



**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, DECEMBER 4, 2017**

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

1. CALL TO ORDER:

- A) Roll call and possible action on the excusing of any absent member of the governing body.
- B) Pledge of Allegiance/Invocation

2. PUBLIC COMMENTS/PUBLIC HEARINGS:

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

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

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

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

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

A) Consideration and action, if any, authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Surveying Services for Projects during the 2018-2020 year period. (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Engineering Services for Projects during the 2018-2020 year period. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Geotechnical Engineering Services for Projects during the 2018-2020 year period. (ENGINEERING)

D) Consideration and action, if any, on implementing Procedures for Post-Issuance Compliance for the purpose of maintaining compliance with federal tax requirements that apply to Bond Financing. (FINANCE)

E) Consideration and action if any, authorizing the Pharr Police Department and the State of Texas to implement the FY2018 (Grant #2018-PharrPD-IDM-00013) STEP-Impaired Driving Mobilization Grant.

F) Consideration and action, if any, on Development Services Cases:

1. Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard.

2. Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., 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 Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard.

REGULAR AGENDA - OPEN SESSION:

5. ORDINANCES AND RESOLUTIONS:

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

B) Consideration and action if any, on Ordinance amending Ordinance No. O-2017-50 (Rental of City Facilities). ***First Reading*** (PARKS)

6. ADMINISTRATIVE:

A) Consideration and action, if any, on request for Residential Incentive Program for the property legally described as a 12.997 acre tract of land out of Lots 5 and 6, Block 8 A.J. McColl Subdivision, Pharr, Hidalgo County, Texas. (DEVELOPMENT SERVICES)

7. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to amend contract with S&GE, LLC for Professional Engineering Services for the Water Transmission Mains Project. (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Alvarado Architects & Associates, Inc. for Professional Architectural Services for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project and approval to advertise on this project. (ENGINEERING)

C) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the Master Planning for the Fire Station No. 1 Project. (ENGINEERING)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Everbridge, Inc. for the renewal of Everbridge Mass Notification system. (INNOVATION & TECHNOLOGY)

E) Consideration and action, if any, on 380 Economic Development Incentive Agreement between the City of Pharr and the Pharr Economic Development Corporation II and Campero Holdings, Co., LLS and Campero Legacy Properties, L.L.C. (ADMINISTRATION)

8. LEGAL:

A) Consultation with legal and possible action on contract with Enviro-Lite Solutions, LLC. (LEGAL)

B) Consultation with attorney on settlement of the following cases: Isis Gil vs. City of Pharr, Dahlia Ybarra vs. City of Pharr, Felix De La Garza, Anthony Alvarado, Veronica Limon vs. City of Pharr, Gabriela Rodriguez and Areli Vasquez, Laura Lee Ramirez v. Daniel Linon and City of Pharr, and T-Mobile and ATC vs. City of Pharr. (LEGAL)

C) Consultation with Legal and possible action on Settlement Agreement with T-Mobile & American Tower v. City of Pharr. (LEGAL)

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

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.

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

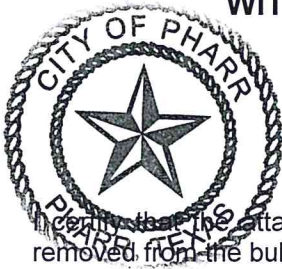
11. ADJOURNMENT:

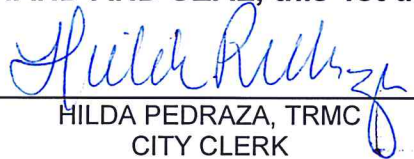
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 1st day of December, 2017 at 3:45 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 1st day of December, 2017.




HILDA PEDRAZA, TRMC
CITY CLERK

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

Title: _____



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.A.

DATE SUBMITTED: November 29, 2017

MEETING DATE: December 4, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PUBLIC COMMENTS

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza

Created/Initiated - 11/29/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 2.B.

DATE SUBMITTED: November 29, 2017

MEETING DATE: December 4, 2017

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 - 11/29/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED: December 1, 2017

MEETING DATE: December 4, 2017

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: N/A

Issue: City Engineer's Report

Financial Consideration: N/A

Staff Recommendation:

Alternatives:

ROUTING:

Omar Anzaldua
City Management Office

Created/Initiated - 12/01/2017
Final Approval - 12/01/2017

Design Phase

- ☐ **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)**
- ☐ **365 Tollway Utility Adjustments**
- ☐ **Various Park Designs-2016**
- ☐ **Renovations of Jose "Pepe" Salinas Civic Center**

Construction Phase

- ☐ **South Pharr Development and Research Center (Part A)**
- ☐ **South Pharr Exhibit Hall**
- ☐ **Jones Box Park Parking Lot Improvements**
- ☐ **Owassa Road Improvements**
- ☐ **Single Machine Repaving Project Year 2**
- ☐ **Eldora Elevated Storage Tank Improvements**
- ☐ **Waterline Transmission Improvements**
- ☐ **Lift Station 25 & 16-in Forcemain Improvements**
- ☐ **Wastewater Treatment Plant Clarifier No. 2 Rehabilitation**
- ☐ **Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.**
- ☐ **Jackson Road And Cage Boulevard Raised Medians Construction Project**
- ☐ **South Pharr Water Tower Rehabilitation**
- ☐ **Jones Box Park Landscape and Irrigation Improvements**
- ☐ **Single Machine Repaving Project Year 2 Phase B**

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:	Currently Working on the Environmental an Final Alignment Seletion
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:	Currently Working on the Environmental an Final Alignment Seletion
Project Name:	365 Tollway Utility Adjustments
Design Engineer:	S&B Infrastructure, Ltd.
Description:	Various utility relocations along • Jackson Rd (24" Waterline), • US 281/Cage Blvd (18" Waterline), • I-Road (24" Steel Casing for future waterline) • Thomas Rd/I Road (12" Waterline)
Status:	Plans are 100% Complete (HCRMA out for Bids)

Project Name:	Various Park Design-2016
Design Engineer:	Halff & Associates
Description:	Various Park Improvements at the following Parks: • Allen & William Arnold Elementary City/School Park • Dr. William Long Elementary City/School • Ford Elementary City/School Park • Nature Park • Splash Pad at Allen & William Arnold
Status:	• Allen & William Arnold Park - 100% Design Complete • Allen & William Arnold Park Splash Pad –100% Design Complete • Nature Park –100% Design Complete • Dr. William Long – 100% Design Complete
Project Name:	Renovations of Jose "Pepe" Salinas Civic Center
Design Architect:	Diseño
Description:	Renovations of an approximately 16,000 s.f. facility
Status:	1. Three (3) Schematics have been completed. 2. Developed three (3) 3D architectural design models of the facility

Project Name	South Pharr Development and Research Center Part A		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$2,433,000	Contract Time (days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	97.50%
Description: Construction of South Pharr Development and Research Center consisting of approximately 15,398 s.f. masonry building.			
Status: Construction is approximately 85.86% complete.			
Pictures:			
			

Project Name	South Pharr Exhibit Hall		
Architect	The Warren Group, Inc		
Contractor	Holchemont		
Contract Amount	\$1,209,000	Contract Time (Days)	240
Notice to Proceed	4/9/2017	Contract Time Used:	97.50%
Description: South Pharr Exhibit Hall will consist of a new one story masonry building approximately 9,000 s.f. in size			
Status: Construction is approximately 84.92% complete.			
Pictures:			
			
			

Project Name:	Jones Box Park Parking Lot Improvements		
Engineer	Melden & Hunt		
Contractor	Mor-Wil, LLC		
Contract Amount	\$579,410	Contract Time (Days)	120
Notice to Proceed	1/19/2017	Contract Time Used:	261.67%
Description: Construction of a new parking lot, walking trail resurfacing, basketball courts and soccer fields.			
Status: Construction is complete.			
Pictures:			
			

Project Name:	Owassa Road Reconstruction and Widening		
Engineer:	Tedsj		
Contractor	IOC, Company		
Contract Amount	\$5,206,108	Contract Time (Days)	438
Notice to Proceed	3/23/2017	Contract Time Used:	57.31%

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

Status: Construction is ongoing.

Pictures:



Project Name:	Eldora Elevated Storage Tank Improvements		
Engineer	SG&E, LLC		
Contractor	Landmark		
Contract Amount	\$2,735,000	Contract Time (Days)	365
Notice to Proceed	4/21/2017	Contract Time Used:	60.82%
Description: Build a new 1 Million Gallon Composite Elevated Storage Tank			
Status: Construction is ongoing. Project is 63.64% complete.			
Pictures:			
			
			

Project Name:	Waterline Transmission Improvements		
Engineer	S&GE, LLC		
Contractor	Jimmy Closner & Sons		
Contract Amount	\$6,591,196	Contract Time (Days)	540
Notice to Proceed	3/15/2016	Contract Time Used:	115.56%
Description: Construction of a 20-in and 16-in water transmission main from the Water Treatment Plant (WTP) Booster Pump Station to the Expressway and JBJ Elevated Storage Tank.			
Status: Construction is complete. Planning to add an additional 24" and 12" Waterline in South Pharr			
Pictures: (None)			

Project Name:	Lift Station 25 & 16-in Forcemain Improvements		
Engineer	S&GE, LLC		
Contractor	Saenz Brothers Construction, LLC		
Contract Amount	\$2,715,364	Contract Time (Days)	360
Notice to Proceed	8/2/2016	Contract Time Used:	134.44%
Description: New Liftstation and 16-in Forcemain Improvements			
Status: Construction is about 80% complete			
Pictures:			
			

Project Name:	Wastewater Treatment Plant Clarifier No. 2 Rehabilitation		
Engineer	SG&E		
Contractor	JMJ Constructors Inc.		
Contract Amount	\$532,725	Contract Time (Days)	270
Notice to Proceed	1/3/2017	Contract Time Used:	122.22%
Description: Install a new Clarifier at the Wastewater Treatment Plant Clarifier No. 2			
Status: Construction is complete.			
Pictures:			
			

Project Name:	Proposed Traffic Signal Improvements on Veterans Rd. at Kelly Ave. & Eldora Rd.		
Engineer	Aldaña Engineering & Traffic Design, LLC		
Contractor	D&G Energy Corporation		
Contract Amount	\$232,765	Contract Time (Days)	120
Notice to Proceed	7/31/2017	Contract Time Used:	100.83%

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

Status: Construction is ongoing.

Pictures:



Project Name:	Jackson Rd and Cage Blvd Raised Medians		
Engineer	R. Gutierrez Engineering Corp.		
Contractor	IOC		
Contract Amount	\$297,849	Contract Time (Days)	60
Notice to Proceed	7/24/2017	Contract Time Used:	213.33%
Description: Construction of raised concrete medians, and pavement striping along Jackson Rd and Cage Blvd.			
Status: Project is complete.			
Pictures: (None)			

Project Name:	South Pharr Water Tower Rehabilitation		
Engineer	Dunham Engineering, Inc.		
Contractor	Blastco		
Contract Amount	\$127,600	Contract Time (Days)	90
Notice to Proceed	8/14/2017	Contract Time Used:	118.89%
Description: Rehabilitation and repainting of a 750,000 gallon composite			
Status: Construction is 68.42% complete.			

Pictures:



Project Name:	Jones Box Park Landscape and Irrigation Improvements		
Engineer	Heffner Design Team, PLLC		
Contractor	Southern Landscapes		
Contract Amount	\$79,050	Contract Time (Days)	90
Notice to Proceed	9/18/2017	Contract Time Used:	80.00%
Description: Various landscape and irrigation improvements at Jones Box Park			
Status: Construction is complete.			
Pictures:			
			

Project Name:	Single Maching Repaving Project Year 2 Phase B		
Engineer	City of Pharr-Engineering Department		
Contractor	Cutler		
Contract Amount	\$810,073	Contract Time (Days)	90
Notice to Proceed	8/28/2017	Contract Time Used:	103.33%
Description: Repaving of residential streets, in North, Central and South Pharr			
Status: Construction is ongoing.			
Pictures:			
			



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 3.B.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

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 - 11/30/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Surveying Services for Projects during the 2018-2020 year period.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current Professional Surveying Services Rotation list will be expiring at the end of 2017. Requesting to solicit RFQ's for Professional Surveying Services for projects during the 2018-2020 year period

Financial Consideration:

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualifications for Professional Surveying Services for Projects during the 2018-2020 Year Period.

Alternatives:

ROUTING:

Omar Anzaldua

Created/Initiated - 11/30/2017

Karla Moya

Approved - 11/30/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

Final Approval - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Engineering Services for Projects during the 2018-2020 year period.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current Professional Engineering Services Rotation list will be expiring at the end of 2017. Requesting to solicit RFQ's for Professional Engineering Services for projects during the 2018-2020 year period

Financial Consideration:

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualifications for Professional Engineering Services for Projects during the 2018-2020 Year Period.

Alternatives:

ROUTING:

Omar Anzaldua

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 11/30/2017

Approved - 11/30/2017

Approved - 12/01/2017

Final Approval - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.C.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise a solicitation for Request for Qualifications (RFQ's) for Professional Geotechnical Engineering Services for Projects during the 2018-2020 year period.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: The current Professional Geotechnical Engineering Services Rotation list will be expiring at the end of 2017. Requesting to solicit RFQ's for Professional Geotechnical Engineering Services for projects during the 2018-2020 year period

Financial Consideration:

Staff Recommendation: Staff Recommends approval of authorization to advertise a solicitation for Request for Qualifications for Professional Geotechnical Engineering Services for Projects during the 2018-2020 Year Period.

Alternatives:

ROUTING:

Omar Anzaldua

Karla Moya

Patricia Rigney

City Management Office

Created/Initiated - 11/30/2017

Approved - 11/30/2017

Approved - 12/01/2017

Final Approval - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.D.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

Agenda Item: Consideration and action, if any, on implementing Procedures for Post-Issuance Compliance for the purpose of maintaining compliance with federal tax requirements that apply to Bond Financing.

Classification: Consent

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

Exclude Material from Public Packet? No

Reason:

Issue: Best Practices recommend for cities to implement policies and procedures to make sure compliance requirements when issuing bonds are met after proceeds are received.

Financial Consideration:

Staff Recommendation: To approve.

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 11/30/2017

Karla Moya

Approved - 11/30/2017

Karla Moya

Approved - 11/30/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

Final Approval - 12/01/2017



CITY OF PHARR, TEXAS

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

Implemented as of this 4th day of December, 2017.

I. GENERAL

These Procedures for Post-Issuance Compliance (the “Procedures”) are for the purpose of maintaining and evidencing compliance with the federal tax requirements that apply to the bond financings of the City of Pharr, Texas (the “City”). In furtherance of such purposes the City has implemented these Procedures with respect to the following:

- General record-keeping and record retention
- Timely return filings
- Proper and timely use of bond proceeds and proper use of bond-financed property
- Arbitrage – yield restriction and rebate
- Reissuance requirements
- Corrective action

These Procedures apply to any obligations to which sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the “Code”) are applicable, whether or not such obligations are in fact tax-exempt. For example, these Procedures will be followed with respect to any issue of tax credit bonds to which such sections of the Code apply. It is the intention of the City to modify or amend these Procedures in the future in order to comply with any requirements set forth in subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the City and its obligations.

II. RESPONSIBLE PARTIES

The City acknowledges that, as the issuer of debt obligations subject to the Code, it is responsible for post-issuance compliance with respect to such debt obligations. Finance Director of the City has general oversight of the post-issuance compliance of bond financings. In addition, the following parties are responsible for the duties listed next to their title:

Finance Director

- Oversees of all financial functions of the City

Senior Accountant

- Responsible for all accounting functions of the City

Finance Director/City Manager

- Responsible for banking, cash management, investment, and certain debt administration activities of the City

Senior Accountant

- Responsible for the cataloguing and storage of various financial records of the City

Parties responsible for the financing aspects and the operations aspects of bond-financed facilities will coordinate efforts to ensure that any actions taken with respect to a bond-financed facility will be in compliance with the requirements of the Code. The City will provide training and/or make available educational materials regarding compliance requirements (e.g., private use requirements) to the parties responsible for the oversight of bond-financed facilities.

III. GENERAL RECORDKEEPING & RECORD RETENTION

General record retention duties are the responsibility of City Secretary.

Finance Director will maintain a copy of the following documents on file at all times:

- Audited Financial Statements
- Reports of any examinations by the Internal Revenue Service of the City's financings

With respect to each issue of obligations, Finance Director will retain the following for the life of the obligations (including the life of any obligations issued to refund the original debt) plus three years:

- Bond transcript, including authorizing documents, offering document, the federal tax certificate and certificates regarding issue price
- Minutes and resolution(s) authorizing the issue

- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Records relating to the payment of debt service (including credit enhancement)
- Documentation relating to investments and arbitrage compliance, as described in the “Recordkeeping” section of “Arbitrage – Yield Restriction and Rebate” below
- Documentary evidence of when and for what purpose the bond proceeds were expended, as described in the “Recordkeeping” section of “Expenditures of Bond Proceeds” below
- Any grant requests or fundraising materials and documentation of grants or fundraising receipts relating to projects that also may be financed, in whole or in part, with bond proceeds
- Any agreement of a type described in the “Special Legal Entitlements that Can Create Private Business Use” section of “Private Business Use” that relates to a bond-financed facility
- Bond paying agent/trustee statements
- Rebate compliance reports
- Related IRS filings (e.g., Form 8038-T Rebate)
- IRS correspondence regarding such issue
- Other documentation (including written advice of bond counsel) material to the particular requirements that are applicable to the tax status of the financing

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

IV. RETURN FILINGS

Finance Director will be responsible for the timely filing of the Form 8038-G information report (or such other series 8038 form as may be applicable to a specific issue of bonds) with the Service, which filing may be completed by bond counsel after the issuance of the obligations. The City must file a separate Form 8038-G for each issue of bonds not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued.

V. EXPENDITURE OF BOND PROCEEDS

General

Finance Director is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized in order to qualify for rebate exceptions set forth in the Code and Regulations and whether investments of unexpended bond proceeds continue to qualify for temporary period exceptions to yield-restriction requirements. Bond counsel may be consulted regarding allocation of expenditures between each bond issue to ensure timely expenditure of bond proceeds.

Additionally, Finance Director will monitor compliance with the requirement of the Regulations that proceeds of a bond issue are to be allocated to expenditures by 18 months after the later of the date the expenditure was made or the date the project is placed in service (and in no event later than 60 days after the earlier of (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to the reimbursement of any expenditure paid prior to the date of issue of the bonds, Finance Director will monitor compliance with the requirement of the Regulations that such reimbursement allocation to bond proceeds is made not later than 18 months after the later of (i) the date the original expenditure is made or (ii) the date the project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid. Furthermore, Finance Director will monitor compliance with the requirement of the Regulations that such reimbursement allocation is for the reimbursement of expenditures paid on or after 60 days prior to the date of a reimbursement resolution (including for this purpose a bond order).

Recordkeeping

With respect to each issue of obligations, the City will retain the following for the life of the obligations plus three years:

- Documentation of allocation of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules, if any, for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

VI. PRIVATE BUSINESS USE

General

To confirm that the bonds serve governmental purposes rather than providing proscribed benefits to nongovernmental persons engaged in “private business” activity, it must be determined whether the City expects that there will be any private business use of the proceeds of the bonds. Private business use exists if more than five percent (and, in certain circumstances, ten percent) of the proceeds of the issue or the property to be financed by the bond proceeds are used directly or indirectly by any nongovernmental person in that person’s trade or business. In addition, no more than five percent (and, in certain circumstances, ten percent) of the proceeds of an issue may be secured directly or indirectly by property or payments derived from private business use under the “private security or payment test.” Private business use may occur due to arrangements (typically contractual) that give nongovernmental persons special legal entitlements with respect to the use of bond-financed property (including a sale or other transfer of bond-financed property to a nongovernmental person). Finally, no more than five percent of the proceeds of an issue of bonds may be used to make loans or arrangements that allow a nongovernmental person to defer payments that it is obligated to make with respect to the financed property or the bonds.

The City’s finance team will coordinate with the parties responsible for the use and operation of a bond-financed facility by communicating the private business use restrictions to such parties and requiring that all activity that may give rise to such use be communicated to Finance Director in advance of such use. Finance Director is responsible for tracking trade or business activity by third parties as it relates to each issue of obligations and will monitor such activity no less frequently than yearly and, in any event, upon being notified of any new activity that will give rise to a significant amount of trade or business activity by a third party.

Special Legal Entitlements that Can Create Private Business Use

A special legal entitlement that can create private business use can arise from arrangements that convey ownership rights, leasehold rights or management rights (e.g., priority rights to use the facility) or other similar rights. Recognizing that a special legal entitlement may give rise to private business use, each time the City intends to enter into one of the following, the City will determine if such agreement relates to any bond-financed facility:

- Management and other service contracts
- Research agreements
- Naming rights contracts
- Ownership
- Leases
- Subleases
- Leasehold improvement contracts
- Joint venture arrangements
- Limited liability corporation arrangements
- Partnership agreements

- Non-contractual use of bond-financed office space and/or parking facilities by any nongovernmental person
- Any other contract conferring a special legal entitlement or special economic benefit that is comparable to ownership

If such an agreement will be with respect to a bond-financed facility, the City will take measures designed to preserve the intended federal income tax status of that issue of bonds. Such measures may include ensuring that such agreement falls into an applicable exception under the private business use rules, making a determination that private use will not exceed the applicable limit or such other action as may be recommended by bond counsel, including taking remedial actions with respect to the issue of bonds whose federal tax status is implicated.

VII. PAYMENTS ON THE BONDS

The trustee/paying agent for the bonds shall determine the amount of principal and interest payable on each payment date for the bonds. Periodically, and no less frequently than annually, Finance Director will review the amount of the interest payments to verify that proper payments of interest have been made.

VIII. ARBITRAGE – YIELD RESTRICTION & REBATE

General

Finance Director with guidance of Financial Advisor is responsible for monitoring the City's compliance with the yield restriction requirements of section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- Tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than yearly
- Ensuring that any forms required to be filed with the IRS relating to arbitrage and any payments required pursuant thereto are filed in a timely manner
- Ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the City will hire a rebate analyst to monitor compliance with rebate and yield restriction rules on a yearly basis.

Compliance with the investment rules will require that the City be able to account for, in terms of dates and amounts, all uses (including disbursements and investment activity) of particular categories of bond-related money. Finance Director will account for all of the following disbursements: monies in the project fund, debt service fund and any other fund into which proceed of the obligations have been deposited, including any reserve fund. In doing so, Finance Director will use any reasonable consistently applied accounting method to account for gross proceeds, investments and expenditures of an issue.

Recordkeeping

With respect to each issue of obligations, the City will retain the following for the life of the obligations plus three years:

- Documentation of allocations of investments and calculations of investment earnings
- Documentation for investments of the bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps and caps)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

IX. REISSUANCE

Prior to making any changes to the terms of an obligation, including its underlying security, the City will consult with bond counsel to determine whether such change will result in the reissuance of such obligation for federal tax law purposes. If it is determined that a change will result in a reissuance, the City will take such action, including the recalculation of yield, the filing of a new form 8038-G and the payment of rebate obligations, as is necessary to maintain the tax status of the bonds.

X. CORRECTIVE ACTION

Reports regarding the aforementioned compliance policies with respect to any issue of bonds will be made by the party given responsibility for such area to Finance Director no less frequently than annually.¹ At such time, Finance Director will determine whether any corrective action is required with respect to the applicable issue.

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the City is not in compliance with the arbitrage requirements imposed by the Code or the City has taken a deliberate action that results in impermissible private business use (e.g., sale of bond-financed property).

¹Consider whether issuer would like to specify a certain date, month, etc.

If the City determines or is advised that corrective action is necessary with respect to any issue of its obligations, the City will, as may be applicable, in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31 (or any successor notice thereto)
- take remedial action described under section 1.141-12 of the Regulations
- take such other action as recommended by bond counsel

XI. ADDITIONAL PROVISIONS APPLICABLE TO TAX CREDIT BONDS

Calculation of Available Project Proceeds

At closing on an issue of tax credit bonds, Finance Director with guidance of City's Financial Advisor is responsible for approving the amount of "available project proceeds," which, if the tax credit bonds are issued under section 54A of the Code, is the excess of the sale proceeds of the bonds, over the costs of issuance financed by the bonds (to the extent such costs of issuance do not exceed two (2) percent of the sale proceeds of the bonds) and the proceeds of the investment of such excess (the "Available Project Proceeds"). Finance Director will work with the City's financial advisor to provide information that the City's financial advisor deems pertinent to the calculation, including but not limited to a draw down schedule showing the expected expenditures of bond proceeds.

Timely Expenditure and Allocation to Qualified Purposes

Finance Director is responsible for oversight of the expenditure of bond proceeds, including monitoring of whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. Finance Director will monitor that 100% of the Available Project Proceeds of a tax credit bond issue are spent for a "qualified purpose" of such issue within the three-year period beginning on the issue date. Unless an extension is requested and granted prior to the expiration of such three-year period, Finance Director shall take action such that, to the extent that less than 100% of the available project proceeds of a tax credit bond issue are spent, all of the nonqualified bonds are redeemed within 90 days after the end of such period.

Costs of Issuance Limitation

Finance Director will monitor that the costs of issuance financed by any issue of tax credit bonds do not exceed two (2) percent of the sale proceeds of the bonds by determining at closing the applicable limit and informing the party responsible for payment of the costs of issuance that any amounts in excess of such limitation should be paid out of amounts that are not proceeds of such tax credit bonds. After payment of all costs of issuance, the Finance Director will be responsible for determining whether such directions have been followed and, if not, take such actions to reallocate the source of payment.

Special Rule Relating to Arbitrage

Finance Director with guidance of Financial Advisor is responsible for monitoring that any amounts set aside by the City that are reasonably expected to be used to repay an issue of tax credit bonds, whether formally required under the documents or as a matter of practice by the City, are (i) funded at a rate not more rapid than equal annual installments, (ii) funded in a manner reasonably expected to result in an amount not greater than an amount necessary to repay the issue, and (iii) yield restricted to the permitted sinking fund yield applicable on the sale date of the issue of tax credit bonds.

Applicable to “Direct Pay” Bonds Only

A “direct pay bond” is a qualified tax credit bond with respect to which the City has made an irrevocable election, under section 6431 of the Code, to receive federal direct payments of allowances of refundable tax credits to subsidize a prescribed portion of the City’s borrowing costs instead of the federal tax credits that otherwise would be allowed to holders of the qualified tax credit bonds under section 54A of the Code.

1. Pricing Parameters

In connection with the requirement that none of the maturities of the tax credit bonds are issued with more than a de minimus amount of premium, determined under rules similar to the rules of section 1273(a)(3) of the Code, Finance Director will consult with the City’s financial advisor and the City’s bond counsel to confirm the permissible level of premium for each maturity of the tax credit bonds, and will review the final pricing of each issue of tax credit bonds to ensure that such levels have not been exceeded. Generally, under section 1273(a)(3) of the Code, a de minimus amount of premium is equal to .25% of the stated redemption price at maturity multiplied by the number of complete years to maturity. However, the rules regarding computation may differ based on the structure of the tax credit bonds (e.g., the inclusion of optional redemption provisions).

2. Post-Sale Trading Activity Records

In connection with each issue of tax credit bonds, Finance Director with the guidance of City’s Financial Advisor will request from the purchaser/underwriter of such issue of bonds, the trading activity of such issue after the sale date of the bonds, but before the bonds are delivered on the date of issue. Finance Director will keep records, including any requested explanation from the underwriter, regarding such trading activity for the tax credit bonds.

3. 8038-CP

Finance Director with guidance of Bond Counsel will be responsible for tracking the timely filing of the Form 8038-CP, which filing may be completed by an outside consultant engaged by the City. For tax credit bonds issued at a fixed rate, the Form 8038-CP must be filed no later than 45 days before and no earlier than 90 days before the relevant interest date. For tax credit bonds issued at a variable rate, the Form 8038-CP must be filed no later than 45 days after the last interest payment date within the quarterly period for which the Direct Pay Credit is requested.

Finance Director with guidance of Bond Counsel will monitor that the proper amount of refundable credit is reported on the Form 8038-CP by confirming with the City's financial advisor or other consultant engaged by the City for such purpose, (i) for tax credit bonds issued at a fixed rate, the amount of interest payable that is expected to be payable on the relevant interest payment date, and (ii) for tax credit bonds issued at a variable rate, the amount of interest that was payable on the relevant interest payment date.

Finance Director is responsible for the City's final review of the information included on the 8038-CP, including the verification that entity to whom payment is to be made is correct.

Recordkeeping

With respect to each issue of obligations, the City will retain documentation relating to compliance with the requirements of this Section XI for the life of the obligations, plus three years.

Other

Finance Director will be responsible for consulting with the City's bond counsel to determine additional compliance requirements relating to each specific type of tax credit bond issued by the City.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.E.

DATE SUBMITTED: November 28, 2017

MEETING DATE: December 4, 2017

FROM: Jose Luengo, Police Chief

DEPARTMENT: Police

DIRECTOR: Jose Luengo

Agenda Item: Consideration and action if any, authorizing the Pharr Police Department and the State of Texas to implement the FY2018 (Grant #2018-PharrPD-IDM-00013) STEP-Impaired Driving Mobilization Grant.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: There will be four waves of DWI enforcement:

1. Christmas/NewYear's Day Wave
2. Spring Break Wave
3. Independence Day Wave
4. Labor Day Wave

The grant will allow enforcement through coordinated saturation patrol in overtime selective traffic enforcement program (STEP) placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Financial Consideration: There is 22.26% (\$4,582.30) match which comes with enforcement mileage and officer fringe benefits, however, grant will award the department \$16,000.

Staff Recommendation: Recommend approval of item.

Alternatives: N/A

ROUTING:

Jose Luengo

Created/Initiated - 11/28/2017

Karla Moya
Patricia Rigney
City Management Office

Approved - 11/28/2017
Approved - 11/29/2017
Final Approval - 12/01/2017

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Pharr Police Department

Legal Name: City of Pharr

Payee Identification Number: 17460018751005

Project Title: STEP - Impaired Driving Mobilization

ID: 2018-PharrPD-IDM-00013

Period: 10/01/2017 to 09/30/2018

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Pharr

Project Title: STEP - Impaired Driving Mobilization

Authorizing Authority

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

Law Enforcement Objective/Performance Measure

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's Operation	13
b. Number of DWI arrests to be made during the Spring Break Operation	14
c. Number of DWI arrests to be made during the Independence Day Operation	15
d. Number of DWI arrests to be made during the Labor Day Operation	15
1. Number and type citations/arrests to be issued under STEP	
a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	2
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	2
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	2
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	2
3. Total Number of Enforcement Hours for Entire Grant Period	425
Step Indicator	2.53

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 4
 - b. Number of Requests for Reimbursement to be submitted 4
2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 4
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 8
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 4
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 800

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$16,000.00	\$0	\$16,000.00
(200)	Fringe Benefits	\$0	\$3,140.80	\$3,140.80
	Category I Sub-Total	\$16,000.00	\$3,140.80	\$19,140.80
Category II - Other Direct Costs				
(300)	Travel	\$0	\$1,441.50	\$1,441.50
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$1,441.50	\$1,441.50
Total Direct Costs		\$16,000.00	\$4,582.30	\$20,582.30
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$16,000.00	\$3,140.80	\$19,140.80
	Total Direct Costs	\$0	\$1,441.50	\$1,441.50
	Total Indirect Costs	\$0	\$0	\$0
Grand Total		\$16,000.00	\$4,582.30	\$20,582.30
	Fund Sources	77.74%	22.26%	

STEP Enforcement Mileage

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	160	\$35,000.00	4	\$3,985.00	\$15,000.00	28100	\$0.99
Vehicle 2	166	\$35,000.00	4	\$3,800.00	\$16,245.00	29050	\$0.99
Vehicle 3	167	\$35,000.00	4	\$3,885.00	\$15,300.00	28560	\$0.90

City of Pharr Police Department
STEP - IDM - 2018

Vehicle #	Year	Cost	Qty	Unit Cost	Total Cost	Miles	Per Mile
Vehicle 4	119	\$35,000.00	4	\$3,650.00	\$16,670.00	29600	\$0.98
Vehicle 5	17	\$35,000.00	4	\$3,770.00	\$17,100.00	30000	\$0.99

Average Operational Cost of the Vehicle Per Mile \$0.93

Number of Miles Proposed

1550 **TOTAL** \$1,441.50

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$1,441.50	100.00%
Total	\$1,441.50	

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign December 12, 2017 - December 14, 2017

Enforcement Period December 15, 2017 - December 31, 2017

Post-Media
Campaign

January 4, 2018 - January 6, 2018

Spring Break Wave

Pre-Media Campaign February 26, 2018 - February 28, 2018

Enforcement Period March 1, 2018 - March 19, 2018

Post-Media
Campaign

March 23, 2018 - March 25, 2018

Independence Day Wave

Pre-Media Campaign June 25, 2018 - June 27, 2018

Enforcement Period June 28, 2018 - July 15, 2018

Post-Media

City of Pharr Police Department
STEP - IDM - 2018

Campaign July 19, 2018 - July 21, 2018

Labor Day Crackdown

Pre-Media Campaign August 14, 2018 - August 16, 2018

Enforcement Period August 17, 2018 - September 3, 2018

Post-Media Campaign September 7, 2018 - September 9, 2018

Description of Activities

Pre-Media Efforts Before Enforcement Periods: Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods: Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods: Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, 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 - 11/30/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.1.

DATE SUBMITTED: November 28, 2017

MEETING DATE: December 4, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2200 South Cage Boulevard.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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# 151169

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal for the 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:

Rita Galvan
Roland Gomez
Melanie Cano
City Management Office

Created/Initiated - 11/28/2017
Approved - 11/29/2017
Approved - 11/29/2017
Final Approval - 12/01/2017



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

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

Executive Summary Letter

Monday, December 04, 2017

Conditional Use Permit for ABC –

Colonia Cinco Estrellas, L.L.C.

Background:

Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Colonia Cinco Estrellas, L.L.C.

The property is located at 2200 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

P:\Admin\CUPs\ABC-M GARZA dba COLONIA CINCO ESTRELLAS LLC_2015

MEMORANDUM

DATE: MONDAY, DECEMBER 04, 2017
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#151169 (COLONIA CINCO ESTRELLAS, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Colonia Cinco Estrellas, L.L.C., 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 Lots 27 through 30, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2200 South Cage Boulevard.

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

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
	FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo))

POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the renewal for the 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.

Company Name or Business Entity: COCONA CINO ESTAL Type of Business: RETAIL (TAC)
Applicant: MARIA MAYELA CANZO Phone No.: 956 929-0115
(First) (Middle) (Last)
Mailing Address: 2200 S. CAGE PETRAH TX 78577
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE?
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS	☐	PASSED	☒	FAILED	☐	RE-INSPECTION DATE:	
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BUILDING STATUS/STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	/			
2. EXTERIOR WALLS	/			
3. INTERIOR WALLS	/			
4. CEILING	/			
5. ROOF	/			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	/			
7. GARBAGE CONTAINER	/			
8. IS ADDRESS POSTED AND CORRECT?	/			
9. IS LANDSCAPING IN COMPLIANCE?	/			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	/			
3. NUMBER OF EXITS	/			
4. MEANS OF EGRESS LIGHTING	/			
5. EXIT SIGNS	/			
6. DOOR HARDWARE	/			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	/			
2. PATH OF EGRESS	/			
3. RAMPS (HANDRAIL / GUARDS)	/			
4. DOORS	/			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	/			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	/			
2. SERVICE EQUIPMENT	/			
3. WIRING SYSTEM	/			
4. LIGHT FIXTURE	/			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	/			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	/			
2. GRILLS	/			
3. DRAINS	/			
4. EQUIPMENT	/			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	/			
2. VENTS	/			
3. DRAINS	/			
4. PLUMBING FIXTURES	/			
5. WATER SERVICE LINE	/			
6. DISTRIBUTION LINES	/			
8. BACKFLOW PREVENTION	/			
9. GAS SYSTEM	/			
10. GREASE TRAP	/			
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION	/			
2. T.P. VALVE & DRAIN	/			
3. SHUT-OFF VALVE	/			
4. VENT (IF APPLICABLE)	/			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

AT TIME OF INSPECTION, INSURANCE WAS
FOUND TO BE IN REASONABLE COMPLIANCE WITH
BUILDING CODE

[Signature] 11-7-17 [Signature] 11-7-17
(INSPECTOR / OFFICER) (Date) (RECEIVED BY) (Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 when Improvements have been completed.
Any permits with regard to this location will remain on hold until full compliance is met.

[Signature]



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 10/31/2017
Re: Conditional use Permit Renewal for ABC – File No. CUP#151169 (Colonia Cinco Estrellas, LLC)

Maria Mayela Garza, Lucia Soraya Martinez, Helio Benito Martinez-Trevino, Edgar Tadeo Martinez-Trevino, and Maria Juana Martinez d/b/a Colonia Cinco Estrellas LLC, are 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 more fully described as follows:

- **Legal Description:** Being Lots 27 through 30, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas.
- **Physical Address:** 2200 S. Cage Blvd.

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

NOV 01 2017

BY:



City of Pharr Retail
Food establishment inspection report
PH: (956) 402-4211 Fax: (956) 702-5369

Date: 11-7-17	Time In: 3:00	Time out:	Permit Fee: \$50.00	2-Routine	3-Field Investigation	4-Visit	5-Other	Risk Category	Page 1 of 1
Purpose of Inspection: 1-Compliance			Contact/Owner Name: MARIA MAYRA GARCIA			* Number of Repeat Violations: 0			TOTAL SCORE: 100
Establishment Name: COLOMIA CINCO ESTRELAS			City/County: Pharr/Hidalgo			Zip Code: 78777			Phone: 956-292-015
Physical Address: 2200 S. CASE			Compliance Status: O U T			Compliance Status: O U T			Compliance Status: O U T
Priority Items (3 Points) violations Require Immediate Corrective Action not to exceed 3 days									
1. Proper cooling time and temperature (41°F/ 45°F) <i>NO FOOD</i>									
2. Proper Cold Holding temperature (41°F/ 45°F) <i>DRINK FRIDGE</i>									
3. Proper Hot Holding temperature (135°F)									
4. Proper cooking time and temperature									
5. Proper reheating procedure for hot holding (165°F in 2 Hours)									
6. Time as a Public Health Control; procedures & records									
7. Food and Ice obtained from approved source; Food in good condition, safe, and undiluted; parasite destruction									
8. Food Received at proper temperature									
9. Food Separated & protected, prevented during food preparation, storage, display, and tasting									
10. Food contact surfaces and Returnables; Cleaned and Sanitized at ppm/temperature									
11. Proper disposition of returned, previously served or reconditioned									
Priority Foundation Items (2 Points) violations Require Corrective Action within 10 days									
21. Person in charge present, demonstration of knowledge, and perform duties/ Certified Food Manager (CFM)									
22. Food Handler/ no unauthorized persons/ personnel									
23. Hot and Cold Water available; adequate pressure, safe									
24. Required records available (shellstock tags; parasite destruction); Packaged Food labeled									
25. Compliance with Variance, Specialized Process, and HACCP plan; Variance obtained for specialized processing methods; manufacturer instructions									
26. Posting of Consumer Advisories; raw or under cooked foods (Disclosure/Reminder/ Buffet Plate)/ Allergen Label									
27. Proper cooling method used; Equipment Adequate to Maintain Product Temperature									
28. Proper Date Marking and disposition									
29. Thermometers provided, accurate, and calibrated; Chemical/ Thermal test strips									
30. Food Establishment Permit (Current & Valid)									
31. Adequate handwashing facilities; Accessible and properly supplied, used									
32. Food and Non-food Contact surfaces cleanable, properly designed, constructed, and used									
33. Warewashing Facilities; installed, maintained, used/ Service sink or curb cleaning facility provided									
Clare Items (1 Point) violations Require Corrective Action Not to Exceed 30 days or Next Inspection, Whichever Comes First									
34. No Evidence of Insect contamination, roach/other animals									
35. Personal Cleanliness/eating, drinking or tobacco use									
36. Wiping Cloths; properly used and stored									
37. Environmental contamination									
38. Approved thawing method									
39. Utensils, equipment, & linens; properly used, stored, dried, & handled/ In use utensils; properly used									
40. Single-service & single-use articles; properly stored and used									
41. Original container labeling (Bulk Food)									
42. Non-Food Contact surfaces clean									
43. Adequate ventilation and lighting; designated areas used									
44. Garbage and Refuse properly disposed; facilities maintained									
45. Physical facilities installed, maintained, and clean									
46. Toilet Facilities; properly constructed, supplied, and clean									
47. Other Violations									

Received by:

PRINT:

Inspector:

Title: Person in Charge/ Owner

MAYRA GARCIA
CO-OWNER



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

November 21, 2017

FRIENDS EVENTS
2302 S CAGE BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Nov 21, 2017 revealed no violations.

Inspection Note At the time of re inspection occupancy was found to be completed. And no fire code violations were found.

8842 JOSE NAVARRO
Inspector

N/a

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

NOV 28 2017

BY: 



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.F.2.

DATE SUBMITTED: November 28, 2017

MEETING DATE: December 4, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR: Melanie Cano

Agenda Item: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., 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 Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas. The property's physical address is 2302 South Cage Boulevard.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., 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# 151170

Financial Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal for the 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:

Rita Galvan

Created/Initiated - 11/28/2017

Roland Gomez

Approved - 11/29/2017

Melanie Cano

Approved - 11/29/2017

City Management Office

Final Approval - 12/01/2017



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

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

Executive Summary Letter

Monday, December 04, 2017

Conditional Use Permit for ABC –

Friends All Parties, L.L.C.

Background:

Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., 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 Friends All Parties, L.L.C.

The property is located at 2302 South Cage Boulevard. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and 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.

P:\Admin\CUPs\ABC-M GARZA dba FRIENDS ALL PARTIES LLC_2015

MEMORANDUM

DATE: MONDAY, December 04, 2017
TO: MAYOR AND CITY COMMISSION
FROM: MELANIE CANO, DEVELOPMENT SERVICES DIRECTOR
THROUGH: JUAN GUERRA, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENWEAL FOR ABC – FILE NO. CUP#151170 (FRIENDS ALL PARTIES, L.L.C.)

GENERAL INFORMATION:

APPLICANT: Maria Mayela Garza, d/b/a Friends All Parties, L.L.C., 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 Lot 20, Block 2, Los Marineros Subdivision Phase I, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 2302 South Cage Boulevard.

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

COMMENTS:	CODE COMPLIANCE:	Recommends approval of the Conditional Use Permit. (See attached memo)
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FIRE MARSHAL:	Recommends approval of the Conditional Use Permit. (See attached memo)
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POLICE CHIEF:

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES:**

Recommends approval of
the Conditional Use Permit.
(See attached memo)

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the renewal for the 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.

City of Pharr Retail
Food establishment inspection report
Ph: (956) 402-4211 Fax: (956) 702-5369

BY

Date: 11-7-17		Time out: 3:30		Permit Fee: \$500.00		EFO Type: 2		Risk Category: 14		Page 1 of 1																																																																																																																																					
Purpose of Inspection: 1-Compliance		2-Robust		3-Field Investigation		4-Visit		5-Other		TOTAL SCORE: 100																																																																																																																																					
Establishment Name: FOLGARD'S ALL PARTIES, LLC				Contact/Owner Name: MARIA MARCELA GARZA				Number of Repeat Violations: 0 Number of Violations COS: 0																																																																																																																																							
Physical Address: 2302 S. CAGE				City/County: PEARL HARBOR		Zip Code: 787		Phone: 4629-9156		Follow-up: Yes ☐ No ☒ (circle one)																																																																																																																																					
Compliance Status: *O= not in compliance; IN= in compliance; NO= not observed; NA= not applicable; COS= corrected on site; R= repeat violation. Mark the appropriate points in the OUT box for each numbered item. Mark with a checkmark in appropriate box for IN, NO, NA, COS. Mark an asterisk (*) in appropriate box for R.																																																																																																																																															
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Demonstration of Knowledge/ Personnel 21. Person in charge present, demonstration of knowledge, and perform duties/ Certified Food Manager (CFM) 22. Food Handler/ no unauthorized persons/ personnel Safe Water, Recordkeeping and Food Package Labeling 23. Hot and Cold Water available; adequate pressure, safe 24. Required records available (shellstock tags; parasite destruction); Packaged Food labeled Conformance with Approved Procedures 25. Compliance with Variance, Specialized Process, and HACCP plan; Variance obtained for specialized processing methods; manufacturer instructions Consumer Advisory 26. Posting of Consumer Advisories; raw or under cooked foods (Disclosure/Reminder/Buffer Plate)/ Allergen Label						Food Temperature Control/ Identification 27. Proper cooling method used; Equipment Adequate to Maintain Product Temperature 28. Proper Date Marking and disposition 29. Thermometers provided, accurate, and calibrated; Chemical/ Thermal test strips Permit Requirement, Prerequisite for Operation 30. Food Establishment Permit (Current & Valid) Utensils, Equipment, and Vending 31. Adequate handwashing facilities: Accessible and properly supplied, used 32. Food and Non-food Contact surfaces cleanable, properly designed, constructed, and used 33. Warewashing Facilities; installed, maintained, used/ Service sink or curb cleaning facility provided																																																																																																																																									
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Prevention of Food Contamination 34. No Evidence of Insect contamination, rodent/other animals 35. Personal Cleanliness/eating, drinking or tobacco use 36. Wiping Cloths; properly used and stored 37. Environmental contamination 38. Approved thawing method Proper Use of Utensils 39. Utensils, equipment, & linens; properly used, stored, dried, & handled/ In use utensils; properly used 40. Single-service & single-use articles; properly stored and used						Food Identification 41. Original container labeling (Bulk Food) Physical Facilities 42. Non-Food Contact surfaces clean 43. Adequate ventilation and lighting; designated areas used 44. Garbage and Refuse properly disposed; facilities maintained 45. Physical facilities installed, maintained, and clean 46. Toilet Facilities; properly constructed, supplied, and clean 47. Other Violations																																																																																																																																									

Company Name or Business Entity: FRIENDS ALL PARTIES, LLC Type of Business: RENTAL HALL
Applicant: MARIA MARIA GARCIA Phone No.: 956 929-0115
(First) (Middle) (Last)
Mailing Address: 2302 S. CAGE Pharr TX 78501
(Address) (City) (State) (Zip)

EXISTING BUILDING	☒ YES	☐ NO	
MIXED OCCUPANCY	☐ YES	☒ NO	IF YES, TYPE OF ADJACENT OCCUPANCY(S):
CHANGE OF OCCUPANCY FROM PREVIOUS?	☐ YES	☒ NO	IF YES, PREVIOUS TYPE OF OCCUPANCY(S):
IS FIRE PROTECTION REQUIRED?	☒ YES	☐ NO	IF SO, WHAT TYPE? <u>AS PER FD</u>
IS CHANGE OF WALL ASSEMBLY REQUIRED?	☐ YES	☒ NO	IF SO, WHAT TYPE?

PASSED WITH CONDITIONS	☐	PASSED	☒	FAILED	☐	RE-INSPECTION DATE:	
------------------------	--------------------------	--------	-------------------------------------	--------	--------------------------	---------------------	--

BUILDING STATUS/ STRUCTURAL	PASS	FAIL	N/A	COMMENTS
1. FLOOR	///			
2. EXTERIOR WALLS	///			
3. INTERIOR WALLS	///			
4. CEILING	///			
5. ROOF	///			
6. PREMISE (LANDSCAPING, CLEAN, EXT...)	///			
7. GARBAGE CONTAINER	///			
8. IS ADDRESS POSTED AND CORRECT?	///			
9. IS LANDSCAPING IN COMPLIANCE?	///			
MEANS OF EGRESS	PASS	FAIL	N/A	COMMENTS
1. OCCUPANT LOAD (IF APPLICABLE)	///			
3. NUMBER OF EXITS <u>3</u>	///			
4. MEANS OF EGRESS LIGHTING	///			
5. EXIT SIGNS	///			
6. DOOR HARDWARE	///			
ACCESSIBILITY	PASS	FAIL	N/A	COMMENTS
1. RESTROOMS	///			
2. PATH OF EGRESS	///			
3. RAMPS (HANDRAIL / GUARDS)	///			
4. DOORS	///			
5. IS OCCUPANCY CHANGED (ADA COMPLIANT)	///			
ELECTRICAL	PASS	FAIL	N/A	COMMENTS
1. SERVICE ENTRANCE	///			
2. SERVICE EQUIPMENT	///			
3. WIRING SYSTEM	///			
4. LIGHT FIXTURE	///			
5. RECEPTACLE OUTLETS (G.F.C.I. WHERE REQUIRED)	///			
MECHANICAL	PASS	FAIL	N/A	COMMENTS
1. REGISTERS	///			
2. GRILLS	///			
3. DRAINS	///			
4. EQUIPMENT	///			
PLUMBING	PASS	FAIL	N/A	COMMENTS
1. P. TRAPS	///			
2. VENTS	///			
3. DRAINS	///			
4. PLUMBING FIXTURES	///			
5. WATER SERVICE LINE	///			
6. DISTRIBUTION LINES	///			
8. BACKFLOW PREVENTION	///			
9. GAS SYSTEM			///	
10. GREASE TRAP			///	
WATER HEATER	PASS	FAIL	N/A	COMMENTS
1. LOCATION <u>Close</u>	///			
2. T.P. VALVE & DRAIN	///			
3. SHUT-OFF VALVE	///			
4. VENT (IF APPLICABLE)	///			

BUILDING / SITE NEEDS IMPROVEMENT TO MEET THE FOLLOWING CONDITIONS:

AT TIME OF INSPECTION PREMISE WAS FOUND
TO BE IN DECENT COMPLIANCE WITH
BUILDING CODE

[Signature] 11-7-17
(INSPECTOR / OFFICER) (Date)

[Signature] 11-7-17
(RECEIVED BY) (Date)

Please note: Owner / Applicant is responsible to contact the City of Pharr Department of Development Services at (956) 402-4242 when improvements have been completed. Any permits with regard to this location will remain on hold until full compliance is met.



Pharr Police Department

1900 S. CAGE • PHARR, TX 78577-6751
PH: (956) 402-4700 • FAX: (956) 781-9163



To: Melanie Cano, Director City Planning
From: Joel Robles, Asst. Chief of Police
Date: 10/31/2017
Re: Conditional use Permit Renewal for ABC – File No. CUP#151170 (Friends All Parties LLC)

Maria Mayela Garza d/b/a Friends All Parties LLC, has filed with the Planning and Zoning Department a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C). The property is more fully described as follows:

- **Legal Description:** Being Lot 20, Block 2, Los Marineros Subdivision Phase 1, Pharr, Hidalgo County, Texas.
- **Physical Address:** 2302 S. Cage Blvd.

In keeping with the requirements of ordinance # 0-84-44, I am providing you with the following comments:

REPLY

Ms. Cano, I have reviewed the proposed application. Based on the information we have on file for this establishment at this time, I recommend approval subject to the following documented requirements.

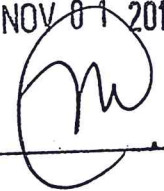
1. All state and local ordinances that currently exist or that may be enacted in the future that affect this business must be strictly adhered to. Personnel such as bartenders, waitresses and hostesses must be required to wear identifying insignia such as, name tags and or uniforms that clearly identify them as employees.
2. The owners, managers and or operators must agree not to use any advertisement on the property that is offensive, distasteful and or creates a visual impairment to traffic.
3. In the event that the manner the applicant conducts its business, endangers the general welfare, health, peace, morals, or safety of the community, the Chief of Police will exercise his authority under Section 11.612 of the Texas Alcoholic Beverage Code to recommend the cancellation of any and all permits for the same premises for up to one year after the date of cancellation.
4. The sale of alcoholic beverages to a minor inside the premises or on any area controlled by the aforementioned business will be considered an act that endangers the general welfare, health, peace, morals and or safety of the community.

Asst. Chief of Police

Joel Robles
Office: 956-402-4739
Mobile: 956-878-3233
joel.robles@pd.pharr-tx.gov

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

NOV 01 2017

BY: 



Prevention Division
118 S. Cage Blvd., 3rd Fl
Pharr, Texas 78577
Ph: 956-402-4400
Fax: 956-475-3433
fireprevention@pharrfd.net

November 21, 2017

COLONIAL EVENTS
2200 S CAGE BLVD
PHARR, TX 78577

INSPECTION STATUS - PASSED

An inspection of your facility on Nov 21, 2017 revealed no violations.

Inspection Note At the time of re-inspection occupancy was found to be in compliance without any violations of the fire cod.

8842 JOSE NAVARRO
Inspector

N/a

RECEIVED
PHARR DEVELOPMENT
SERVICES DEPT.

NOV 28 2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: November 27, 2017

MEETING DATE: December 4, 2017

FROM: Karla Moya, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Moya

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

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

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

Financial Consideration:

Staff Recommendation: To approve

Alternatives:

ROUTING:

Karla Moya

Created/Initiated - 11/27/2017

Karla Moya

Approved - 11/27/2017

Karla Moya

Approved - 12/01/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

Final Approval - 12/01/2017

ORDINANCE NO: O-2013-47

AN ORDINANCE AMENDING ORDINANCE O-2013-18 and O-2012-53; ADOPTING AND APPROVING AN AMENDMENT TO THE BUDGET FOR THE CITY OF PHARR, TEXAS FOR YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018, REAPPROPRIATING FUNDS, AND DECLARING AN EMERGENCY AS MAY BE NECESSARY; AND EFFECTIVE DATE

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

WHEREAS, state law requires that the governing body adopt an Ordinance, and the city charter requires that such an amendment take be approved by $\frac{3}{4}$ vote of the members of the Board.

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

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

SECTION 2: That the net sum of \$2,378,500 expenditures is hereby appropriated out of expenditures and \$2,158,500 revenues of the general fund. The purpose is included in the attached documents.

SECTION 3: That the net sum of \$2,650,000 expenditures is hereby appropriated out of expenditures and \$2,300,000 revenues of the Hotel/Motel fund. The purpose is included in the attached documents.

SECTION 4: That the net sum of \$4,650,000 expenditures is hereby appropriated out of expenditures and \$5,000,000 revenues of the Paving and Drainage fund. The purpose is included in the attached documents.

SECTION 5: That the net sum of \$-0- expenditures is hereby appropriated out of expenditures and \$11,158,500 revenues of the General CIP. The purpose is included in the attached documents.

SECTION 6: That the net sum of \$3,145,600 expenditures is hereby appropriated out of expenditures and \$3,145,600 revenues of the Utility Fund. The purpose is included in the attached documents.

SECTION 7: That the net sum of \$501,000 expenditures is hereby appropriated out of expenditures and \$-0- revenues of the Bridge Fund. The purpose is included in the attached documents.

SECTION 8: That the net sum of \$-0- expenditures is hereby appropriated out of expenditures and \$-0- revenues of the Golf Fund. The purpose is included in the attached documents.

SECTION 9: That the net sum of \$2,942,000 expenditures is hereby appropriated out of expenditures and \$3,921,000 revenues of the Debt Service Fund. The purpose is included in the attached documents.

SECTION 10: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

SECTION 11: Repealing Clause

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

SECTION 12: Severability Clause

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

SECTION 13: Publication Effective Date

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

APPROVED AND PASSED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 4th of December, 2017.

CITY OF PHARR

Ambrosio Hernandez

ATTEST:

Hilda Pedraza, City Clerk

CITY OF PHARR
PROPOSED BUDGET AMENDMENT MEMO
DECEMBER 4th 2017

General Fund:

-  To adjust amounts of Transfers from Bridge for Repaving Program Year 3 and 4 now financed through Tax Notes 2017 as approved on November 20th, 2017 by City Commission.
-  To adjust amounts to be received by the Sale of Certificates of Obligation 2017 (Bonds) as approved on November 20th, 2017 by City Commission.
-  To Reclassify personnel positions within/between departments and adjust salary base pay for new Communication Department Director and Purchasing Director.
-  To Allocate funds for contractual executive recruitment services.
-  To reflect \$200,000 cash advance to PEDC for a Loan Incentive Agreement that will be repaid to PEDC and then paid back to City.
-  To reflect purchasing software requested by new Director and City Commission.

Hotel/Motel:

-  To adjust amounts to be received by the Sale of Tax Notes 2017 as approved on November 20th, 2017 by City Commission.
-  To reflect amounts of Tax Notes proceeds to be transferred to CIP.
-  To Reflect Debt Service Payment related to Tax Notes 2017.

Paving and Drainage:

-  To adjust amounts to be received by the Sale of Tax Notes 2017 as approved on November 20th, 2017 by City Commission.
-  To adjust and reflect amounts of Tax Notes proceeds to be transferred to CIP.
-  To Reflect Debt Service Payment related to Tax Notes 2017.

General CIP:

- ✚ To adjust amounts to be received by the Sale of Tax Notes 2017 and Certificates of Obligations 2017 as approved on November 20th, 2017 by City Commission.

Utility:

- ✚ To adjust amounts to be received by the Sale of Certificates of Obligation 2017 (Bonds) as approved on November 20th, 2017 by City Commission.

Bridge:

- ✚ To carry forward funds from previous Fiscal Year for Lobbying services account.
- ✚ To reclassify Transfers of Excess Bridge Funds to Debt Service related to Certificates of Obligation Series 2017 as approved by City Commission on November 20th, 2017.

Golf:

- ✚ To reclassify 1 Full Time Position into 2 Part Timer positions for Concessionaire Stand.

Debt Service:

- ✚ To adjust amounts of debt service payments for Certificates of Obligation Series 2017 as approved by City Commission on November 20th, 2017.
- ✚ To reflect payment towards Produce Park related Debt (Certificates of Obligation 2012) with future proceeds of remaining lots

PEDC:

- ✚ To reflect advance from City and pay out for Loan Incentive Agreement
- ✚ To reflect payment towards Produce Park related Debt (Certificates of Obligation 2012) with future proceeds of remaining lots
- ✚ To reflect debt proceeds for the purchase of property
- ✚ To reflect the purchase of Land with cash on hand

CITY OF PHARR, TEXAS
BUDGET YEAR 17/18- BUDGET AMENDMENT #1
DETAILED AMENDMENT ACTIVITY
DECEMBER 2017

FUND	DEPT	ACCOUNT	ACCOUNT NAME	Description	
GENERAL FUND					
REVENUES:					REF
01	4	4-4883-70	Transfer In-Bridge	\$ 2,900,000	To Remove Funds to be Transferred for Repaving Project Year 3 now being funded through Tax Notes
01	4	4880	Financing Funds	\$ (2,758,500)	To Reflect Par amount for New Certificates of Obligations Series 2017
01	4	4880-1	Premium Financing Funds	\$ (2,300,000)	To Reflect Premium amount for New Certificates of Obligations Series 2017
			Total Revenues (Increase)/Decrease	\$ (2,158,500)	
EXPENDITURES:					
Non-Departmental:					
01	51000	1100	Salaries	\$ (56,800)	To Reclassify employee and move funds from City Manager's department to Finance Department as Finance Management Analyst
01	51100	1100	Salaries	\$ 56,800	To Reclassify employee and move funds from City Manager's department to Finance Department as Finance Management Analyst
01	51200	5530	Contractual Services	\$ 25,000	To allocate funds for Contractual executive recruitment services
01	53000	9908-02	Employee Increase	\$ (25,000)	To allocate funds for Contractual executive recruitment services
01	52200	1100	Salaries	\$ (39,700)	To Reclassify Admin Assistant and move funds from Parks to Communication Department
01	52500	1100	Salaries	\$ 39,700	To Reclassify Admin Assistant and move funds from Parks to Communication Department
01	51500	1100	Salaries	\$ (32,300)	To Reclassify Fire Inspector Position to Engineer as per CBA
01	51500	1100	Salaries	\$ 43,000	To Reclassify Fire Inspector Position to Engineer as per CBA
01	51500	1100	Salaries	\$ (34,000)	To Reclassify Fire Prevention Outreach to Engineer as per CBA
01	51500	1100	Salaries	\$ 43,000	To Reclassify Fire Prevention Outreach to Engineer as per CBA
01	52500	1100	Salaries	\$ 9,000	To add \$9,000 to meet base average of other Department Directors
01	51300	1100	Salaries	\$ 8,000	To add \$8,000 to meet base average of other Department Directors
01	51100	1100	Salaries	\$ 6,200	To Reclassify a clerk position into Administrative Assistant to be shared with the Purchasing Department
01	53000	9974-01	Emergency Management	\$ (5,000)	To add \$9,000 to meet base average of other Department Directors
01	53000	9908-02	Employee Increase	\$ (37,900)	To make up for funds to meet salary base and Positions reclassified
01	51300	8805	System Improvements	\$ 20,000	To add Purchasing Software Purchase to improvement procurement process City-Wide
01	53000	9980-40	Transfer Out CIP	\$ (2,900,000)	To Remove Funds to be Transferred for Repaving Project Year 3 now being funded through Tax Notes
01	53000	9980-40	Transfer Out CIP	\$ 5,058,500	To Transfer additional par and premium of Series 2017 to Fund 40 CIP
01	53000	9980-86	Transfer Out-PEDC	\$ 200,000	To make a contribution to PEDC for Incentive Agreement
			Total Expenditures Increase/(Decrease)	\$ 2,378,500	

NET EFFECT ON GENERAL FUND \$ 220,000 <---Cash Available in Bank Account

HOTEL/MOTEL FUNDS					
REVENUES:					
20	4	4880	Financing Funds	\$ (2,300,000)	To Reflect proceeds from Tax Notes 2017 for Paving Project Year 3 and 4
			Total Revenues (Increase)/Decrease	\$ (2,300,000)	
EXPENSES:					
20	51000	7701	Tax Notes Debt Service	\$ 350,000	To Budget for Debt Service Payment related to Tax Notes for FY 2017-2018
20	51000	9980-40	Transfer Out-CIP	\$ 2,300,000	To Transfer Tax Notes Proceeds related to Nature Park to CIP Fund
			Total Expenditures Increase/(Decrease)	\$ 2,650,000	

NET EFFECT ON HOTEL/MOTEL \$ 350,000 <---Cash Available in Bank Account

PAVING AND DRAINAGE					
REVENUES:					
24	4	4880	Financing Funds	\$ (5,000,000)	To Reflect proceeds from Tax Notes 2017 for Paving Project Year 3 and 4
			Total Revenues (Increase)/Decrease	\$ (5,000,000)	
EXPENSES:					
24	51000	51000	Tax Notes Debt Service	\$ 850,000	To Budget for Debt Service Payment related to Tax Notes for FY 2017-2018
24	51000	9980-40	Transfer Out-CIP	\$ (1,200,000)	To Remove original budgeted amount of paving fees to be transferred to CIP
24	51000	9980-40	Transfer Out-CIP	\$ 5,000,000	To Transfer Tax Notes Proceeds related to Repaving Project Year 3 and 4 to CIP Fund
			Total Expenditures Increase/(Decrease)	\$ 4,650,000	

NET EFFECT ON GENERAL CIP \$ (350,000) <---Excess to go into Reserves

GENERAL CIP					
REVENUES:					
40	4	4883-20	Transfer IN-Paving and Drainage	\$ (2,300,000)	To Reflect proceeds from Tax Notes 2017 for Paving Project Year 3 and 4
40	4	4883-24	Transfer IN-Paving and Drainage	\$ 1,200,000	To Remove original budgeted amount of paving fees to be transferred to CIP
40	4	4883-24	Transfer IN-Paving and Drainage	\$ (5,000,000)	To Reflect proceeds from Tax Notes 2017 for Paving Project Year 3 and 4
40	4	4883-01	Transfer In-General Fund	\$ (5,058,500)	To Reflect additional money from Series 2017 Par and Premium
			Total Revenues (Increase)/Decrease	\$ (11,158,500)	
EXPENSES:					
			Total Expenditures Increase/(Decrease)	\$ -	

NET EFFECT ON GENERAL CIP \$ (11,158,500) <---Excess to go into Reserves

UTILITY FUND					
REVENUES:					
60	4	4880-01	Debt Proceeds	\$ 3,145,600	To remove original budgeted amount of debt proceeds for Utility Projects. Projects will get funded next year
			Total Revenues (Increase)/Decrease	\$ 3,145,600	
EXPENSES:					
60	58700	9981	Transfer Out Debt Service	\$ (200,000)	To remove allocated amount to be contributed as debt service for Series 2017
60	58700	9985-4	Transfer Out Utility CIP	\$ 200,000	To contribute funds to Utility CIP Fund
60	58700	9985-4	Transfer Out Utility CIP	\$ (3,145,600)	To remove original budgeted amount of debt proceeds for Utility Projects. Projects will get funded next year
			Total Expenditures Increase/(Decrease)	\$ (3,145,600)	

NET EFFECT ON UTILITY FUND \$ -

BRIDGE FUND					
REVENUES:					
			Total Revenues (Increase)/Decrease	\$ -	
EXPENSES:					
70	51000	9904	Lobbying Fees	\$ 80,000	To Carry forward funds from PY lobbying account
70	51000	9985	Transfer Out -General Fund for CIP	\$ (2,900,000)	To Remove Funds to be Transferred for Repaving Project Year 3 now being funded through Tax Notes
70	51000	9980-50	Transfer Out-Debt Service	\$ 3,500,000	To Transfer Out to Debt Service for First Payment of Series 2017
70	51000	9980-50	Transfer Out-Debt Service	\$ (179,000)	To Remove additional transfer out to Debt Service
			Total Expenditures Increase/(Decrease)	\$ 501,000	

NET EFFECT ON BRIDGE FUNT

\$ 501,000

<--Cash Available in Bank Account

GOLF FUND					
REVENUES:					
75	51000	1100	Salaries	(22,800)	To Reclassify 1 FT concessionaire attendant into 2 Part Timer Positions to accommodate to operational needs
75	51000	1100	Salaries	11,400	To Reclassify 1 FT concessionaire attendant into 2 Part Timer Positions to accommodate to operational needs
75	51000	1100	Salaries	11,400	To Reclassify 1 FT concessionaire attendant into 2 Part Timer Positions to accommodate to operational needs
			Total Revenues (Increase)/Decrease	\$ -	
EXPENSES:					
			Total Expenditures Increase/(Decrease)	\$ -	

NET EFFECT ON GOLF FUND:

\$ -

<--No Effect

DEBT SERVICE					
REVENUES:					
50	4	4882	Transfer IN-Bridge	\$ 179,000	To Remove original Transfer In from Bridge
50	4	4883-70	Transfer IN-Bridge	(3,500,000)	To Transfer in from Bridge to Debt Service for First Payment of Series 2017
50	4	4883-60	Transfer IN-Utility	200,000	To Remove original Transfer In from Utility
50	4	4883-86	Transfer IN-PEDC	(800,000)	To Transfer in from PEDC land proceeds to pay Produce Park related debt
			Total Revenues (Increase)/Decrease	(3,921,000)	
EXPENSES:					
50	57200	7293	2017 Cert of Obligation Interest	(125,000)	To Remove original estimated Interest Payment for Series 2017
50	57300	7393	2018 Cert of Obligation Principal	(900,000)	To Remove original estimated Principal Payment for Series 2017
50	57200	7293	2017 Cert of Obligation Interest	527,000	To Reflect New Interest Payment for Series 2017 for FY 2017-2018
50	57300	7393	2018 Cert of Obligation Principal	2,640,000	To Reflect New Principal Payment for Series 2017 for FY 2017-2018
50	57300	7399	Series 2012 Principal	800,000	To pay towards principal of Produce Park Related Debt
			Total Expenditures Increase/(Decrease)	\$ 2,942,000	

NET EFFECT ON DEBT SERVIC

\$ (979,000)

<--Excess to go into Reserves

PEDC No. 2					
REVENUES:					
86	4	4675	Sale of Land	\$ (800,000)	To reflect potential Produce Park remaining lots sale
86	4	4880	Debt Proceeds	\$ (1,250,000)	To Reflect purchase of Real Property
86	4	4883-01	Transfer In-City	\$ (200,000)	To Reflect City cash advance for one of PEDC Loan Incentive s
			Total Revenues (Increase)/Decrease	\$ (2,250,000)	
EXPENSES:					
86	5100	9902	Land Purchase	\$ 2,250,000	To Reflect purchase of Real Property
86	5100	9902	Land Purchase	\$ 1,250,000	To Reflect purchase of Real Property
86	5100	9980-50	Transfer Out-Debt Service	\$ 800,000	To Transfer out to Debt Service land proceeds to pay Produce Park related debt
86	5100	99xx	Incentive	\$ 200,000	PEDC Loan Incentive
			Total Expenditures Increase/(Decrease)	\$ 4,500,000	

NET EFFECT ON PEDC No. 2

\$ 2,250,000

<--Cash Available in Bank Account

	<u>CITY OF PHARR</u>					
	<u>SUMMARY OF EFFECT OF BUDGET AMENDMENTS</u>					
	<u>FY 2017-2018</u>					
		<u>FY 2017-2018</u>	<u>PROPOSED</u>	<u>FY 2017-2018</u>		
		<u>ORIGINAL BUDGET</u>	<u>AMENDMENT No. 1</u>	<u>CURRENT BUDGET</u>		
	<u>GENERAL FUND</u>					
	General Tax Revenue	\$ 29,485,700	\$ -	\$ 29,485,700		
	Gross Receipts	2,430,000	-	2,430,000		
	Revenue Producing Facilities	4,960,100	-	4,960,100		
	Fines and Fees	1,786,000	-	1,786,000		
	Licenses and Permits	802,100	-	802,100		
	Charges for Current Services	1,028,700	-	1,028,700		
	Debt Proceeds	11,481,500	5,058,500	16,540,000		
	Lease Proceeds	2,438,700	-	2,438,700		
	Transfers/Others	11,443,800	(2,900,000)	8,543,800		
	Total Revenues	65,856,600	2,158,500	68,015,100		
	City Manager's Office	1,359,700	(56,800)	1,302,900		
	Finance Department	646,800	63,000	709,800		
	Police Department	14,510,800	-	14,510,800		
	Purchasing	248,900	28,000	276,900		
	Municipal Court	554,700	-	554,700		
	Fire Protection	7,364,900	19,700	7,384,600		
	Street Maintenance	4,756,700	-	4,756,700		
	Information Technology	1,868,900	-	1,868,900		
	Media	310,900	-	310,900		
	Municipal Library	1,546,500	-	1,546,500		
	Parks & Recreation	4,674,100	-	4,674,100		
	Communications	1,184,500	9,000	1,193,500		
	Human Resources	633,400	-	633,400		
	Planning & Community Development	2,064,800	-	2,064,800		
	Engineering	615,800	-	615,800		
	Transfers Out	17,335,100	2,358,500	19,693,600		
	Non-Departmental	7,269,200	(42,900)	7,226,300		
	Total Expenditures	66,945,700	2,378,500	69,324,200		
	Net Revenues Over /(Under) Expenditures	\$ (1,089,100)	\$ (220,000)	\$ (1,309,100)		



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: November 28, 2017

MEETING DATE: December 4, 2017

FROM: Elva Edmundson, Administrative Assistant

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action if any, on Ordinance amending Ordinance No. O-2017-50 (Rental of City Facilities). ***First Reading***

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: In efforts to attract more interest in the the Tierra del Sol Banquet Hall, and increase kitchen revenues staff is recommending new rental rates for the facility.

Financial Consideration: N/A

Staff Recommendation: City Commission approve this item

Alternatives: N/A

ROUTING:

Elva Edmundson
Sergio Alanis
City Management Office

Created/Initiated - 11/28/2017
Approved - 11/29/2017
Final Approval - 12/01/2017

ORDINANCE NO. O-2017-____

AN ORDINANCE AMENDING ORDINANCES O-2017-06; O-2016-25; O-2015-44; O-2015-38, O-2015-11, O-2014- 48, O-2013-41, O-2013-22, O-2012-41; O-2011-50, O-2011-23, O-2009-25, O-97-14, CITY CODE, CHAPTER 30, SECTION 30-26, 30-27, 30-38, 30-40, AND 30-41; ESTABLISHING PROCEDURES AND RATES FOR RENTAL OF CITY FACILITIES; AND ESTABLISHING AN EFFECTIVE DATE

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

SECTION 1: SECTION 30-37 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-37. Rental reservations, advanced reservations, limitations of serial reservations”

To reserve a City facility, renter/lessee must execute a lease agreement and pay the rental and rental deposit as set out in Section 30-41. To maintain the reservation, all rental fees must be paid within the time limitations set out in Section 30-41. Advanced reservations may be made as set out in Section 30-41. If the lessee desires to make a series of reservations, the director shall be authorized to limit the number of serial reservations by a single lessee in order to ensure varied public availability of facilities. (Ord. No. O-94-12, & IV (J), 4-5-94; Ord. No. O-97-14, & 2, 3- 97). Rental fees and charges may be determined by an Interlocal agreement for political subdivisions.

SECTION 2: SECTION 30-40 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-40. Rental fee classes”

For the purpose of the rental fee schedule set out in section 30-41, except for the Pharr Events Center, the following rental fee classes are established:

- (1) **Class I** (Commercial / Profit-making) shall apply to any and all activities such as exhibitions, sporting events, shows, dances, and all other activities sponsored by private entities for the purpose of profit-making; such as through charging of admission fees at the door or in advance. Examples are boxing matches, commercial exhibitions, indoor flea markets, concerts, etc.
- (2) **Class II** (Non-Commercial / Non-Profit-making) shall apply to any and all activities sponsored by public or private non-profit entities for the expressed purpose of raising funds either through the charging of admission fees or the solicitation of donations. Examples are dances sponsored by non-profit corporations and church events

- (3) **Class III** (Non-commercial / Private) shall apply to any and all activities sponsored by private entities to which admission might be restricted; but to which an admission fee will not be charged and profit-making is not intended. These activities may include weddings, quinceañeras, receptions, birthday parties and company banquets, etc.

SECTION 3: SECTION 30-41 OF THE CITY CODE IS AMENDED TO READ AS FOLLOWS:

“Sec. 30-41. Rental fee schedule”

The following rental fees shall be charged for the use of city-owned public facilities, by rental fee classes as defined in this article.

- a. Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of three certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions. If more than 3 officers are required, they may be either certified police officers and/or security personnel from a licensed and bonded security company.
- d. Advanced reservations.** Class I reservations will be accepted for up to two years to the month in advance of the reserved date. Class II and III reservations will not be accepted more than one year to the month in advance of reserved date.

(1)TIERRA DEL SOL (HALL AND BAR AREA)

****CURRENT****

Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	8:00 a.m. — 1:00 p.m.	\$200.00	\$400.00	\$350.00	\$300.00
	8:00 a.m. — 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	1:00 p.m. — 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	8:00 a.m. — 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. — 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	1:00 p.m. — 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	8:00 a.m. — 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	8:00 a.m. — 7:00 p.m.	\$200.00	\$1100.00	\$1000.00	\$900.00
	1:00 p.m. — 1:00 a.m.	\$200.00	\$1200.00	\$1100.00	\$1000.00

****PROPOSED****

Rental Period	Time	Deposit	Rental Rate Class II	Rental Rate Class III
Sunday-Friday	1:00 p.m.-12 MID	\$200.00	\$0	\$500.00
Saturday	1:00 p.m.-1:00 a.m.	\$200.00	\$0	\$500.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Rental and damage deposit.** \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.
- c. **Security personnel.** All activities involving dancing, and the selling, serving and/or consumption of alcoholic beverages will require a minimum of two certified City of Pharr Police Officers to be contracted by the renter. The City of Pharr Police Department will designate the number of certified police officers required for functions.
- d. **Advanced reservations.** Reservations will not be accepted more than one year to the month in advance of reserved date.
- e. **Class II reservations will be at no cost; lessee will not be allowed to bring outside food. All food and drinks will have to be coordinated with Golf Course Manager one month prior to event.**

(2) VICTOR GARCIA MUNICIPAL PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
MUNICIPAL PARK 205 W. Polk Monday-Sunday	1 p.m.-10 p.m.	\$25.00	\$100.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.

- c. **Restricted usage.** No Class I or Class II activities will be allowed. No activity which involve dancing and/or the live playing of electronically amplified music will be permitted. The playing of prerecorded is allowed provided the volume is not such as to disturb nearby residents.

(3) PHARR SPORTS COMPLEX:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Monday-Friday	6 p.m.-10 p.m.	\$50.00	\$375.00
Saturday	8 a.m.-10 p.m.	\$50.00	\$375.00
Sunday	8 a.m.-10 p.m.	\$50.00	\$375.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(4) WITTEN PARK:

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. Advanced reservations. Reservations will not be accepted more than 90 days in advance of reserved date.

c. Restricted usage. Parks will be used for practice and tournaments only. **No alcoholic beverages will be allowed on premises.**

(5) CIVIC CENTER (LARGE HALL):

Rental Period	Rental Period	Time	Deposit	Rental Rate Class I	Rental Rate Class II	Rental Rate Class III
Sunday-Thursday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$400.00	\$360.00	\$300.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$900.00	\$800.00	\$700.00
	Evening	1:00 p.m. – 12 MID.	\$200.00	\$900.00	\$800.00	\$700.00
Friday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$450.00	\$400.00	\$360.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$1000.00	\$900.00	\$800.00
	Evening	1:00 p.m. – 12 MID.	\$200.00	\$1000.00	\$900.00	\$800.00
Saturday	Morning	8:00 a.m. – 1:00 p.m.	\$200.00	\$500.00	\$450.00	\$400.00
	Day	8:00 a.m. – 7:00 p.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00
	Evening	1:00 p.m. – 1:00 a.m.	\$200.00	\$1,100.00	\$1,000.00	\$900.00

a. Payment of rental. The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.

b. Rental and damage deposit. \$200.00 to be paid at the time reservation is made. This deposit will be deducted from the total amount due.

c. Security personnel. All activities involving dancing, the selling, serving and/or consumption of alcoholic beverages will require a minimum of two City of Pharr Police Officers to be contracted by the lessee. Lessor will designate the number of City of Pharr Police Officers required for functions.

(6) CIVIC CENTER (SMALL HALL):

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Sunday-Friday	6 p.m.-12 MID.	\$50.	\$60. Per hr.	\$40. Per hr.	\$50. Per hr.
Saturday	8 a.m.-1:00 a.m.	\$50.	\$70. Per hr.	\$50. Per hr.	\$60. Per hr.

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- c. **Restricted usage.** No activity which entails dancing and/or the live playing of electronically amplified music will be permitted. Prerecorded music will be allowed provided there are no activities being conducted at the Large Hall and provided the volume is not sure as to disturb nearby residents. **No alcoholic beverages will be allowed on premises.**

(7) CIVIC CENTER (CONFERENCE ROOM)

Rental Period	Time	Deposit (not refunded)	Class I	Class II	Class III
Monday-Sunday	1 p.m.-12 MID.	\$20.00	\$25.00 Per hr.	\$15.00 Per hr.	\$20.00 Per hr.

Available for rental to small groups (Capacity - 48). A non-refundable deposit of \$20.00 is required to reserve the Conference Room. Reservations will not be accepted more than 90 days before reserved date. Rules regarding Small Hall usage are also applicable to the Conference Room.

(8) JONES BOX PARK

Rental Period	Time	Deposit (not refunded)	Rental Rate
Saturday	8 a.m. to 10 p.m.	\$50.00	\$250.00
Sunday	8 a.m. to 10 p.m.	\$50.00	\$250.00

- a. **Payment of rental.** The full amount of the rental fee must be paid at least 30 days prior to reserved date. Any amount paid by lessee less than 30 days prior to reserved date will be cancelled and any amount previously paid will not be returned.
- b. **Advanced reservations.** Reservations will not be accepted more than 90 days in advance of reserved date.
- b. **Restricted usage.** Parks will be used for practice and tournaments only. No smoking or alcoholic beverages will be allowed on premises.

(9) BATTING CAGES:

Rental Period	Cage Rental	Team Monthly	Team Training Pack
Monday-Friday 5 p.m.-10 p.m.	\$25.00 Individual without machine (1hr) \$30.00 Individual with machine (1hr)	\$200.00 2 Cages with one machine (4 visits per Month)	\$55.00 2 Cages with one machine

- a. **Payment of rental.** The full amount of the rental fee must be paid no later than 4:00 p.m. of the date of the request via cash or credit card.
- b. **Advanced reservations.** Reservations will not be accepted no later than 4:00 p.m.
- c. **Restricted usage.** Batting Cages will be used for practice only. **No smoking or alcoholic beverages will be allowed on premises.**

SECTION 4: EFFECTIVE DATE

This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

CONSIDERED PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

CONSIDERED PASSED AND APPROVED ON THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of _____, 2017, A.D.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: November 29, 2017

MEETING DATE: December 4, 2017

FROM: Rita Galvan, Secretary

DEPARTMENT: Development Services

DIRECTOR:

Agenda Item: Consideration and action, if any, on request for Residential Incentive Program for the property legally described as a 12.997 acre tract of land out of Lots 5 and 6, Block 8 A.J. McColl Subdivision, Pharr, Hidalgo County, Texas.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason:

Issue: Jorge Kamel, representing 1500 Hall Acres, LLC has applied for the City of Pharr's residential development incentive program. The property is legally described as being a 12.997 acre tract of land out of Lots 5 and 6, Block 8, A.J. McColl Subdivision, Pharr, Hidalgo County Texas. The property has a physical address of 1500 W. Hall Acres Rd. This is the location where the Summit Sports Club used to be located.

The applicant is proposing to develop the property to approximately 63 single family residential lots. The applicant has met the minimum requirements for the incentive program in accordance with O-2016-42.

Financial Consideration: The developer would like to go with the 25% option, which is to be paid 30 days after subdivision is recorded. Based on the cost estimate that was submitted, that number comes out to roughly \$95,000.

Staff Recommendation:

Alternatives:

ROUTING:

Rita Galvan
Roland Gomez

Created/Initiated - 11/29/2017
Approved - 11/30/2017

Melanie Cano
Karla Moya
Patricia Rigney
City Management Office

Approved - 11/30/2017
Approved - 12/01/2017
Approved - 12/01/2017
Final Approval - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to amend contract with S&GE, LLC for Professional Engineering Services for the Water Transmission Mains Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to amend the contract for Professional Engineering Services with S&GE, LLC for the Water Transmission Mains Project.

These additional Engineering services include the design of an 24-inch Waterline Extension approximately 2,800 linear feet in length and an 12-inch waterline extension of approximately 1,200 linear feet to supplement the water demand requirements in South Pharr.

Financial Consideration: Additional Engineering Services Fee Estimate \$120,000

Staff Recommendation: Staff recommends approval of Amendment No. 2 to the contract with S&GE, LLC for additional Professional Engineering Services for the Water Transmission Mains Project.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 11/30/2017

Omar Anzaldua

Approved - 12/01/2017

Karla Moya

Approved - 12/01/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

Final Approval - 12/01/2017

Exhibit A

Scope of Work

SCOPE OF SERVICES
City of Pharr Water Treatment Transmission Main – Water Main Replacement
November 28, 2017

PROJECT LOCATION:

S&GE, LLC is pleased to submit this proposal to extend the 24-inch Transmission Main and a 12- Water Main in South Pharr. Refer to the attached exhibit (**Attachment A**).

SCOPE OF SERVICES:

The following scope of services will be provided for the project:

Assist with the design and construction phase services for the 24-inch Water Transmission Main (2,800-lf) and 12-inch Water Main (1200-lf). Work shall consist of the following:

1. Secure Environmental Clearance from the Texas Water Development Board (TWDB). This includes the Categorical Exclusion and Coordination with respective agencies.
2. Negotiate pricing with the Contractor (JCS). Reconcile contract amounts available to fund these improvements.
3. Perform Field Survey.
4. Identify alignment.
5. Prepare Plans and Profile Sheets.
6. Construction Phase Services, site visits, meet with Contractor, resolve conflicts, etc.

Task 1- TWDB Coordination & Contractor Negotiations

Secure Environmental Clearance from the TWDB. This includes the Categorical Exclusion and Coordination with respective agencies (Texas Historical Commission, etc.). This includes developing exhibits, reports, and letters.

Total fee for services as outlined in subtask 1.1: \$8,800.00

Coordination with TWDB to secure Change Order

Total fee for services as outlined in subtask 1.2: \$1,800.00

Negotiate pricing with the Contractor (JCS). Reconcile contract amounts available to fund the Change Order.

Total fee for services as outlined in subtask 1.3: \$3,800.00

Task 2- Design Phase

Prepare Plans and Profile Sheets [(approximately ten (10) Plan and Profile Sheets, three (3) SW3P, three (3) Traffic Control, and two (2) additional details sheets as necessary)].

Total fee for services as outlined in subtask 2.1: \$60,000.00

Task 3- Topographic Data Collection

Perform Field Survey.

Total fee for services as outlined in subtask 3.1: \$15,000.00

Task 4- Easement Documents

Work will include preparing the survey drawing, depicting improvements within the easement limits, and metes and bounds description. A total of eight to ten (10) easements are included.

Total fee for services as outlined in subtask 3.1: \$10,000.00

Task 5- Construction Phase Services

Assist with construction questions during construction phase of the project. This includes coordination with the Contractor, City, utility companies, TWDB and attending meeting.

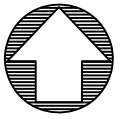
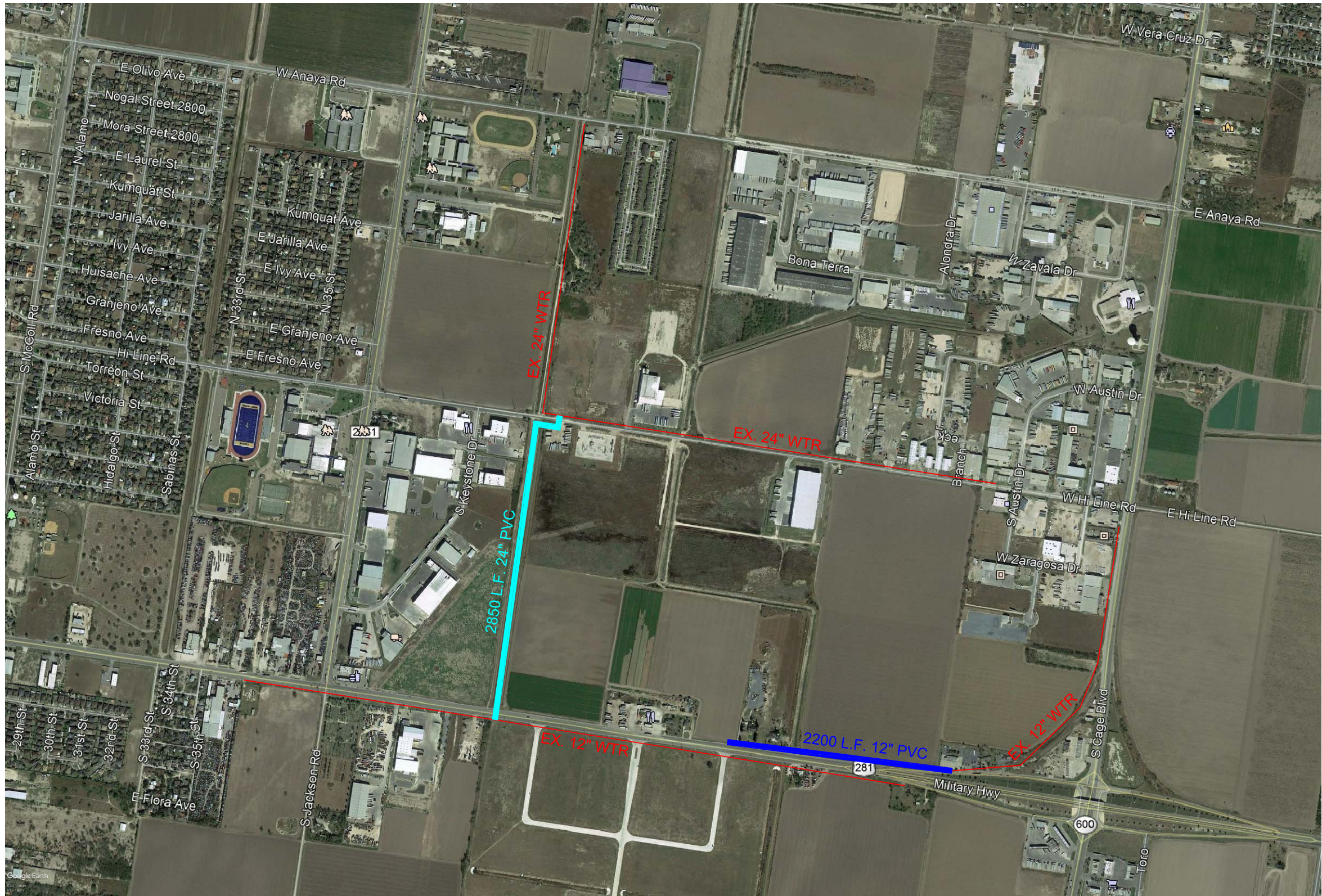
Total fee for services as outlined in Task 4.1: \$17,000.00

Task 6- Record Drawings

Provide City of Pharr with record drawings after construction has been completed.

Total fee for services as outlined in Task 5.1: \$3,600.00

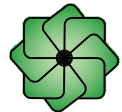
Attachment A



SCALE: N.T.S.

LEGEND

- EXISTING WATER MAIN
- PROPOSED 12" MAIN
- PROPOSED 24" MAIN



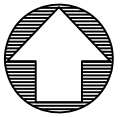
S&GE
Civil Engineers

8400 Blanco Road, Ste. 201, San Antonio, Texas 78216
Office: (210) 493-9200 Fax: (210) 493-9205
TBPE Firm No. F-8038

CITY OF PHARR

WL EXTENSION SOUTH
PHARR EXHIBIT

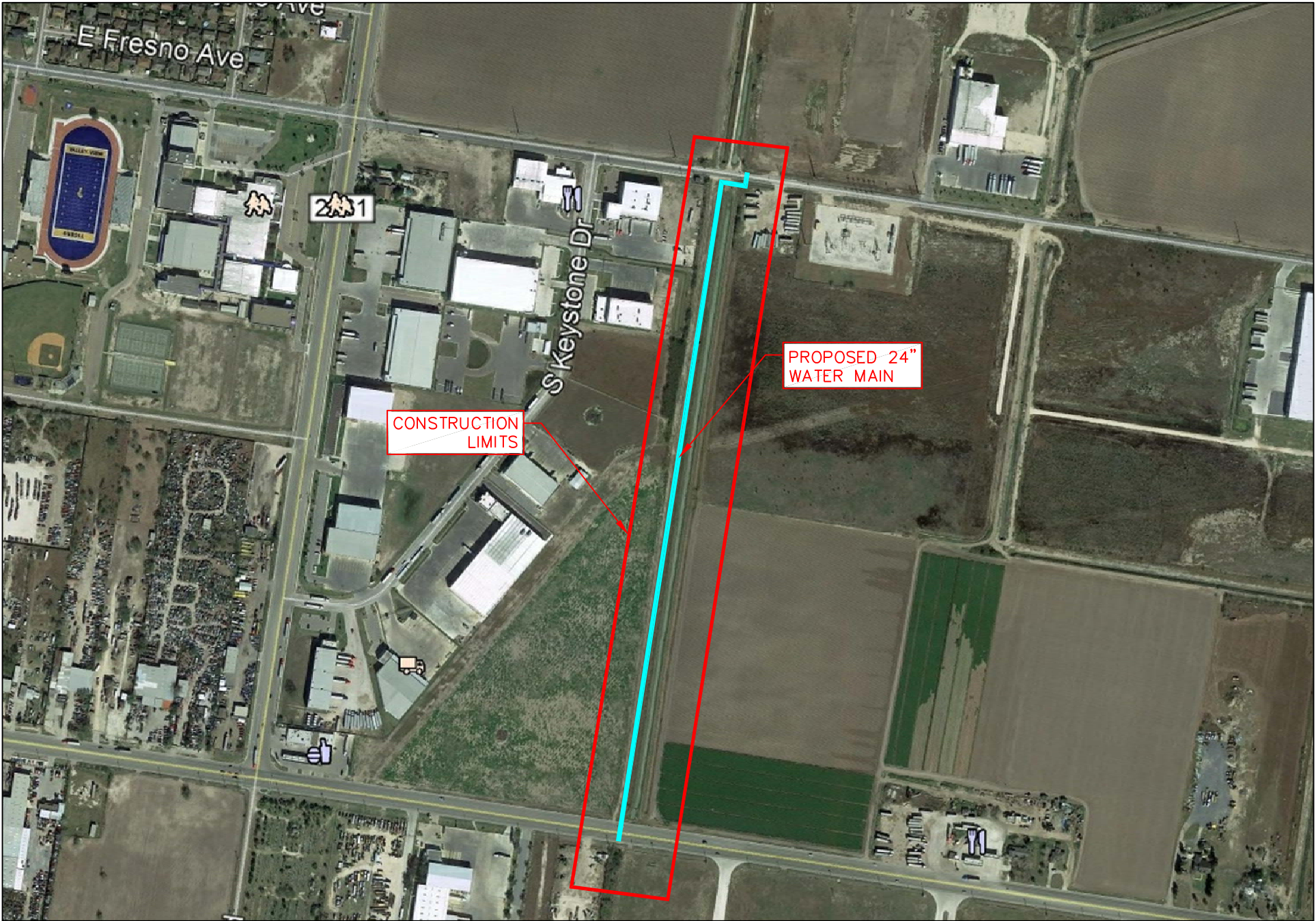
DATE: 09/06/17



SCALE: N.T.S.

LEGEND

- CONSTRUCTION LIMITS
- PROPOSED 12" MAIN
- PROPOSED 24" MAIN

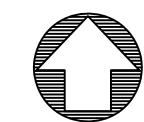


S&GE
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TBPE Firm No. F-8038

CITY OF PHARR
WL EXTENSION SOUTH
PHARR - 24"
CONSTRUCTION LIMITS

DATE: 09/06/17



SCALE: N.T.S.

LEGEND

- CONSTRUCTION LIMITS
- PROPOSED 12" MAIN
- PROPOSED 24" MAIN



S&GE
Civil Engineers

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TBPE Firm No. F-8038

CITY OF PHARR
WL EXTENSION SOUTH
PHARR - 12"
CONSTRUCTION LIMITS

DATE: 09/06/17

Exhibit B

Professional Services Fee

Basis of Compensation

We propose to provide these services for a lump sum basis not-to-exceed amount is shown below. Our fee is summarized below in **Table 1**.

TABLE 1
Proposed Basis of Compensation

Item Number	Task Description	Estimate Cost
1	Task 1-TWDB Coordination and Contractor Negotiations	\$14,400.00
2	Task 2 – Design Phase	\$60,000.00
3	Task 3- Topographic Survey	\$15,000.00
3	Task 4- Easement Documents	\$10,000.00
4	Task 4 – Construction Phase	\$17,000.00
5	Task 5 – Record Drawings	\$3,600.00
Total		\$120,000.00

The estimated construction cost for this project is approximately \$1.2 Million. Therefore, our design fee (Task 2) represents approximately 5.0% of the total construction cost.

Invoices will be submitted monthly based on the percentage (%) of work completed. Payment of invoices is due within twenty (20) days of the invoice date. Outside reproduction costs are excluded from our fee and will be passed directly to the Client at cost plus 10%.

Exhibit C
Time Schedule

**City of Pharr - 24-Inch WTM Extension
Project Schedule**

Activity	Days	Start	End
Notice to Proceed	0	-	8-Dec-17
Topographic Survey	45	8-Dec-17	22-Jan-18
70% Design	30	22-Jan-18	21-Feb-18
City Review of 70%	7	21-Feb-18	28-Feb-18
Address City Comments	10	28-Feb-18	10-Mar-18
95% Design	30	10-Mar-18	9-Apr-18
City Review of 95%	7	9-Apr-18	16-Apr-18
Prepare & Submit Final Plans	10	16-Apr-18	26-Apr-18
Submit Final Engineering Plans	0	26-Apr-18	26-Apr-18
Construction Phase Services	90	26-Apr-18	25-Jul-18



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Alvarado Architects & Associates, Inc. for Professional Architectural Services for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project and approval to advertise on this project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

Issue: The City of Pharr is requesting the authorization from City Commission on approving the City Manager to enter and negotiate a contract for Professional Architectural Services with Alvarado Architects & Associates for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project and approval to advertise on this project.

Financial Consideration: Engineering Fee Estimate \$17,500

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Alvarado Architects & Associates for the Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park Project, and approval to advertise on this project.

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 11/30/2017

Omar Anzaldua

Approved - 11/30/2017

Karla Moya

Approved - 11/30/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

Final Approval - 12/01/2017

PROJECT AGREEMENT FOR PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **Alvarado Architects & Associates, Inc.**, (hereafter referred to as “ARCHITECT”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ARCHITECT is hereby authorized to perform professional services in connection with the design of **Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park**, hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

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

Project: **Parks and Recreation Dugouts for the Pharr Sports Complex and Witten Park**,

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

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

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

Section 2

Representations and Warranties

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

Section 3

Insurance and Indemnification

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

(a) Type of policies and coverage.

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

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

- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.
- (a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.
- (c) *Verification of coverage.* Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

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

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

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

Section 4

Termination

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

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

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

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

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

Section 5

Professional Services Fee

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

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **(\$17,500) Fifteen Thousand** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

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

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

Section 7

Application for Payments (Invoices)

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

Section 8

Qualifications on Obligation to Pay

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

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

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

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

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

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

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

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

Section 9

Final Payment

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

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

Section 10

Ownership and Reuse of Documents

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

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

Section 11

Other Conditions or Services

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

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

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

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

11.5 The CLIENT understands and agrees that ENGINEER's contractual duties related to identifying the existence and general location of existing utilities within the

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

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

Section 12

Special Provisions

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

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

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

AGREED AS TO SUBSTANCE AND FORM

**Alvarado Architects & Associates, Inc,
307 S. Main St.
Donna, TX 78537**

ARCHITECT FIRM

By: _____
Signature

**Erasmio D. Alvarado Jr., AIA
ARCHITECT**

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

Juan Guerra
City Manager
City of Pharr, Texas

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

EXHIBIT A – SCOPE OF SERVICES

November 22, 2017

**Scope of Services for City of Pharr – Parks and Recreation Dugouts for the Pharr Sports Complex on Moore Road and Witten Park
AAA Project No. 1717**

Alvarado Architects & Associates, Inc. is pleased to submit our Scope of Services to the City of Pharr – Parks and Recreation for Dugouts for the Pharr Sports Complex on Moore Road and Witten Park. The scope of work will include the demolition of the existing dugouts and the new construction of dugouts. Each dugout will be approximately 300 square feet, it will be constructed of concrete masonry units, a metal roof, fencing, it will include lighting and have an exterior electric drinking fountain. The following is a detailed description of how Alvarado Architects & Associates, Inc. will assist the City of Pharr – Parks and Recreation with the Design and Construction of the new dugouts to be constructed at each of the parks.

BASIC SERVICES FOR SCOPE OF WORK:

- I. Schematic Design - this phase will include developing a design of the dugout through rough sketches, space requirements and relationships, while taking into account the budget.
2. Design Development - after the Schematic Design, this phase will continue to refine the design of each of the dugouts. While working in conjunction with the City of Pharr - Parks and Recreation needs, the end result will be a final design of each dugout.
3. Construction Documents - this phase would develop a complete set of plans and specifications, suitable for permitting and construction of each dugout for the Pharr Sports Complex on Moore Road and Witten Park.
4. Construction Administration – Alvarado Architects will assist the contractor and the City of Pharr - Parks and Recreation during the construction phase by answering questions, providing clarifications, reviewing shop drawings, distributing any additional drawings that may be required due to any design changes, conducting site observations, establishing Substantial Completion, and Final Completion of the project.
5. Warranty - this phase will include assisting the City of Pharr - Parks and Recreation with any warranty requests from one year after the acceptance of Substantial Completion.

END OF EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – Construction Schedule

2017

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
										SD / DD	CONST DOCS

2018

CONST ADMIN	CONST ADMIN	CONST ADMIN	CONST ADMIN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
-------------	-------------	-------------	-------------	------	------	------	------	------	------	------	------

Scheduled Completion – April 2018

Programming – **Deciding what to build** by defining design objectives, constraints, and criteria for a project. This includes space requirements and relationships, special equipment and systems, and site requirements.

Schematic Design – **Rough sketches** that develop a feasible conceptual design of the project through creating and evaluating a series of general schemes that take into account the program and budget.

Design Development – **Refining the design** concept so as to define and resolve all important aspects of the project. Finalize design decisions building materials and resolve coordination issues by the end of this phase.

Construction Documents – **Communicating the design** intent through further refinement of the written and graphic representation of all building materials and components in a format useful to contractors.

Construction Administration – **Assisting the owner in getting the project built** according to plans and specifications through general administration of the construction contract, including reviewing and certifying the amounts due the contractor, approving Contractor submittals, preparing change orders and conducting site observations to determine dates of substantial and final completion.

EXHIBIT C – FEE ESTIMATE

November 22, 2017

**Fee Estimate for City of Pharr – Parks and Recreation Dugouts for the Pharr Sports Complex
on Moore Road and Witten Park
AAA Project No. 1717**

Alvarado Architects & Associates, Inc. has agreed to perform the Architect's Basic Scope of Services described in Exhibit A – Scope of Services as follows:

The fee for Basic Services shall be 7% of the Total Construction Cost of the Project

Estimated Fee is based on 10 Dugouts at a cost of \$25,000.00 for each dugout.

Total Estimated Construction Cost of the Project is \$250,000.00.

Estimated Architect's Fee at 7% is **\$17,500.00**.

*Not included as part of this proposal is Surveying, Geo Technical / Material Testing services, TDLR / RAS State Reviews and/or Inspection fees, Construction fees, Permit Fees, windstorm requirements, additional insurances, reproduction costs, postage, delivery, photos, binders, exhibit boards, and any other miscellaneous requests made by the Owner or governing entity.

No other costs or reimbursable expenses will be attached to the project without the prior written consent and approval by the Owner.

ADDITIONAL SERVICES (HOURLY RATES):

<u>EMPLOYEE OR CATEGORY</u>	<u>RATE</u>
President / Partner	\$250.00 / Hour
Vice President / Associate	\$200.00 / Hour
Project Manager	\$150.00 / Hour
Designer	\$150.00 / Hour
Draftsperson	\$100.00 / Hour
Administrative	\$75.00 / Hour

END OF EXHIBIT C – FEE ESTIMATE



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: November 30, 2017

MEETING DATE: December 4, 2017

FROM: Omar Anzaldua, City Engineer

DEPARTMENT: Engineering

DIRECTOR: Omar Anzaldua

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with The Warren Group, Inc. for Professional Architectural Services for the Master Planning for the Fire Station No. 1 Project.

Classification: Regular

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

Exclude Material from Public Packet? No

Reason: N/A

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

Financial Consideration: Architectural Fee is \$5,200

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

Alternatives: N/A

ROUTING:

Omar Anzaldua

Created/Initiated - 11/30/2017

Omar Anzaldua

Approved - 11/30/2017

Karla Moya

Approved - 11/30/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

Final Approval - 12/01/2017

PROJECT AGREEMENT FOR PROFESSIONAL ARCHITECT SERVICES

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

This Agreement is between **The Warren Group Architects Inc.**, (hereafter referred to as “ARCHITECT”); and **City of Pharr**, (hereinafter referred to as the “CLIENT”). ARCHITECT is hereby authorized to perform professional services in connection with the Master Planning of **City of Pharr-New Fire Station No. 1** hereinafter referred to as the Project.

Contract ID #: _____

Date: _____

CLIENT: City of Pharr, TX

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

Project: **City of Pharr-New Fire Station No. 1**

Project Location: Pharr, TX

Section 1

General Scope of Services and Project Description

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

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

Section 2

Representations and Warranties

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

Section 3

Insurance and Indemnification

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

(a) Type of policies and coverage.

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

committed by Architect and/or any of Architects agents, employees, and personnel acting in furtherance of its services under this Agreement.

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

- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
- (2) For any claims related to the Project, Architect's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance maintained by City, its officials, employees, agents or volunteers shall be excess of Architect's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- (4) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Architect's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified return receipt requested, has been given to City.
 - (a) *Deductibles.* Any deductibles must be declared to and approved by City. At City's option, Architect shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (b) *Acceptability of Insurers.* Insurance is to be placed with insurers having a current A.M. Best rating of no less than A, unless otherwise approved by City in writing.
 - (c) *Verification of coverage.* Architect shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Architect. At the request of City, Architect shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

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

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

Section 4

Termination

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

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

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

by applicable state or federal requirements related to the use or payment of fees and expenses.

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

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

Section 5

Professional Services Fee

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

5.2 For all services to be performed by ARCHITECT under this agreement, ARCHITECT shall be paid the amounts set forth in **Exhibit C-Fee Estimate** according to the completion of each task. In no event shall ARCHITECT's total compensation exceed the sum of **(\$5,200) Five Thousand Two Hundred Dollars** without additional written authorization from CLIENT. Payment by CLIENT under this Agreement shall not be deemed a waiver of defects, even if CLIENT knew such defects at the time of payment.

Section 6

Reimbursable Expenses

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

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

Section 7

Application for Payments (Invoices)

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

Section 8

Qualifications on Obligation to Pay

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

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

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

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

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

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

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

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

Section 9

Final Payment

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

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

Section 10

Ownership and Reuse of Documents

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

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

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

Section 11

Other Conditions or Services

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

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

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

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

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

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

Section 12

Special Provisions

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

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

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

AGREED AS TO SUBSTANCE AND FORM

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

**Laura N. Warren, AIA
ARCHITECT**

By: _____
Signature
ARCHITECT

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

Juan Guerra
City Manager
City of Pharr, Texas

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



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

Exhibit A- Scope of Services

TASK A-

- The proposed building and features are as generally outlined on the previously provided set of plans during our meeting on Tuesday, November 28, 2017.
- The Site area is approximately 1 acre. The site will be designed with an Industrial area and will be provided with limited landscaping.
 - The site will be provided with a perimeter fence and secured access.
 - There is an existing Fire Station Building which we will like to keep for volunteer use.
 - An outdoor covered area, (separate from the building) for outdoor training and physical fitness purposes (Approximate size: 32' x 16')
 - Stand-alone generator (size-capacity to be determined).
 - Secured/ access controlled employee parking with-in the perimeter fenced area.
 - Hose drying area.
- The total gross building area is to be determined (At this time it is estimated to be between 7,000 S.F.-10,000 S.F.)
- The building will be designed to include the following:
 - Accommodate an aerial truck and a fire truck. The fire equipment trucks will have to be able to fit back-to back with-in one service bay.
 - Bay area is to be provided with large capacity air compressor and multiple air tanks to match central station.
 - Separate storage rooms to accommodate: Secured storage for meds, supplies, cleaning supplies.
 - Large equipment storage
 - Large lockers (30) for firemen suits
 - Two bay stations provided with service pits
 - An outdoor covered area with a wash bay with water-oil separator and grease trap as needed
 - Visitor Lobby with public accessible restroom
 - Open office area for report writing for 5 work stations
 - Approximately 32' x 16' indoor training area for PD, EMS and other.
 - Sleeping quarters for 8 firemen
 - Apparatus Exhaust System
 - Separate sleeping quarters for officers (2)
 - Separate restroom and shower facilities for male and female. This area will also be provided with personal locker and dressing facilities.
 - Commercial grade laundry room (for gear) with commercial extractor.
 - Day room to have an eating-food warming area with locker-type separate pantries (about 30)
 - The building shall be provided with multi-zone AC system.
- The provision of the construction documents will be provided under separate proposal once the Master Plan has been reviewed and approved by the City of Pharr.

- The City of Pharr will provide our team a copy of the meets and bounds (with any utility easements if available) of the Site for our team to develop the Master Plan Design.
- This proposal will include a design criteria for which the opinion of probable cost will be based on.
- Our team will provide as part of this proposal up to three (3) Site Plan revisions. After the Site Plan lay-out has been approved, our team will develop and provide a color rendering of the Site over an aerial photo for presentation purposes.
- This proposal excludes Structural, Mechanical, Electrical and Plumbing Engineering Design Services.
- This proposal excludes Civil Engineering Services (surveying).
- This proposal excludes Soil testing.

Task B- Provide preliminary Opinion of Probable Cost on the entire Master Plan project.

Exhibit B- Work Schedule

Task A- Master Plan- 35 Days

Task B- Opinion of Probable Cost- 10 Days

Exhibit C- Fee
Estimate

Task A- Master Plan- \$3,400.00

Task B- Opinion of Probable Cost- \$1,800.00



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: December 1, 2017

MEETING DATE: December 4, 2017

FROM: Rick Castro, IT Assistant Director

DEPARTMENT: Innovation & Technology

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Everbridge, Inc. for the renewal of Everbridge Mass Notification system.

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:

Rick Castro

Created/Initiated - 12/01/2017

Karla Moya

Approved - 12/01/2017

Patricia Rigney

Approved - 12/01/2017

City Management Office

New -



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Jason Arms
City of Pharr, TX.
118 S. Cage Blvd., 3rd Floor
Pharr TX 78577
United States
Ph: (956) 402-4900 x4911
Fax:
Email: jason.arms@pharr-tx.gov

Quote #: Q-06966
Date: 8/21/2017
Expires On: 12/10/2017
Confidential

Salesperson: Ethel Olague
Phone: (818) 230-9752
Email: ethel.olague@everbridgemail.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	12/11/2017
Contract End Date:	12/10/2018

Contact Summary:

Household Count:	26,774
Employee Count:	1,056

Qty	Description	Price
1	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 17,500.18
1	Everbridge ContactBridge	USD 1,420.00

Pricing Summary:

Year One Fees:	USD 18,920.18
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 18,920.18

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Supplemental Notes:

This quote assists the City of Pharr, TX in exercising their second and final option year of the two written into the original contract signed in 2015.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



GSA Approved End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and the client identified on the Quote (“**Customer**”), effective on the date of Customer’s signature on the Quote (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of households (each a “**Contact**”) set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at the established rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. If Customer has purchased Mass Notification, Customer shall in its discretion authorize certain of its employees and contractors to access that Service. If Customer has purchased Incident Management, Customer shall authorize only those employees or contractors who are Incident Operators (as defined on Exhibit A) or Incident Administrators (as defined on Exhibit A) to access that Service. Collectively, Customer’s employees and contractors who are authorized to access any Service as provided above are referred to as “**User(s)**”. Each User must be bound in writing to confidentiality obligations sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format

specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension, Everbridge shall use its best efforts to notify Customer and reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the “**Software**”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the

Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all notifications sent through the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by

any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth on the Quote. Either Party may change its address by giving notice as provided herein.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Incident Administrator" means an individual who is authorized by Customer as an organizational administrator for the Incident Management Service.

"Incident Operator" means an individual who is authorized by Customer as an operator of the Incident Management Service.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to all Other Data.
2. **Incident Management.** For Customers purchasing the Incident Management Service: (a) Customers may only designate the number of Incident Operators and Incident Administrators set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; and (d) Customer shall be provided the number of incident templates purchased pursuant to the Quote. If Customer exceeds the number of Incident Operators, Incident Administrators or incident templates purchased, Customer shall be charged the applicable fees then in effect for additional Incident Operators, Incident Administrators or incident templates, as applicable.



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.E.

DATE SUBMITTED: December 1, 2017

MEETING DATE: December 4, 2017

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Juan Guerra

Agenda Item: Consideration and action, if any, on 380 Economic Development Incentive Agreement between the City of Pharr and the Pharr Economic Development Corporation II and Campero Holdings, Co., LLS and Campero Legacy Properties, L.L.C.

Classification: Closed Session

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

Exclude Material from Public Packet? Yes

Reason: Section 551.987 economic development issues.

Issue: Item to be discussed in closed session.

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 12/01/2017
Final Approval - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: November 29, 2017

MEETING DATE: December 4, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with legal and possible action on contract with Enviro-Lite Solutions, LLC.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
Patricia Rigney
City Management Office

Created/Initiated - 11/29/2017
Approved - 11/29/2017
Final Approval - 12/01/2017



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: November 29, 2017

MEETING DATE: December 4, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with attorney on settlement of the following cases: Isis Gil vs. City of Pharr, Dahlia Ybarra vs. City of Pharr, Felix De La Garza, Anthony Alvarado, Veronica Limon vs. City of Pharr, Gabriela Rodriguez and Areli Vasquez, Laura Lee Ramirez v. Daniel Linon and City of Pharr, and T-Mobile and ATC vs. City of Pharr.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 11/29/2017
New -



AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: December 1, 2017

MEETING DATE: December 4, 2017

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Legal

DIRECTOR:

Agenda Item: Consultation with Legal and possible action on Settlement Agreement with T-Mobile & American Tower v. City of Pharr.

Classification: Closed Session

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

Exclude Material from Public Packet? No

Reason:

Issue:

Financial Consideration:

Staff Recommendation:

Alternatives:

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 12/01/2017
New -