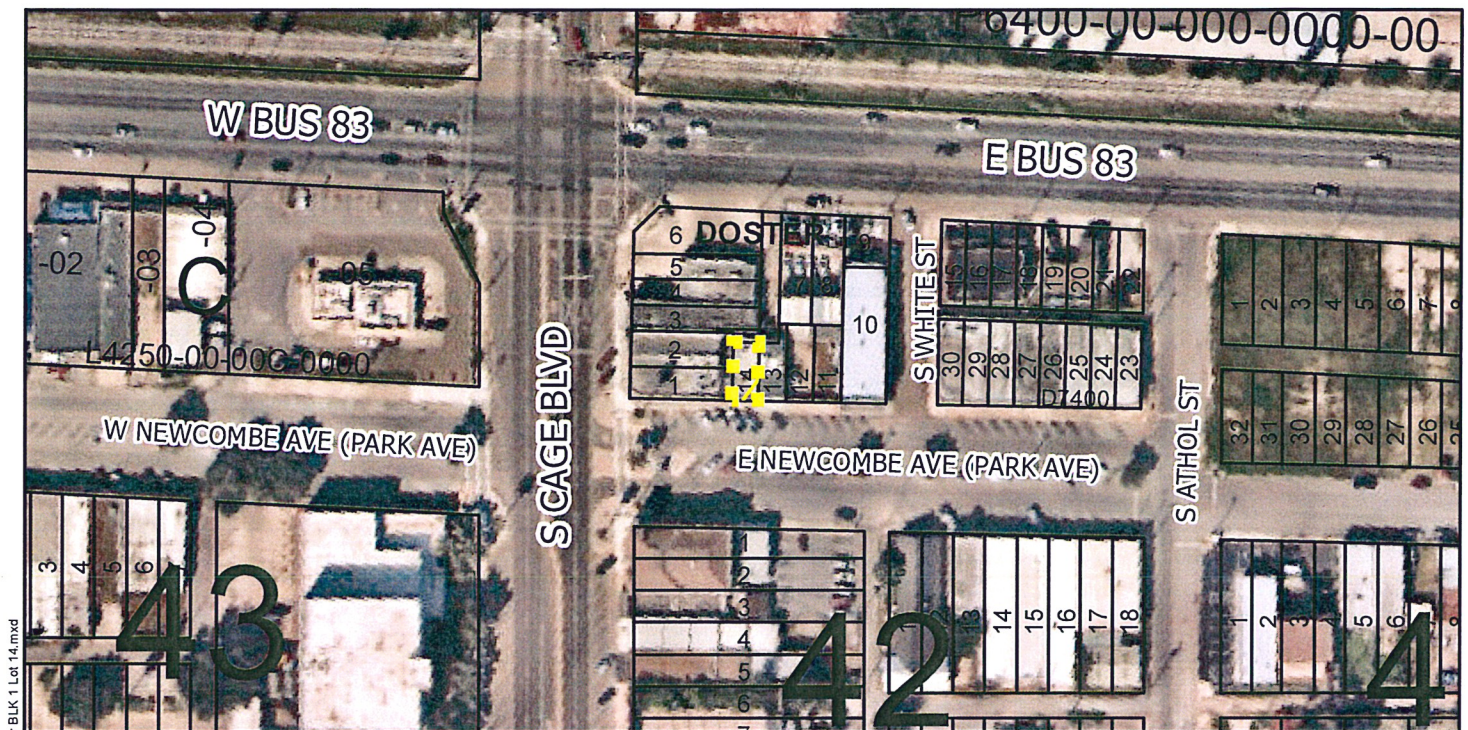
PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES**

RECOMMENDATIONS:

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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.4.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

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

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Jose E. Monroy, d/b/a Alicia's Su Cocina, LLC, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). **CUP#180313**

Financial Consideration: N/A

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

Alternatives: N/A

ROUTING:

Angie Resio
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 3/26/2019
Approved - 3/27/2019
Approved - 3/27/2019
Final Approval - 3/28/2019



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

April 1, 2019

Conditional Use Permit for **Renewal** for ABC –

Alicia's Su Cocina

Background:

Jose E. Monroy is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 2nd renewal for Alicia's Su Cocina.

The property is located at 805 East Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-Alicia's Su Cocina_2018



MEMORANDUM

DATE: MONDAY, APRIL 1, 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#180313 (ALICIA'S SU COCINA)
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GENERAL INFORMATION:

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

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

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned General Business District (C) to the south east and west and Medium Density Multi-Family District (R-3) to the north. The area is generally designated for commercial use in the Land Use Plan.

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

FIRE MARSHAL: Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

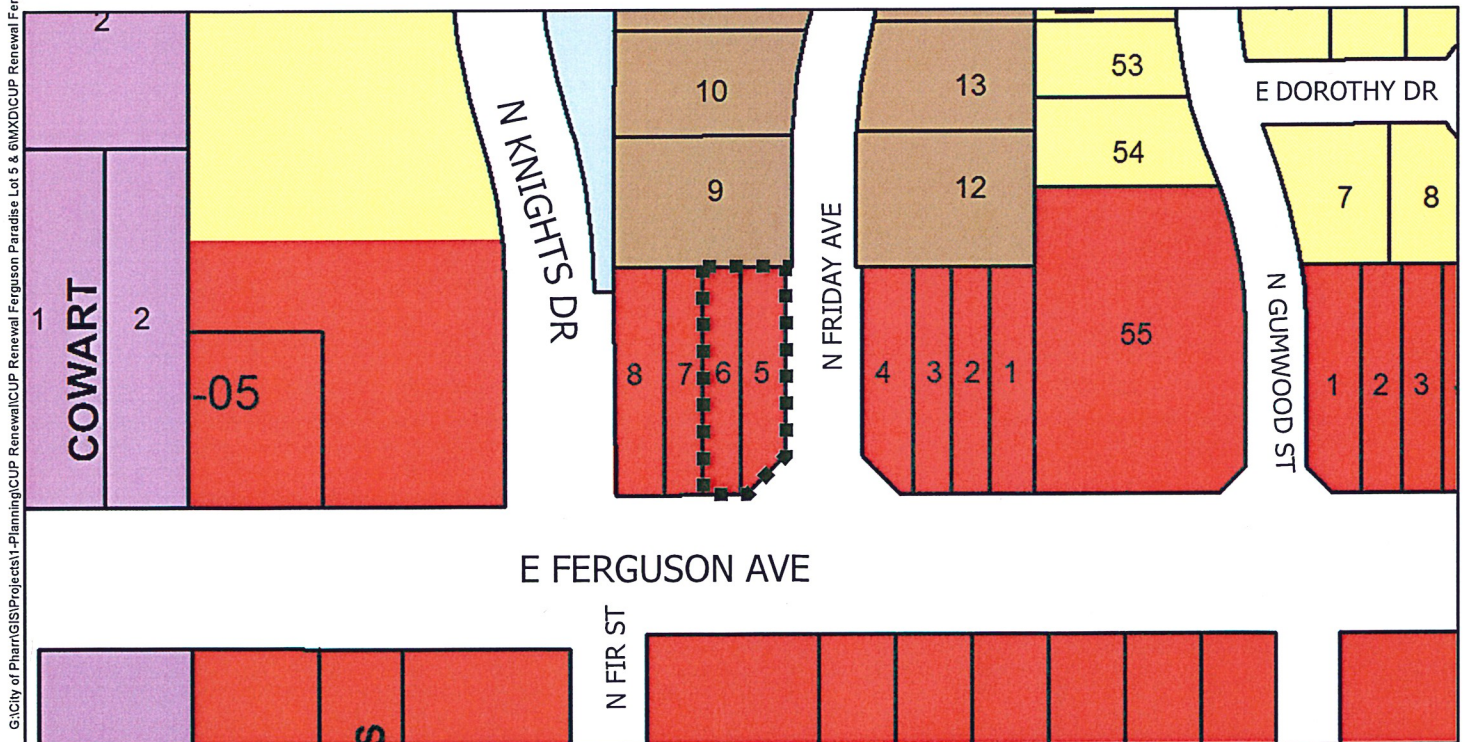
Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

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



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

0 75 150 300 450 600 Feet





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.G.5.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Angie Resio, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Martin Ramirez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1). The property is legally described as being Lot 12, Block 2, Bustamante Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 910 East Eller Avenue.

CUP#190215

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Martin Ramirez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1). **CUP#190215**

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1) in the listed conditions.

Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.

Alternatives: N/A

ROUTING:

Angie Resio

Created/Initiated - 3/26/2019

Roland Gomez
Melanie Cano
City Management Office

Approved - 3/27/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

MEMORANDUM

DATE: MONDAY, APRIL 1, 2019

TO: MAYOR AND CITY COMMISSION

FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ALEX MEADE, CITY MANAGER

SUBJECT: LIFE-OF-THE-USE CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED STORAGE UNIT (LARGER THAN 120 SQUARE FEET) FILE NO. CUP#190215

GENERAL INFORMATION:

APPLICANT: Martin Ramirez has filed with the Planning and Zoning Commission a request for a Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1).

LEGAL DESCRIPTION: The property is legally described as being Lot 12, Block 2, Bustamante Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 910 East Eller Avenue.

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

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

	PLANNING DIVISION:	Recommends approval of the Conditional Use Permit.
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**NOTIFICATION
OF PUBLIC:**

Forty-one (41) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. One individual came in for information only.

**DEVELOPMENT
SERVICES
RECOMMENDATION:**

Development Services is recommending approval of the request for Life-of-the-Use Conditional Use Permit to allow an oversize storage unit (larger than 120 square feet) in a Single-Family Residential District (R-1) in the following conditions:

- 1) This permit shall be for the Life-of-the Use and issued to the current owner only;
2. The storage unit shall not have separate electrical services;
3. No living amenities shall be installed in unit;
4. Applicant shall comply with all City of Pharr Ordinances and codes; any violation will terminate this Conditional Use Permit;
5. Applicant must acquire a building permit before start of construction;
6. Any request to revise, alter or amend the conditions or requirements shall require the applicant to apply for a new Conditional Use Permit;
7. The following shall be considered as grounds for the revocation of the Conditional Use Permit:
 - Any change in use or change in extent of use, area or location.
 - Failure to allow periodic inspections by representatives of the City of Pharr at any reasonable time.
 - Conditional Use Permits that have been revoked may not be applied for again until a period of one year has lapsed from the date of revocation.

**PLANNING & ZONING
COMMISSION:**

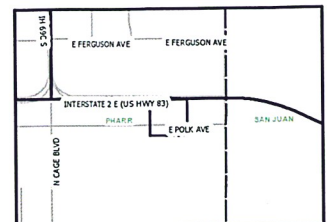
Planning and Zoning Commission voted unanimously to approve the request for a Life-of-the-Use Conditional Use to allow an Oversized Storage Unit (larger than 120 square feet) in a Single-Family Residential District (R-1) subject to staff's recommendations.

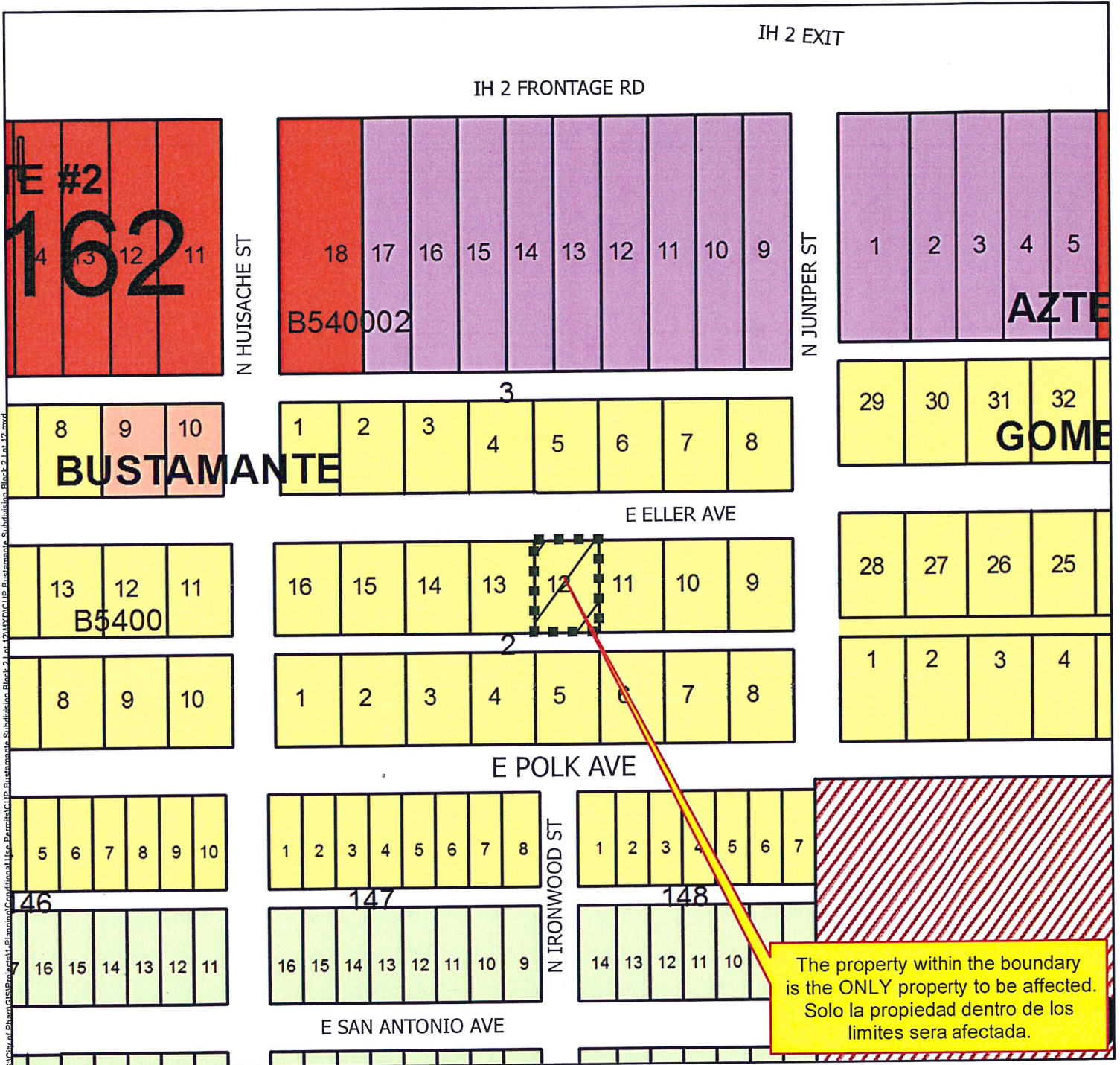


The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

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

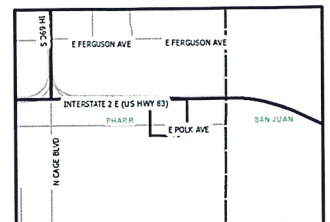
All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

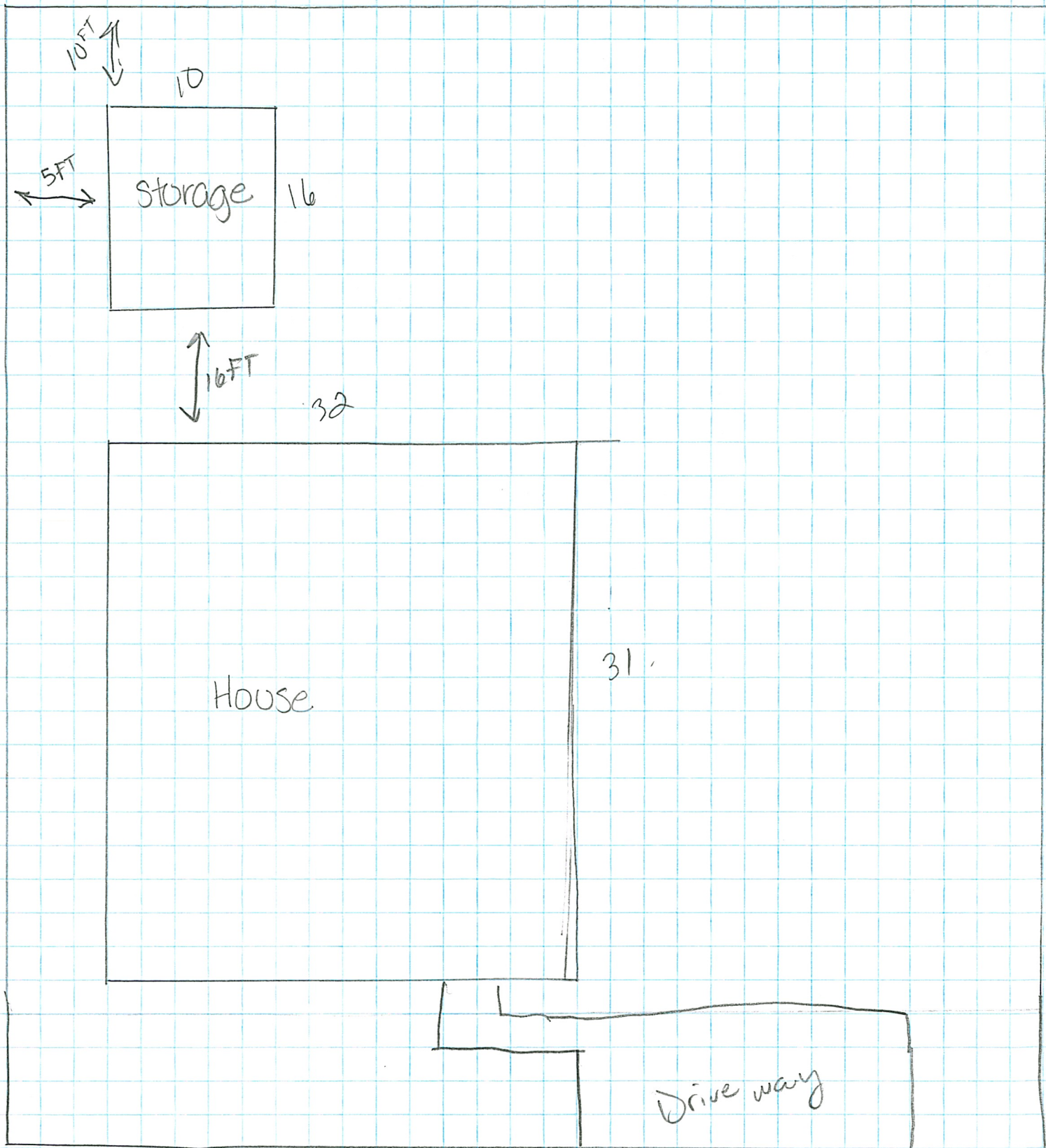




- | | | | |
|-----------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Heavy Commercial | Valley View ISD |
| Single Family | HUD Code | Heavy Industrial | Planned Unit Development |
| Single Family Small Lot | Rail 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.





ELLER







AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, on Ordinance appointing Presiding Judge for Precinct Nos. 25 and 36 (Pharr Elementary School) for the General Municipal Election on Saturday, May 4, 2019. ***(Adoption on One Reading)***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Alfonso Cardenas was appointed Presiding Judge for upcoming General Municipal Election on May 4, 2019. However, he is unable to serve and a replacement needs to be made.

Financial Consideration:

Staff Recommendation: Staff recommends approval

Alternatives:

ROUTING:

Hilda Pedraza
Patricia Rigney
City Management Office

Created/Initiated - 3/28/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

ORDINANCE NO. O-2019-

**AN ORDINANCE APPOINTING JUDGE
FOR THE GENERAL MUNICIPAL ELECTION
TO BE HELD ON SATURDAY, MAY 4, 2019**

WHEREAS, the Board of City Commissioners of the City of Pharr, Texas (the "City") has ordered a general municipal election be held on Saturday, May 4, 2019 within and throughout the corporate limits of the City at which all residents, qualified electors of the District shall be entitled to vote for Mayor, Commissioner Place 1, Commissioner Place 5, and Commissioner Place 6; and

WHEREAS, on March 18, 2019, the Board of Commissioners appointed Judges and Alternate Judges for the upcoming Municipal General Election to be held on Saturday, May 4, 2019 by Ordinance No. O-2019-05; and

WHEREAS, Alfonso Cardenas was appointed as Presiding Judge for election precincts 25 and 36 (Pharr Elementary School) but is unable to serve; and

WHEREAS, appointment of Presiding Judge needs to be made at this time.

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

SECTION 1: Presiding Election Judge: The presiding and alternate judges for each voting precinct established for the Election in the order calling the election, shall be appointed for one single election and runoff election if necessary, and shall be the following:

Election Precinct 25 and 26 -

**Pharr Elementary School
500 E. Sam Houston**

Alternate Judge

-

SECTION 2: Appointment of Election Clerks: The Presiding Judge of each Voting precinct shall appoint not more than three (3) qualified election clerks to serve and assist in conducting the Election; provided that if the Presiding Judge actually serves as expected, the Alternate Judge shall be one of such clerks.

SECTION 3: Compensation for Services at Polling Place: The presiding judge, alternate judge, and each election clerk appointed by the presiding judge shall be Compensated for services rendered, as follows:

Presiding Judge	\$12.00 per hour
Alternate Judge	\$11.00 per hour
Election Clerk	\$10.00 per hour

A judge or clerk may not be paid for more than one hour of work before the polls open. In a precinct in which voting machines are used, a judge or clerk may not be paid for more than two hours of work after the time for closing the polls or after the last voter has voted, whichever is later.

SECTION 4: Compensation for Delivering Election Records and Supplies:

The election judge or clerk who delivers the precinct election records, keys to ballot boxes or other election equipment, and unused election supplies after an election is entitled to compensation for that service in an amount not to exceed \$25.00. If more than one election officer delivers the records, keys, and unused supplies, the presiding judge is entitled to compensation for that service in an amount not to exceed \$25.00. If more than one election officer delivers the records, keys, and unused supplies, the presiding judge shall determine how the amount fixed for the services is to be allocated among the officers.

SECTION 5: Declaring an Emergency Clause: The importance of the subject matter hereof creates an emergency and an imperative public necessity requiring the suspension of the rule that Ordinance be read on three separate days, and such rule is hereby suspended and said requirement is dispensed with by a vote of not less than a majority of all the members of the Board of Commissioners. This Ordinance shall take effect and be in full force from and after its passage and approval.

**PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF
THE CITY OF PHARR, TEXAS** on this the 1st day of April 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action if any, on Ordinance for a moratorium on the issuance of any permits for individually rented storage units within the City of Pharr.
(2nd and Final Reading)

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr, Texas, hereby seeks to adopt and implement moratorium ordinance for the issuance of any new permits for individually rented storage units within the City of Pharr in accordance with Chapter 212 of the Texas Local Government Code and as may be allowed under applicable law. The purpose of the moratorium to temporarily suspend certain applications for building permits and/or approvals is to conduct research, study and update ordinances, zoning regulations, and building permit application procedures, if applicable.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 3/26/2019
Approved - 3/28/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

ORDINANCE NO. 0-2019-_____

AN ~~EMERGENCY~~ ORDINANCE OF THE CITY OF PHARR,
TEXAS
PROVIDING FOR THE AUTHORIZATION AND PROCEDURE
FOR
ADOPTION AND IMPLEMENTATION OF A MORATORIUM
ON
THE ISSUANCE OF ANY PERMITS FOR INDIVIDUALLY
RENTED STORAGE UNITS WITHIN THE CITY OF PHARR IN
ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT
CODE, SUBCHAPTER E, SECTION 212; NOTICE AND
HEARING; TEMPORARY MORATORIUM; PUBLIC
HEARINGS; FINAL DETERMINATION; FINDINGS; AND
REPEALING ALL ORDINANCES IN CONFLICT;
SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE

WHEREAS, the City of Pharr, Texas is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Pharr desires to comply with all state and local laws in establishing a moratorium on the issuance of any permits for individually rented storage units within the City of Pharr from being detrimental to the public health, safety, or welfare of the residents of the City of Pharr.

WHEREAS, the Board of Commissioners, as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, Texas Local Government Code Section 51.001, provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper or carrying out a power granted by law to the City; and

WHEREAS, Texas Local Government Code Section 211, 213, 214 and 217 grants the City certain regulation authority concerning zoning, construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner that honors the City's rich heritage and unique ecological makeup; and

WHEREAS, the City will change drastically if unlimited growth and development should occur under the City's existing Code of Ordinances, which no longer adequately address concerns about the effect of development on the City; and

WHEREAS, the City has determined that it is necessary to study and update its development ordinances, [zoning regulations](#) and [building permit application](#) procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate and revise the City's [development](#) ordinances, [code and regulations](#), and to consider the impact of ~~the ordinances upon~~ future growth, public health and safety, development, the natural environment, and place of architectural and ecological importance and significance within the [cCity Limits](#), the City wishes to maintain the status quo by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes ~~within limitation~~, preserving the status quo during the planning process, eliminating incentives for hasty applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations, [zoning ordinances](#); and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a [statesd](#) and fixed time period, and to include a waiver provision in accordance with Texas Local Government Code Chapter 212, Subchapter E.

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

SECTION 1: NOTICE AND HEARING.

On March 13, 2019, the City of Pharr published notice of hearing in the *Advance News Journal* pursuant to Sections 212.133 and 212.134 of the Texas Local Government Code.

SECTION 2: TEMPORARY MORATORIUM.

Pursuant to Texas Local Government Code Section 212.134(c), a temporary moratorium shall take effect on the fifth business day after the date a notice is published. On March 13, 2019, the City of Pharr published notice of hearing in the *Advance News Journal*; thus, a temporary moratorium shall take effect on or about the 20th day of March 2019.

SECTION 3: APPLICABILITY

The City of Pharr hereby enacts this Ordinance in order to implement a temporary

moratorium on the acceptance and processing certain applications and issuance of permits and other forms of municipal authorization related to specific construction and land development activities for individually rented storage units. The temporary moratorium applies to all city zoning district uses within the City Limits, ~~and the Extraterritorial Jurisdiction.~~

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits.

SECTION 4: PURPOSE

This temporary moratorium is being enacted to maintain *status quo*, and to:

1. Assess the short-term and long-term a comprehensive plan;
2. Evaluate regulations for platting and site development
3. Review the City's policies on the acceptance of applications for municipal permits for construction or development;
4. Update the City's Zoning Ordinance for consistency
5. Obtain and review public input and expert guidance.

Comment [MC1]: Not sure if we need this one

SECTION 5: PUBLIC HEARINGS; FINAL DETERMINATION.

- A. Pursuant to Texas Local Government Code Section 212.134(d), the City of Pharr will conduct two (2) public hearings in accordance with the above referenced provision as followed:

1st Public Hearing: March 18, 2019 ~~—~~ Board of Commissioners

2nd Public Hearing: March 25, 2019 ~~— Board of Commissioners; Planning and Zoning Commission~~ of

- B. On ~~April 1, 2019~~ March 25, 2019 within twelve (12) days after the date of the first public hearing, the City of ~~Pharr~~ Pharr made a final a determination on the imposition of a moratorium ~~by passing Resolution R-2019-~~

Comment [MC2]: LGC doesn't specify who "the municipality shall make a final determination on the imposition of a moratorium"

SECTION 6: ~~—~~JUSTIFICATION AND OBJECTIVES FOR MORATORIUM; ~~—~~ EXPIRATION.

A. ~~A. Justification/Findings of Fact~~

1. The temporary moratorium on property development is justified because existing regulations are inadequate to prevent possible new development specifically relating to individually rented storage units, from being detrimental to the public health, safety or welfare of the residents of Pharr pursuant to Texas Local Government Code Section 212.1352.

2. ~~The City finds that it is necessary and proper for the good government peace or order of the City and to address ordinances and regulations that are inadequate, to impose the The City of Pharr based on reasonably available information has determined and found that evidence exists that the issuance of any permits for individually rented storage units within the City of Pharr may be detrimental to the public health, safety, or welfare of the residents of the City of Pharr temporary moratorium on the acceptance and processing of certain applications and issuance of permits and other forms of municipal authorization related to specific construction and land development activities for individually rented storage units~~ As a result, applying existing commercial development ordinances or regulations and other applicable laws is inadequate to prevent the individually rented storage units from being detrimental to the public health, safety, or welfare of the residents of the City of Pharr pursuant to Texas Local Government Code Section 212.1352 as follows:
2. ~~.~~
3. The City will drastically change if unlimited growth and development should occur under the City's existing Code of Ordinances, which no longer adequately address concerns about the effect of development on the City. In order to meet the present and future growth, the City needs to provide sufficient space in appropriate locations for development to promote the most appropriate use of land to protect the character and conserve the value of land and buildings.

B. Objectives

1. ~~The geographical boundaries in which the moratorium will apply are any areas within the legal territories and boundaries of the City of Pharr, Texas;~~
- 1.
1. ~~The specific properties to which the moratorium will apply are any properties that are within the legal territories and boundaries of the City of Pharr, Texas. This provision shall not be intended to apply to businesses that currently legally exist and operate within the City of Pharr;~~
- 1.
1. The objectives to be achieved during the effective time of the moratorium shall be to analyze whether new ordinances and regulations are necessary to prevent business licenses for individually rented storage units as indicated herein that may be detrimental to the public health, safety, or welfare of the residents of the City of Pharr.
2. The City ~~has determined~~will determine ~~that if~~ it is necessary to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances, Comprehensive Plan and the goals and needs of the development community.
3. In order for the City to have adequate and reasonable time to review,

evaluate and revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural and ecological importance and significance within the City Limits, the City wishes to maintain the status quo by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended. ~~and~~

C.

C. Expiration

The moratorium established herein expires on the 90th day after enactment of this Ordinance pursuant to Texas Local Government Code Section 212.1362 and city charter, or upon repeal of this Ordinance by the City, whichever is sooner.

SECTION 7: ENACTMENT

The City of Pharr hereby enacts this Ordinance implementing a temporary moratorium on the City's acceptance and processing certain applications and issuance of permits and other forms of municipal authorization related to specific construction and land development activities for individually rented storage units.

SECTION 8: EXTENSION

—If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance ~~any may~~ be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the Board of Commissioners.

SECTION 9: EXCEPTION~~N~~ AND EXEMPTIONS AND WAIVERS

A.

A.

A. Exceptions.

1. **Ongoing projects.** The temporary moratorium implemented by this ordinance does not apply to any projects that are currently, actively in progress for which valid City building permits have been issued and have not expired (as of this temporary moratorium).
2. **Grandfathered projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the Development Services department for review in accordance with City policy.

- B. **Exemptions or Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request the following alternative forms of approval:

~~**Planned Development District:**—Property owners with an approval granted by the Board of Commissioners including enactment of customized zoning regulations through negotiations of specialized rules applicable solely to the proposed project may apply for waiver in accordance with City policy.~~

~~**ETJ Development Agreement:**—Property owners with a negotiated approval granted by the Board of Commissioners providing for construction standards, platting and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for waiver in accordance with City policy.~~

1. Waiver: Permit applicants may apply for a waiver from the moratorium relating to the property as provided in Local Government Code Section 212.137. Any waivers must be reduced to writing and must state the reason for the request to the municipality. The governing body must vote on whether to grant the waiver request within ten (10) days after the date of receiving the written request.

SECTION 10: DETERMINATIONS & APPEALS

- A. **Determinations.** The Development Services Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all eExceptions or waivers (as provided herein).
- B. **Appeals.** Property owners seeking to challenge a determination made by the Development Services Director may may appeal that initial determination to the City Manager or designee in writing within 10 days after initial determination has been made.
- B.

SECTION 11: SEVERABILITY CLAUSE.

Any and all ordinances in conflict with this ordinance are repealed. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this Ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 12: EFFECTIVE DATE; PUBLICATION.

This Ordinance shall take effect immediately upon passage by a vote of not less than a

majority of all the members of the Board of Commissioners and executed by the Mayor and City Clerk following not less than two (2) readings of the ordinance in accordance with Texas Local Government Code Section 212.134(f), and also in caption form as allowed under Section 9 of the Pharr City Charter.

This Ordinance may be published, after passage, in one issue of the official paper.

SECTION 13: PROPER NOTICE AND MEETING.

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

PPASSED 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 "AMOS" HERNANDEZ

MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

**PASSED AND APPROVED ON THE SECOND 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 "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.C.

DATE SUBMITTED: March 18, 2019

MEETING DATE: April 1, 2019

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Consideration and action, if any, on Ordinance renaming public roadway from Rancho Blanco Road to Javelina Drive. *(3rd and Final 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 Javelina Drive.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 3/18/2019

Melanie Cano

Approved - 3/27/2019

Patricia Rigney

Approved - 3/28/2019

City Management Office

Final Approval - 3/28/2019

ORDINANCE NO. O-2019-__

AN ORDINANCE DESIGNATING, RENAMING, A PUBLIC ROADWAY: RANCHO BLANCO ROAD TO JAVELINA 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: Javelina 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

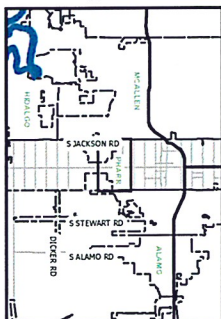
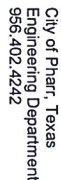
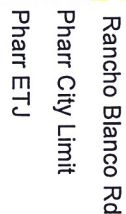
PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2019.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.D.

DATE SUBMITTED: March 27, 2019

MEETING DATE: April 1, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on Resolution authorizing emergency hiring of a Crime Analyst.

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

What: Resolution for emergency hire of a crime analyst.

Where: Pharr, TX

When: April 1, 2019

Why: The position is essential for the safety and orderly operation of the police department. The Crime Analyst is needed for crime analysis and analytical research.

Financial Consideration: No fiscal considerations. Position is budgeted.

Staff Recommendation: I recommend approval.

Alternatives: The alternative is not to approve resolution.

ROUTING:

Jose Luengo

Created/Initiated - 3/27/2019

Karla Moya
City Management Office

Approved - 3/29/2019
Final Approval - 3/29/2019

STATE OF TEXAS

§

R E S O L U T I O N

COUNTY OF HIDALGO

§

NO. R-2019-_____

CITY OF PHARR

§

DECLARING AN EMERGENCY TO EMPLOY

CRIME ANALYST

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 Crime Analyst for crime analysis and analytical research. These positions are essential for the safety and orderly operation of the Police Department and Community.

WHEREAS, the Pharr Police 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 Pharr Police 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 Pharr Police Department for the well-being of the citizens; the Pharr Police Department is therefore authorized to fill four (1) budgeted Crime Analyst vacancy.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 1st day of April 2019.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.E.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on Resolution determining a public necessity to acquire certain real property; giving notice of an official determination to acquire real property for public purpose; establishing procedures for the acquisition of market value for the property to be acquired; and directing the City Manager or designee to communicate offers to owners for purchase of property, appropriate funds, and authorizing condemnation proceeding by City Attorney, contingent on available funding.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

The City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the property.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Rita Galvan

Created/Initiated - 3/28/2019

Melanie Cano
Patricia Rigney
City Management Office

Approved - 3/28/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

RESOLUTION NO. R-2019-

A RESOLUTION OF THE CITY OF PHARR, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS

WHEREAS, the City of Pharr, proposes to make certain improvements to roadways and/or city parks and adjacent land including but not limited to rights of way, easements and property in and about the City of Pharr in Hidalgo County, Texas;

WHEREAS, the City of Pharr, Texas has determined that certain property is necessary for the furtherance of these improvements and associated projects that are proposed to be made by the City of Pharr, Texas and that such improvements will be beneficial public improvements to the residents and inhabitants of the City Pharr, Texas of Pharr, Texas; and

WHEREAS, the City of Pharr has determined it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcel to be acquired:

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

SECTION 1: That the City of Pharr, Texas hereby officially determines that there is a public necessity for acquiring the following real property for the expansion and construction of roadway and/or city park improvements and adjacent land including but not limited to rights of way, easements and property, and that the needs of its residents and inhabitants will be served by acquiring the following real property:

LEGAL DESCRIPTION: LOT 3, LUVILL L.L.C ESTATES SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS.

SECTION 2: That the City of Pharr, Texas hereby officially determines based on any opinions and recommendations of professional real estate appraisers, or that may be pending appraisal, that the fair market value of all estates and interest in the specifically described property are fair.

SECTION 3: That the City Manager, or its designee, be hereby authorized and directed to communicate a written offer to all record owners of the property for voluntary purchase of said property in an amount not to exceed the amount determined and established to be just compensation; therefore, and to further negotiate with said owner(s) on behalf of the City of Pharr for the voluntary purchase of the property for an amount not in excess of the amount determined and established to be just compensation.

SECTION 4: That the Mayor, and in his absence, the City Manager or its designee, is and shall hereby be authorized to execute all documents necessary to acquire the property on behalf of the City of Pharr, Texas.

SECTION 5: That should the City of Pharr, Texas and the owner(s) of the property herein described and determined to be acquired are unable to agree upon the value of the land, or should negotiations become futile, that the City Attorney hereby be authorized to initiate condemnation proceedings on behalf of the City of Pharr, Texas and do all legal things necessary, in accordance with state law, to acquire the property.

SECTION 6: That all lawful acts which have heretofore been performed by agents and representatives of the City of Pharr, such as, but not limited to, offers of purchase, negotiations with owners, and notices given to owners, shall hereby be ratified.

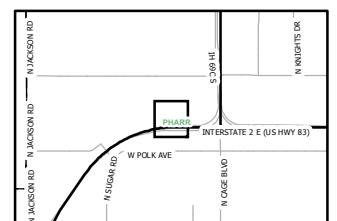
PASSED AND ADOPTED this the _____ day of _____, 20_____.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST

HILDA PEDRAZA, CITY CLERK





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, on acceptance of the Witten Park & Pharr Sports Complex Lighting (Emergency) Project and Release Retainage in the amount of \$5,688.75.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Longoria's Electric has completed the Witten Park & Pharr Sports Complex Lighting (Emergency Project) A final walk through was held in March 2019, and improvements were completed in general compliance with plans and specifications.

Financial Consideration:

Original Contract: \$167,900.00

Change Order Number 1: \$13,150.00

Change Order Number 2: \$7,645.00

Revised Contract: \$188,695.00

Expenditures to Date: \$143,136.50

Final Payment & Retainage is in the amount of \$45,558.50

Staff Recommendation: Staff recommends approval of acceptance of project and release of the Retainage in the amount of \$5,688.75

Alternatives: None.

ROUTING:

Omar Anzaldua

Omar Anzaldua

Created/Initiated - 3/26/2019

Approved - 3/26/2019

Patricia Rigney
Karla Moya
City Management Office

Approved - 3/26/2019
Approved - 3/27/2019
Final Approval - 3/28/2019



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on request for waiver for moratorium ordinance relating to individually rented storage units.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request the following alternative forms of approval

Waiver: Permit applicants may apply for a waiver from the moratorium relating to the property as provided in Local Government Code Section 212.137. Any waivers must be reduced to writing and must state the reason for the request to the municipality. The governing body must vote on whether to grant the waiver request within ten (10) days after the date of receiving the written request.

Financial

Consideration:

Staff Recommendation: To be discussed in executive session.

Alternatives:

ROUTING:

Rita Galvan
Melanie Cano
Patricia Rigney
City Management Office

Created/Initiated - 3/28/2019
Approved - 3/28/2019
Approved - 3/28/2019
New -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: March 26, 2019

MEETING DATE: April 1, 2019

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action, if any, on deductive Change Order in the amount of \$5,800 for Tyler Technologies project code # C1702B07.

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 Tyler Technologies

What: A credit of \$5,800 for the amount paid will be applied to Client's outstanding invoices once Invoice #030□16974 for \$20,447.50 is paid.

When: April 1, 2019

Where: Pharr, TX

Why: Cancellation of service not needed.

Financial Consideration:

C1702B07 □ CAD to CAD Interface Install (McAllen) = \$5,800

The above item will be cancelled and closed.

A credit of \$5,800 for the amount paid will be applied to Client's outstanding invoices once Invoice #030□16974 for \$20,447.50 is paid.

Staff Recommendation: I recommend approval.

Alternatives: N/A

ROUTING:

Jose Luengo

Created/Initiated - 3/26/2019

Raul Garza

Approved - 3/29/2019

Karla Moya

Approved - 3/29/2019

City Management Office

Final Approval - 3/29/2019



technologies

Empowering people who serve the public

Change Request Form

Customer:

Pharr, TX

Contract Date:

10/20/17

Submitted by:

Danen Lott

Date:

3/6/19

Customer Code:

PHA1128

Project Code(s):

C1702B07

Problem/Concern/Reason for Scope Change:

See Below

Description of Change:

DELETE

C1702B07 - CAD to CAD Interface Install (McAllen) = \$5,800

The above item will be cancelled and closed.

A credit of \$5,800 for the amount paid will be applied to Client's outstanding invoices once Invoice #030-16974 for \$20,447.50 is paid.

Special Considerations:

Acknowledged and Agreed to by: (Tyler)

Operations

Name/Title: Kevin Flynn – Vice President of Professional
Services – Public Safety

Date: 3/6/19

Signature:

Acknowledged and Agreed to by: (Customer)

Name/Title:

Date:

Signature:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: March 27, 2019

MEETING DATE: April 1, 2019

FROM: Gary Rodriguez, Events Center Director

DEPARTMENT: Events Center

DIRECTOR: Gary Rodriguez

Agenda Item: Consideration and action, if any, on contract with Pyro Shows of Texas for live fireworks display for City of Pharr Independence Day Festival on Saturday, June 29, 2019 with a Rain-Date of Sunday, June 30, 2019.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The City of Pharr wishes to provide a safe, family-friendly event to celebrate our nation's birthday with the City of Pharr Independence Day Festival. This event includes a live fireworks display. Pyro Shows of Texas is the provider of this display and their contract, which has been reviewed by the City Attorney, is attached in the amount of \$12,000 for their professional services.

Financial Consideration: Fiscal consideration, if approved, would be \$12,000; which has been budgeted.

Staff Recommendation: Staff recommends approval.

Alternatives: Alternative would be to deny this contract proposal.

ROUTING:

Gary Rodriguez
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 3/27/2019
Approved - 3/28/2019
Approved - 3/29/2019
Final Approval - 3/29/2019

Contract Agreement

This Agreement made this day of March, 2019, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, 76135, and hereinafter referred to as “**PYRO SHOWS OF TEXAS**” and **City of Pharr** with its principle place of business located at 118 S. Cage Blvd., Pharr, in the State of Texas, hereinafter referred to as “Customer”.

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

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a firework display, hereinafter referred to as “Show”, pursuant to the project/sales order #19-TX-06-29-C-12000-000081 dated this 1st day of March, 2019. The Show will be given on the 29th day of June 2019. Rain date/postponement date: **SUNDAY JUNE 30, 2019**.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Parties hereby submit themselves to the jurisdiction of said Courts and waives their rights to proceed against each other in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- VIII. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.



- IX. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- X. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XI. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XII. **PAYMENT TERMS:** City of Pharr shall pay PYRO SHOWS \$12,000 plus applicable taxes according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$6,000) upon return of signed contract by April 1, 2019. Balance will be due in the PYRO SHOWS office prior to day of show.
- XIII. **GOVERNING LAW.** This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by, the laws of the State of Texas. Venue for any legal proceeding, cause of action or suit arising out of or related to this Agreement shall exclusively lie with a court of competent jurisdiction in Hidalgo County, Texas, any legal proceeding, cause of action or suit arising out of or related to this Agreement shall be exclusively brought in any court of competent jurisdiction in Hidalgo County, State of Texas, and for this purpose each party expressly and irrevocably consents to the exclusive jurisdiction of said courts.
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____
Chad Stanley, General Manager

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

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

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

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



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: March 27, 2019

MEETING DATE: April 1, 2019

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to award contract to Johnson Controls through the Buyboard Cooperative for the HVAC Building Automation System Controls at the Police Station and Memorial Library in the amount of \$124,000.00.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: This building automation system will improve the operational efficiency of the HVAC System as described below:

The Network Automation Engine (NAE) brings an entirely new generation of technology into the Metasys(r) Building Automation System (BAS). The NAE is an automation engine that manages facilities using information and Internet technology. The NAE Series uses the communication technology of the building automation industry, including BACnet(r) protocol, LONWORKS(r) network, and the N2 Bus to monitor and supervise Heating, Ventilating, and Air Conditioning (HVAC) equipment, lighting, security, fire, and access control. The NAE Series supports a comprehensive set of supervisory features and functions for large facilities and technically advanced buildings and complexes. A NAE or a network of multiple NAE devices within a building provides monitoring and control, alarm and event management, data exchange, trending, energy management, scheduling, and data storage. The NAE has an embedded user interface and supports concurrently connected Web browsers with password access control and the security protection technology of the Information Technology (IT) industry.

Financial Consideration: PD Controls: \$87,500

Librabry Controls: \$36,500

Total: \$124,000

Staff Recommendation: Staff recommends approval authorizing the City Manager to award a contract to Johnson Controls through the Buyboard Cooperative for the HVAC Building Automation System Controls at the Police Station and Memorial Library in the amount of \$124,000.00.

Alternatives: N/A

ROUTING:

Omar Anzaldua	Created/Initiated - 3/27/2019
Omar Anzaldua	Approved - 3/27/2019
Patricia Rigney	Approved - 3/28/2019
Karla Moya	Approved - 3/28/2019
City Management Office	Final Approval - 3/28/2019

BID DATE: 3/07/19

REVISION(s): Priced per
Plans and spec's dated 10-9-2018

TO: All Interested Bidders

ADDENDUM: 1

PROJECT: City of Pharr Police Station and Memorial Library HVAC Upgrades - Pharr, TX

PROPOSAL



DESCRIPTION: JOHNSON CONTROLS METASYS BUILDING AUTOMATION SYSTEM ADDITION/EXPANSION.

We propose to furnish the services specified herein at the prices stated and in accordance with Johnson Controls standard terms and conditions. Johnson Controls would like to submit the following proposal for your review and approval. *Johnson Controls will provide the following labor and material to perform scope of the following work identified by the customer on the engineered plans & specifications. All work will be performed in accordance with the job specifications as provided to Johnson Controls.

- **Metasys Facility Management System Upgrade will include.**
 - Provide and Install (1) New Network Automation Engine (NAE), as specified per each site as listed below.
 - Provide Integration for DX Roof top units as indicated on plans, BACnet Communication Cards by RTU Manufacturer
 - Controllers for Fan Coil Units, per plan schedule sheets for each project
 - Controllers for Air Handling Units, per plan schedule sheets for each project
 - On/off/ Enable Communication status to Exhaust Fans, per plan schedule sheets
 - Graphics submittal package, as specified
 - Owner Training
 - One - year warranty

NOTE: THE PROPOSED BUILDING AUTOMATION SYSTEM IS A NEW SYSTEM FULLY BACNET OPEN PROTOCOL AND CAN BE ACCESSED VIA THE WORLD WIDE WEB.

Major Device Descriptions Only

PLEASE NOTE THIS IS A DESCRIPTION OF MAJOR DEVICES FOR WHICH BAS CONTROL IS QUOTED, NOT A LIST OF EQUIPMENT OR PARTS.

1) Provide & install New Johnson Controls **Web Based-NAE (Network Automation Engine)** to include point mapping & graphics for all JCI installed DDC controllers & devices. This system will be a fully BacNet which is an open protocol system. Brief description of devices is specified below.

- The Network Automation Engine (NAE) brings an entirely new generation of technology into the Metasys(r) Building Automation System (BAS). The NAE is an automation engine that manages facilities using information and Internet technology. The NAE Series uses the communication technology of the building automation industry, including BACnet(r) protocol, LONWORKS(r) network, and the N2 Bus to monitor and supervise Heating, Ventilating, and Air Conditioning (HVAC) equipment, lighting, security, fire, and access control. The NAE Series supports a comprehensive set of supervisory features and functions for large facilities and technically advanced buildings and complexes. A NAE or a network of multiple NAE devices within a building provides monitoring and control, alarm and event management, data exchange, trending, energy management, scheduling, and data storage. The NAE has an embedded user interface and supports concurrently connected Web browsers with password access control and the security protection technology of the Information Technology (IT) industry.

2) Perform an integration to Roof Top Units via BacNET Interface Cards (provided by RTU Manufacturer), RTU Sensors to be provided by Equipment Manufacturer. Johnson controls will Communicate to RTU controller via BACnet communication and confirm points to be shown on Metasys Front End.

2) Controllers for Fan Coil Units, per plans and specifications

3) Controllers for Air Handling Units, per plans and specifications

4) Exhaust fans status with On/Off/Enable operation only for total of **Exhaust Fans** as shown on plans.

- 5) Commission devices & map points as identified & detailed in the plans & specifications provided
- 6) Provide programming graphics applications
- 7) Building Automation System schedules & optimal sequence will be programmed by Johnson Controls certified technicians to meet the specifications & parameters provided on the plans.

Exclusions:

- **Equipment Manufacturer to provide Bacnet Interface Cards, Temp Sensors, Humidity Sensors**
- Air Flow Monitoring Stations are excluded
- Mechanical Dampers and Mechanical work is excluded
- Starters or Variable Frequency Drives provided by others
- Interlock of Kitchen Exhaust or Supply fans is excluded
- **Line voltage power** to any equipment is excluded
- Security System & Components excluded
- Motion Sensors, Smoke Detectors, Fire and Smoke Damper Actuators , Security and Fire Components are all excluded
- Lighting System interfaces or interlocks are excluded
- Items, or work outside the scope, plans, & specifications would be quoted separately
- Test & balance is provided by others

Police Station

Added to Scope of work are Qty (39) Existing VAV Terminal units to be added to Proposed new BAS Front end via JCI Controllers, wiring and programming per specification requirements

BASE BID PRICE: (No Taxes included with this proposal) _____ \$ 87,500
(Controls price only , no equipment)

Memorial Library HVAC Replacements

BASE BID PRICE: (No Taxes included with this proposal) _____ \$ 36,500
(Controls price only , no equipment)

Respectfully,

Noe Salinas

Systems Sales Engineer - Johnson Controls, Inc.
Account Manager
Tel: (956)279-9852
Email: noe.salinas@jci.com

SIGNATURE REQUIRED FOR AUTHORIZATION TO PROCEED

- If this proposal is approved please fill out this acceptance page and email to noe.salinas@jci.com This will assist us with scheduling & ordering any part necessary to proceed with the work.

By(print): _____

Title: _____

Signature: _____

*** Purchase Order:** _____

Date: _____

CONTROLS TERMS AND CONDITIONS

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
 2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an **advance payment equal to 10% of the contract price**, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
 3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
 4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a period of one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
 5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
 6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
 7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
 8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
 9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
 10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
 11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
 12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
 13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
 14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.
-



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Alex Meade

Agenda Item: Consideration and action, if any, extending Comprehensive Economic Development Incentive Agreement for McAllen Levcal, LLC to December 31, 2029.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: A 380 Agreement was approved back in April 2015 by City Commission to McAllen Levcal, LLL. Management is requesting to consider extension of agreement for an additional six years with terms staying the same.

This is for the Pharr Town Center Sales Tax Reimbursement of 25% back to developer.

Financial Consideration: This agreement is performance base. 25% of Sales Taxes collected from City for that development will be the cost to City.

Since 2015, City has collected approximately \$5 million dollars in sales tax from that Development, and has reimbursed 25% back as part of agreement.

75% will still be kept by City for an additional 6 Years.

Staff Recommendation: Management Recommends approval

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 3/28/2019

Karla Moya
Patricia Rigney
City Management Office

Approved - 3/28/2019
Approved - 3/28/2019
Final Approval - 3/28/2019

COMPREHENSIVE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Comprehensive Economic Development Incentive Agreement (this "**Agreement**") is entered into as of this 3rd day of April, 2015 (the "**Effective Date**") by and between the **CITY OF PHARR, TEXAS** (the "**City**"), and **MCALLEN LEVCAL LLC ("LEVCAL")**, (the City and Levcal are each individually referred to herein sometimes as a "Party" and may be referred to herein collectively as the "Parties.")

WITNESSETH:

WHEREAS, Levcal is a foreign limited liability company that intends on developing in Pharr, Texas that will include a direct benefit to the municipality increasing employment, and providing for other incentives related to fiscal impact;

WHEREAS, Article III, Section 52(a) of the Texas Constitution provides that the Texas legislature may provide for the creation of programs and the making of loans and grants of public money, other than money otherwise dedicated by the Constitution to use for a different purpose, for the public purposes of development and diversification of the economy of the state;

WHEREAS, Texas Local Government Code Chapter 380 is the enabling legislation for Article III, Section 52(a) of the Texas Constitution and authorizes the governing body of a municipality to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality;

WHEREAS, the City has adopted programs for promoting economic development as contemplated by Texas Local Government Code, Chapter 380, and this Agreement complies with state and local laws as economic development is a legitimate public purpose for public spending;

WHEREAS, the City is authorized by the Texas Local Government Code §380.001 to provide economic development incentives to promote local economic development and to stimulate business and commercial activity in the City;

WHEREAS, Levcal is a foreign limited liability company that is redeveloping the land known as the Pharr Town Center located in Pharr, Texas that is more particularly depicted on the attached Exhibit "A" ("the Property")



WHEREAS, the Property was formerly known as the El Centro mall is is being developed by Levcal into a retail, restaurant and entertainment destination that will be known as "Pharr Town Center" (the "Project");

WHEREAS, the City has determined that granting economic development incentives to Levcal in accordance with this Agreement will further the objectives of the City, will create employment opportunities in the City, will benefit the City by creating additional sales and ad valorem taxes, will benefit the City's inhabitants and will otherwise promote local economic development and stimulate business, commercial, and international activity in the city and state; and

WHEREAS, as the City has initiated the legal process for creating a Tax Increment Reinvestment Zone ("TIRZ #3"), Levcal and City may pursue additional sources through the pending TIRZ #3 to achieve the total incentives intended herein; however, should the TIRZ board of directors and the City agree to allow Levcal to participate, the aggregate total amount of all incentives including but not limited to the Chapter 380 payments and qualifying TIRZ payments for the Property and Project shall not exceed Eight Million Dollars (\$8,000,000);

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article 1.

OBLIGATIONS OF LEVCAL

1.01 Levcal agrees that it shall provide its formation filings and amendments thereto, along with a current copy of its Company Agreement, as well as any resolutions and minutes authorizing approval of the terms and conditions contained within this Agreement.

1.02 In consideration of City agreeing to pay Levcal the Chapter 380 payments (as defined below) in accordance with the terms, provisions and conditions of this Agreement, Levcal agrees to the following, which are conditions that shall be fulfilled in order for Levcal to receive Chapter 380 payments:

(a) Levcal shall invest or cause to be invested not less than Forty Million Dollars (\$40,000,000.00) in the Property and the Project by January 1, 2016 (subject to force majeure). Levcal's investment shall include any and all costs incurred in connection with the acquisition, design, construction and financing of the Property and the Project and may include costs incurred and investment made prior to the Effective Date hereof.



(b) In developing, subdividing, constructing and/or improving the Property, Levcal shall comply with all applicable city ordinances and regulations.

(c) Levcal shall ensure that the Property is not used for any of the uses described on the attached Exhibit "B" (the "**Prohibited Uses**").

(d) Subject to Force Majeure, Levcal shall further ensure that the Academy Sports and Outdoors store on the Property shall be substantially complete by May 31, 2016. "**Substantially Complete**" for these purposes shall mean delivery of the premises to Academy, Ltd. ("Academy"), in conformance with Levcal's obligations under its lease with Academy.

(e) Levcal further agrees to cause those areas within the existing building occupied by Convergys that are demolished, repurposed or redeveloped to be made compliant with applicable code and building standards, health and safety regulations, and accepted standards under the American's With Disabilities Act (ADA) , upon development, reconstruction or redevelopment of such areas.

Article 2.

OBLIGATIONS BY CITY

2.01 As a mutual benefit of the Parties and to further the opportunities for employment, and retail and restaurants for the local and state economies, the City shall provide a financial incentive for Levcal's development and construction resulting in an overall economic benefit to the economies of the city and the state.

2.02 Subject to Levcal's satisfaction of the conditions set forth in Section 1.02 above, the City shall pay the Chapter 380 payments to Levcal in accordance with the following terms, conditions and provisions:

(a) Each "**Chapter 380 payment**" is a sales tax rebate that shall be a sum equal to twenty-five percent (25%) of the Project Municipal Sales Tax Revenue accrued, levied, paid, and credited to Pharr's sales tax during the applicable calendar year.

(b) The Chapter 380 payments rebating sales tax, as defined herein, shall be paid annually during the Reimbursement Period (as defined below) no later than March 15 of the following year.



(c) The total amount of all Chapter 380 payments hereunder shall not exceed Eight Million Dollars (\$8,000,000). All financial obligations from City to Levcal shall cease without further action upon the earliest of either the: (i) termination as allowed under Article 4; (ii) expiration of the Reimbursement Period; or (iii) at such time as the financial incentives individually or collectively equal Eight Million Dollars (\$8,000,000).

(d) For the purposes hereof, the “**Project Municipal Sales Tax Revenue**” shall mean, for any given calendar year, the amount of municipal sales tax levied, paid, and credited to Pharr’s sales tax by the City on taxable sales occurring on the Property.

(e) For purposes hereof, the “**Reimbursement Period**” shall mean calendar year 2014 through and inclusive of calendar year 2023. No Chapter 380 payments or other incentives shall be due by City for any period after the expiration of calendar year 2023; provided, however, that the payment for calendar year 2023 may be paid on or before March 15, 2024.

Article 3.

INDEPENDENT CONTRACTOR

In executing this Agreement and in performing their respective obligations hereunder, the City and Levcal are acting independently and not in any form of partnership or joint venture. The City and Levcal assume no responsibilities or liabilities to any third parties in connection with this Agreement.

Article 4.

DEFAULT

4.01 If either Party defaults in the performance of any of its obligations under this Agreement, the non-defaulting Party may give written notice to the defaulting party of such default, and the defaulting party shall have 30 days thereafter to cure said default or if the defaulting party is diligently pursuing the cure of such default but such default is not reasonably curable within 30 days, then the defaulting party shall have such additional amount of time as is reasonably necessary to cure such default. Should said default remain uncured after such cure period it shall constitute an Event of Default and the non-defaulting party shall have the right to exercise the remedies set forth in Section 4.02 below.

Two handwritten signatures in black ink, one on the left and one on the right, appearing to be initials or names of the parties involved in the agreement.

4.02 Upon the occurrence of an Event of Default by Levcal, the City shall have the right, as its sole remedy, to terminate this Agreement by written notice to Levcal, whereupon all remaining financial obligations of the City shall cease and neither Party shall have any remaining obligations hereunder. Upon the occurrence of an Event of Default by City in satisfying its financial obligations hereunder, Levcal shall the right to recover any unpaid financial obligations owed to it, and may also, at its option, elect to terminate this Agreement by written notice to the City. In no event shall either Party be entitled to recover special, exemplary or punitive damages under this Agreement.

4.03 This Agreement shall terminate by action upon the occurrence of any one of the following:

(a) the execution by all parties of a written agreement terminating this Agreement;

(b) at the option of the non-defaulting party (subject to the notice and cure and other provisions) after an Event of Default.

4.04 The prevailing party in any action to enforce this Agreement shall be entitled to receive reasonable attorneys' fees from the non-prevailing party.

Article 5.

TERM

This Agreement will become enforceable upon the Effective Date and will expire or terminate on the earlier of: (a) Expiration of the Reimbursement Period; (b) the final payment to Levcal of any financial obligations by City; (c) upon termination as provided in Article 4. Notwithstanding any other provision contained herein, the parties agree and acknowledge that the final Chapter 380 payment may be due after the expiration of the Reimbursement Period and that this Agreement shall be deemed extended beyond the expiration of the Reimbursement Period for purposes of the enforceability of that final payment.

Article 6.

NOTICE

All notices required or permitted by this Agreement will be delivered either by certified mail, postage prepaid, email, effective five days after mailing, or by hand delivery or a nationally recognized overnight courier, in either case effective



upon delivery, in all cases addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof, or wherever any party may be personally found):

CITY: 118 S. Cage
Pharr, Texas 78577
Attention: Fred Sandoval, City Manager

MCALLEN LEVCAL, LLC: 1001 W. Loop S, Suite 600
Houston, Texas 77027-9082

Article 7.

MISCELLANEOUS

7.01 This Agreement was approved by the Board of Commissioners of the City of Pharr and necessary managers or members of McAllen Levcal, LLC.

7.02 If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.

7.03 The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Courts of Hidalgo County, Texas.

7.04 This Agreement may be executed by the parties in multiple counterparts, all of which counterparts when taken together shall constitute one agreement.

7.05 Employment of Undocumented Workers. During the Term of this Agreement, Levcal agrees not to knowingly employ any undocumented workers at the Property, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Levcal shall repay the amount of the incentives received by Levcal as of the date of such violation within 120 business days after the date Levcal is notified by the City of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the City) as its prime or base commercial lending rate, from the date of such notice until paid.



7.06 Revenue Sharing Agreement. The City hereby designates this Agreement as a "Revenue Sharing Agreement" as that term is used in Texas Tax Code Section 321.3022. The City may notify the Comptroller of such designation as necessary in order to determine the Project Municipal Sales Tax Revenue under this Agreement.

7.07 Changes in Law. If, during the Term of this Agreement, State law applicable to municipal sales taxes changes and, as a result, the Chapter 380 Payments differ from the amount which would have been paid to Levcal under the laws in effect as of the Effective Date, then the City shall adjust the Chapter 380 Payments utilizing whatever discretionary taxes and revenues are legally available to the City to be allocated to the Chapter 380 Payments.

7.08 Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the City and Levcal.

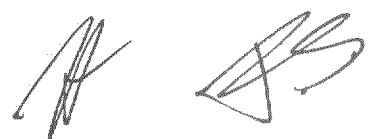
7.09 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

7.10 Binding Obligation. This Agreement shall become a binding obligation on the Parties hereto upon execution by all signatories hereto. The City warrants and represents as follows: that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same; and the Agreement is authorized by State law, including but not limited to, Chapter 380 of the Texas Local Governmental Code, is within the authority of the City, and constitutes a legal and binding obligation of the City. Levcal warrants and represents that the individual executing this Agreement on Levcal's behalf has full authority to execute this Agreement and bind Levcal to the same.

7.12 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes.

Exhibit "A": Property Description
Exhibit "B": Prohibited Uses

[SIGNATURE PAGE FOLLOWS]

Two handwritten signatures in black ink, one on the left and one on the right, positioned at the bottom right of the page.

EXECUTED by the parties hereto to be effective as of the date first set forth above.

CITY OF PHARR

By: 
Name: Fred Sandoval
Title: City Manager / Executive Director

MCALLEN LEVCAL LLC, a Delaware limited liability company

By: Levcor McAllen, LLC, a Texas limited liability company

By: 
Name: Herbert L. Levine
Title: Manager

AS



Exhibit "B"
Prohibited Uses

In order to remain eligible for the Chapter 380 Payments provided under this Agreement, neither the Property nor any portion thereof may be used as or for any of the following:

1. Any night club or discotheque;
2. Any second hand store, provided that there may be up to two (2) establishments up to 5,000 square feet each which sell used merchandise or second hand goods such as are found in other shopping centers similar to the Property, such as Plato's Closet, but in no event shall a thrift store such as Goodwill be permitted;
3. Any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer);
4. Any automobile, truck, or R.V. sales, leasing, display or repair (but excluding a national or regional chain retail store selling tires, batteries and other auto parts and one auto repair shop, which shall be permitted).
5. Any veterinary hospital or animal raising facilities (except that this prohibition does not prohibit a pet shop with ancillary veterinary services such as a Petco or PetSmart);
6. Any funeral home or mortuary;
7. Any pawn shop;
8. Any bingo club;
9. Any auction house;
10. Any flea market;
11. Any establishment selling drug paraphernalia or as head shop;
12. Any fortune teller;
13. Any massage parlor (excluding stores offering massages by a licensed massage therapist or licensed healthcare professional such as a Massage Envy or Massage Heights);
14. Any establishment selling or exhibiting pornographic materials (provided, however, that the sale or rental of videos, books, magazines and other publications by a national or regional chain bookstore of the type normally located in similar first-class shopping centers (such as Barnes & Noble) shall not be deemed a "pornographic use" hereunder); or
15. Any tattoo parlor.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Raul Garza, GMCD Director

DEPARTMENT: GMCD

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for the purchase of Lots #3, 4, 5, and 6 and Lot #7 for additional downtown parking.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Downtown property is available for additional parking space. Trinity Episcopal Church owns Lots #3, 4, 5 & 6 (see attachments) and J. Fernando Lopez owns Lot #7 (see attachment). Aguirre and Patterson have prepared appraisals on the City's behalf. Also, attached is a spreadsheet with the Aguirre appraisal and the Hidalgo County Appraisal District (HCAD) property valuations.

Financial Consideration:

Staff Recommendation: Staff recommends approval.

Alternatives:

ROUTING:

Raul Garza

Created/Initiated - 3/28/2019

Raul Garza

Approved - 3/28/2019

Patricia Rigney

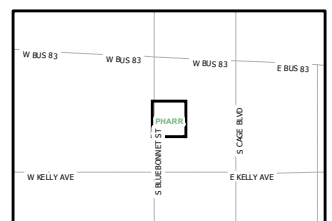
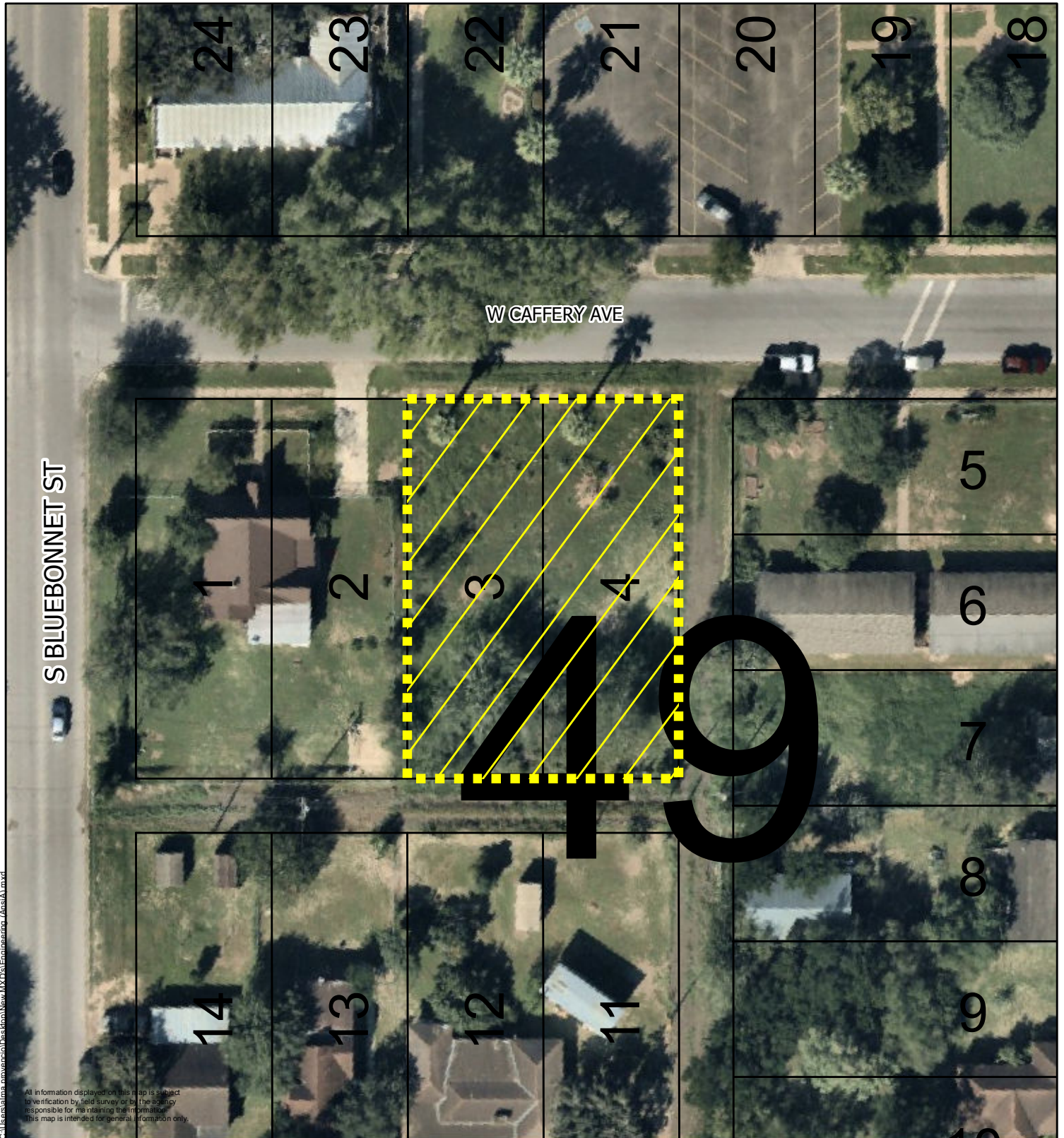
Approved - 3/28/2019

Karla Moya

Approved - 3/28/2019

City Management Office

Final Approval - 3/28/2019





Parking Lot Properties
January 28, 2019

Owner	Description	HCAD	Aguirre	Notes:
Trinity Episcopal Church	Lot 3 & 4, Blk 49	\$ 106,400.00	\$ 46,900.00	Lots were appraised by HCAD at \$35,000 in 2016
Trinity Episcopal Church	Lot 5 & 6, Blk 49	\$ 112,338.00	\$ 154,340.00	Lots were appraised by HCAD at \$89,638 in 2016
Jose Fernando Lopez	Lot 7, Blk 49	\$ 33,057.00	\$ 29,700.00	
		<u>\$ 251,795.00</u>	<u>\$ 230,940.00</u>	



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: March 28, 2019

MEETING DATE: April 1, 2019

FROM: Edward Wylie, Assistant City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract for engineering design services for Lift Station No. 1, No. 29 and No. 33 Elimination Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: The current sanitary sewer system needs systematic upgrades to keep up with development. The current objective is get these project "shovel ready" in order to get State funding.

Financial Consideration: Contract amount is to be determined and negotiated. Fund will be available thru the current Texas Water Development Board reimbursed funds

Staff Recommendation: Approval

Alternatives:

ROUTING:

Edward Wylie
Patricia Rigney
Karla Moya
City Management Office

Created/Initiated - 3/28/2019
Approved - 3/28/2019
Approved - 3/29/2019
Final Approval - 3/29/2019



City of Pharr – Lift Station No. 1, Lift Station No. 29, and Lift Station No. 33 Elimination Project

PREPARED BY: Garcia Infrastructure Consultants, LLC (GIC)
PREPARED FOR: City of Pharr
SUBJECT: Lift Station No. 1, Lift Station No. 29, and Lift Station No. 33 Elimination Project
DATE: March 28, 2019

Project Name

Lift Station No.1, Lift Station No. 29, and Lift Station No. 33 Elimination Project.

Purpose

The primary purpose for this project is to continue the process of systematically eliminating lift stations throughout the City. It also addresses the following:

- Accessibility constraints to El Presidente LS (LS 29),
- Equipment and electrical deficiencies,
- Significantly reduces maintenance expenses, and
- Eliminates lift stations that are in close proximity to residential areas.

El Presidente Lift Station No. 29 does not have an access easement. The force main is under multiple residential lots which is problematic. Staff is unable to access the force main for maintenance purposes and if it were to fail, it could represent a health hazard to the residential homeowners.

Flow will be intercepted at strategic points as well as respective lift stations being eliminated and conveyed in gravity sewer mains to an existing trunk sewer as depicted in the attached Exhibits (**Attachment A**) from the master plan. This project was identified in the master plan as the Northwest Interceptor and Main Lift Station No. 1 Interceptor.

This project also eliminates Lift Station No. 1. This facility has exceeded its intended design life and overflows during wet weather conditions.

The recommended project eliminates the following lift stations:

1. El Presidente Lift Station (LS No. 29)
2. Crystal Estates Lift Station (LS No. 33)
3. Main Lift Station (LS No. 1)

It also includes re-directs flow from Rudy’s Lift Stations (LS No. 31) to the proposed sewers system and will offload LS No. 25.

These projects were identified in the City’s Master Plan and prioritized as the most critical. In addition, these projects were included in the Clean Water State Revolving Fund (CWSRF) Application, Project Information Form (PIF), submitted to the Texas Water Development Board (TWDB) on behalf of the City of Pharr.

Benefits

Improvements proposed result in multiple benefits to the City. These are summarized below:

1. It eliminates several aging lift stations,
2. Eliminates the El Presidente LS Force Main under residential lots.
3. Allows flows to be conveyed in a more reliable gravity system.

If these improvements are not made, the City will soon be required to replace and/or upgrade all three (3) lift stations that could easily exceed the cost to this project. The cost to rehabilitate all three existing lift stations is approximately \$4.5-Million. Furthermore, the City will need to continue to pay to maintain and operate these new facilities. The cost to maintain and operate gravity mains is a fraction of the lift station alternative.

Cost Savings

Eliminating these lift stations will improve the reliability of the City’s Wastewater Collection System and will result in Labor, Equipment/Materials, and Energy Savings. These estimated annual savings are summarized below:

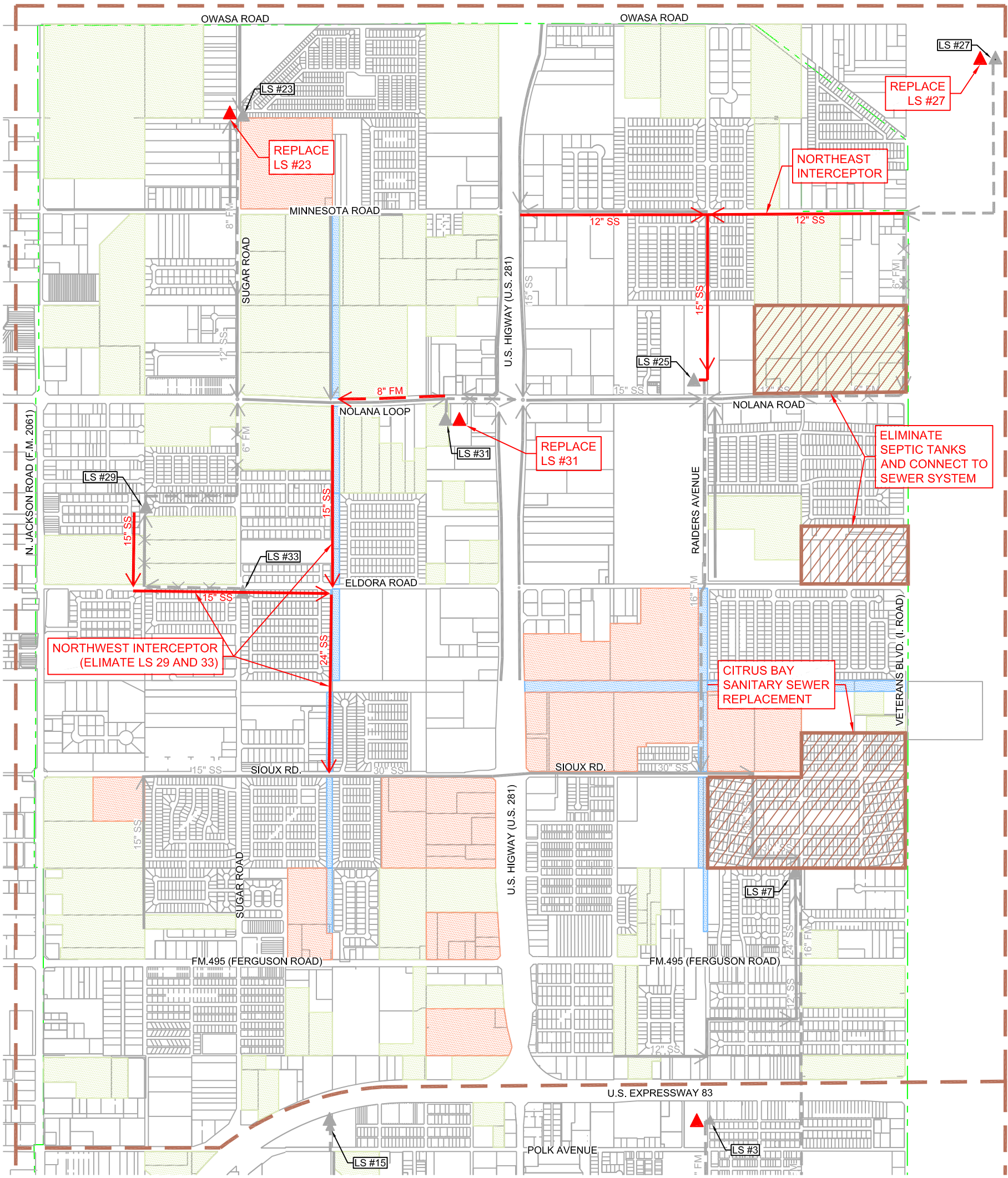
Annual Labor Savings	\$56,000.00
Annual Equipment/Materials	\$12,000.00
<u>Annual Energy</u>	<u>\$15,000.00</u>
Total	\$83,000.00

Attachment A

Exhibit 5.6 – North Region Improvements

Exhibit 5.7 – Central Region Improvements





LEGEND

- SANITARY SEWER IMPROVEMENTS
- SANITARY SEWER TRUNK
- FORCE MAIN
- LIFT STATION
- CITY LIMITS
- REGION LIMITS
- LAND (UNDEVELOPED)
- LAND (DEVELOPED)
- HIDALGO COUNTY DRAINAGE DISTRICT
- LS REPLACEMENT
- FM TO BE ABANDONED
- SAN SWR TO BE ABANDONED

City of Pharr
2018 Master Plan
North Lift Stations

Lift Station #	Name
7	Bagwell
23	Texas Trails
25	High School
29	Presidents
31	Rudy's
33	Crystal Estates



KEY MAP

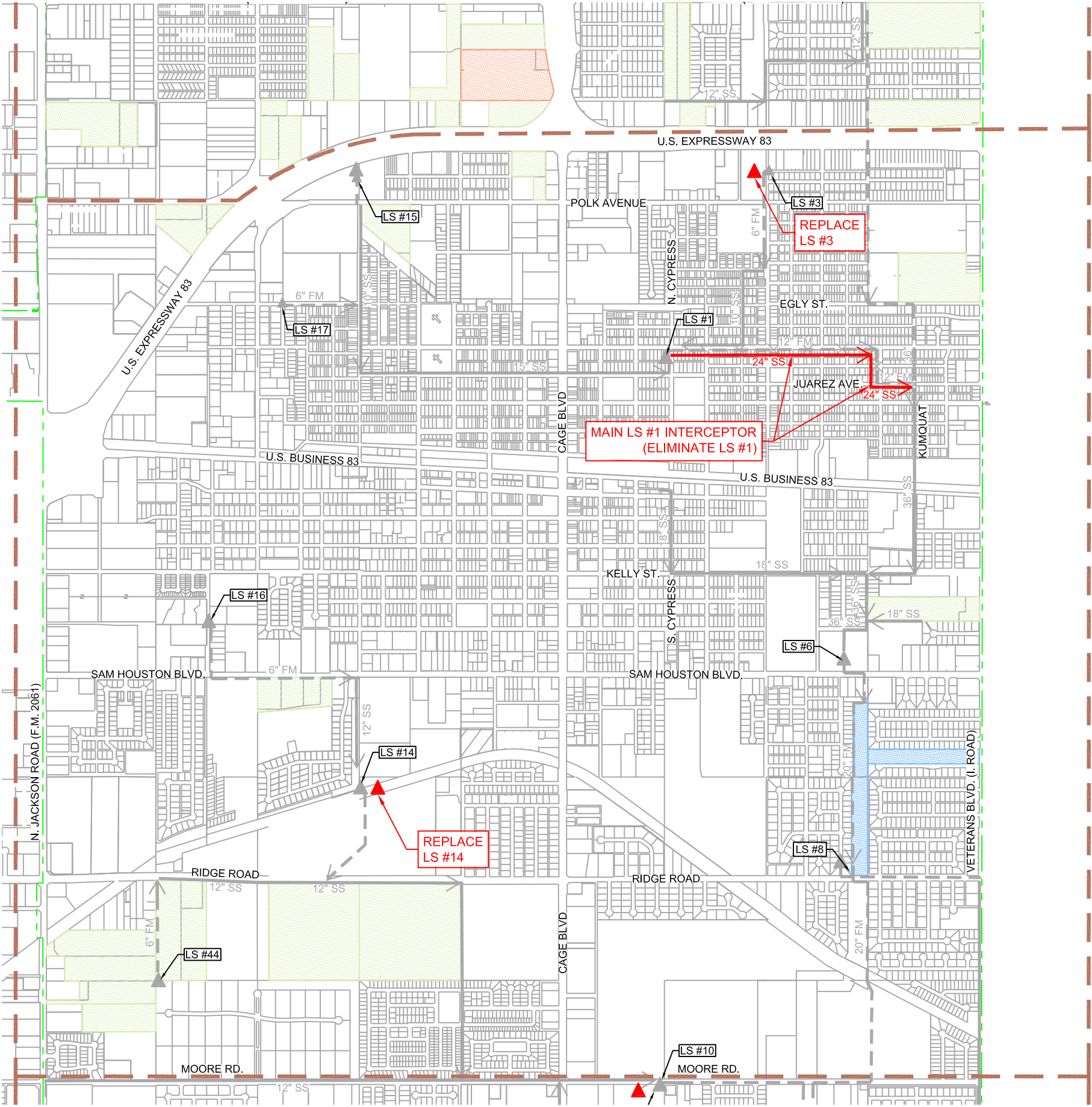
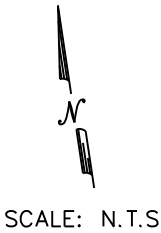


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CITY OF PHARR
EXHIBIT 5.6
NORTH REGION
IMPROVEMENTS



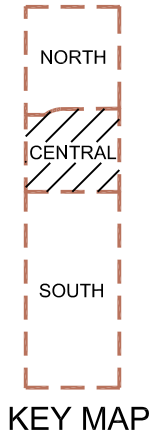


LEGEND

- SANITARY SEWER IMPROVEMENTS
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- CITY LIMITS
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- LAND (UNDEVELOPED)
- LAND (DEVELOPED)
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2018 Master Plan
Central Lift Stations

Lift Station #	Name
1	Main
3	DeLeon
6	PUB
8	Ridge
14	Canal
15	RGV
16	Civic
17	Beto Espinoza
44	Encanto Ridge



KEY MAP



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CITY OF PHARR
EXHIBIT 5.7
CENTRAL REGION
IMPROVEMENTS

